WAYZATA CITY COUNCIL
Meeting Agenda
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, November 12, 2024
7:00 PM

ZOOM INFORMATION
Click here to join Zoom Mtg
Meeting ID: 853 3949 3662 Passcode: 038851
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).

6:30 p.m. Dinner Available for Wayzata City Council - Conference Room

CLOSED SPECIAL MEETING:

5:30-6:30 p.m. — Closed Special Meeting of the Wayzata City Council to Conduct Annual Performance Evaluation of Wayzata City Manager Jeffrey Dahl Pursuant to Minn. Stat. Sect. 13D.05, Subd. 3(a).

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)**
   a. Update of The Wayzata Conservancy Fundraising and Advocacy by Chair Blake Sandvold
   b. Recognition of Service and Retirement of Police Chief Marc Schultz
6. **New Agenda Items**
7. **Consent Agenda**
   a. Approval of Check Register
   b. Approval of Municipal Licenses
   c. Receipt of Building Activity Report
   d. Approval of the 2025 Liability Insurance Coverage Waiver Form
   e. Approval of Addendum to Recording Secretary Service Agreement with TimeSaver Off Site Secretarial, Inc. extending the agreement to December 31, 2025
   f. Approval of Professional Services Agreement for 2025 Recreation Services with Wayzata Community Education
   g. Approval of Amendment to Lease Agreement with Hennepin County for the Wayzata Library at 620 Rice Street East
   h. Adoption of Resolution 47-2024 Approving Grant Agreement for Intensive Comprehensive Peace Officer Education and Training (ICPOET)

i. Approval of Northern States Power Company (Xcel Energy) Amended and Restated Transmission Line Easement

j. Approval of Loffler Statement of Work for Police Department IT Services

k. Approval of Loffler Statement of Work for IT Services for Administration, Public Works, and Municipal Liquor Operations

l. Approval of the Second Reading and Adoption of Ordinance 843 Special Events

8. New Business

a. Receive Update on Panoway Budget and Consider Authorization of the Execution of Panoway Change Orders

b. Consider Adoption of Resolution 46-2024 Canvassing the Returns and Declaring the Results of the November 5, 2024 City General Election

9. City Manager's Report and Discussion Items

10. Public Forum (as necessary)

11. 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 - December 3 & December 17, 2024
Planning Commission - November 18 & December 2, 2024

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: November 12, 2024	**AGENDA ITEM:** 7.a
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks and Electronic Fund Transfers (EFT's) for October and November 2024	
PREPARED BY: Erin St. Cyr, Accountant	
REVIEWED BY: Aurora Yager, Deputy City Manager, Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends the approval of checks and EFT's.

FINANCIAL OR BUDGET CONSIDERATION:
Not Applicable.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Not Applicable.

BACKGROUND:
Not Applicable.

ATTACHMENTS:
1. EFT Check List
2. Paper Check List

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 00000 ALL DEPARTMENTS							
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL	10252024		196,421.51	3554
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL TAXES	10 25 2024		67,376.06	3555
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL HSA DEPOSITS	OCT 25 2024		11,727.76	3556
101-00000-20813	SURCHARGE PAYABLE	MN DEPT.OF LABOR & INDU	3RD QTR 2024 BUILDIN	10212024		2,375.92	3552
101-00000-21703	WI UNEMPLOYMENT INSURANCE TAX	STATE OF WISCONSIN	UNEMPLOYMENT INSURAN	10162024		1,212.84	3553
101-00000-21704	PERA	PERA	PERA - PAYROLL	10252024		50,439.88	3563
101-00000-21704	PERA	PERA	PERA - PAYROLL	10112024-COUNCIL		131.25	3543
101-00000-21705	NATIONWIDE RETIREMENT	NATIONWIDE RETIREMENT	EMPLOYEE PR DEPOSITS	10252024		5,898.05	3562
101-00000-21706	HEALTH INSURANCE	HEALTHPARTNERS	NOVEMBER 2024 HEALTH	792238423506		85,898.00	3572
101-00000-21709	PW UNION DUES	AFSCME COUNCIL	PW DUES	10252024		403.34	3558
101-00000-21711	LONG TERM DISABILITY INSURANCE	SUN LIFE ASSURANCE COMP	NOVEMBER 2024 LTD IN	11012024		887.37	3583
101-00000-21714	SUPPLEMENTAL LIFE INSURANCE	THE STANDARD	NOV 2024 BASIC AND S	11012024		1,216.99	3575
101-00000-21716	FD BASIC LIFE INSURANCE	THE STANDARD	NOV 2024 BASIC AND S	11012024		79.34	3575
101-00000-21716	BASIC LIFE INSURANCE	THE STANDARD	NOV 2024 BASIC AND S	11012024		151.04	3575
101-00000-21717	DENTAL INS.	DELTA DENTAL OF MINNESO	NOVEMBER 2024 DENTAL	11012024		3,769.54	3577
101-00000-21719	MISSION SQUARE DEFFERED COMP	MISSION SQUARE RETIREME	EMPLOYEE DEFFERED CO	10252024		215.00	3559
101-00000-21720	SHORT TERM DISABILITY INS.	DEARBORN LIFE INSURANCE	SHORT TERM DIS. INS.	NOVEMBER 2024		834.78	3581
101-00000-21722	VISION INSURANCE	EYEMED VISION CARE	VISION INSURANCE	NOVEMBER 2024		180.24	3582
101-00000-21723	CIGNA - MAJOR MEDICAL	CIGNA HEALTH & LIFE INS	NOV 2024 ACCIDENT/CR	11012024		580.70	3571
101-00000-39400	MISC.REVENUES	MN DEPT.OF LABOR & INDU	3RD QTR 2024 BUILDIN	10212024		(95.04)	3552
			Total Department 00000 ALL DEPARTMENTS			429,704.57	
Department: 41500 Administration & Finance							
101-41500-00433	PAYROLL PROCESSING	PAYLOCITY	PAYROLL PROCESSING	10212024		1,851.96	3568
101-41500-00497	CREDIT CARD FEES	AUTHNET	ON LINE PAYMENT FEES	11042024		27.45	3578
			Total Department 41500 Administration & Finance			1,879.41	
Department: 42100 Police							
101-42100-00130	EMPLOYER PAID INS	DELTA DENTAL OF MINNESO	NOVEMBER 2024 DENTAL	11012024		112.55	3577
101-42100-00130	EMPLOYER PAID INS	HEALTHPARTNERS	NOVEMBER 2024 HEALTH	792238423506		3,799.50	3572
			Total Department 42100 Police			3,912.05	
			Total Fund 101 GENERAL FUND			435,496.03	
Fund: 610 WATER FUND							
Department: 40000 General Department							
610-40000-00433	PAYROLL PROCESSING	PAYLOCITY	PAYROLL PROCESSING	10212024		82.31	3568
			Total Department 40000 General Department			82.31	
			Total Fund 610 WATER FUND			82.31	
Fund: 620 SEWER FUND							
Department: 40000 General Department							
620-40000-00433	PAYROLL PROCESSING	PAYLOCITY	PAYROLL PROCESSING	10212024		82.31	3568
			Total Department 40000 General Department			82.31	
			Total Fund 620 SEWER FUND			82.31	
Fund: 630 MOTOR VEHICLE							
Department: 00000 ALL DEPARTMENTS							
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10182024		26,769.34	3550
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10172024		172,866.37	3547
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10212024		320,633.57	3551
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10222024		163,759.97	3557

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 630 MOTOR VEHICLE							
Department: 00000 ALL DEPARTMENTS							
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10232024		180,911.58	3564
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10242024		201,268.34	3565
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10302024		214,698.81	3570
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10312024		140,566.40	3576
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10162024		153,335.20	3546
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10252024		29,943.52	3566
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10282024		314,900.59	3567
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10292024		297,078.66	3569
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	11012024		9,564.61	3580
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	11042024		272,861.20	3584
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	11052024		194,463.04	3585
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	10212024		55,844.85	3548
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	10 21 2024		528.00	3549
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	10252024		25.00	3560
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	10 25 2024		1,662.13	3561
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	11012024		149.50	3573
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	11 01 2024		6,793.01	3574
			Total Department 00000 ALL DEPARTMENTS			2,758,623.69	
Department: 40000 General Department							
630-40000-00433	PAYROLL PROCESSING	PAYLOCITY	PAYROLL PROCESSING	10212024		164.62	3568
			Total Department 40000 General Department			164.62	
			Total Fund 630 MOTOR VEHICLE			2,758,788.31	
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00433	PAYROLL PROCESSING	PAYLOCITY	PAYROLL PROCESSING	10212024		370.39	3568
			Total Department 47000 Off-Sale			370.39	
Department: 48000 On-Sale							
640-48000-00433	PAYROLL PROCESSING	PAYLOCITY	PAYROLL PROCESSING	10212024		1,563.87	3568
640-48000-00497	CREDIT CARD FEES	AUTHNET	ON LINE PAYMENT FEES	11 04 2024		32.15	3579
			Total Department 48000 On-Sale			1,596.02	
			Total Fund 640 LIQUOR			1,966.41	
Fund: 670 STORMWATER							
Department: 40000 General Department							
670-40000-00499	MISCELLANEOUS	SIMPLIFILE	STORMWATER FAC. MTNC	10182024		51.25	3544
			Total Department 40000 General Department			51.25	
			Total Fund 670 STORMWATER			51.25	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
--- TOTALS BY FUND ---							
		101	GENERAL FUND			435,496.03	
		610	WATER FUND			82.31	
		620	SEWER FUND			82.31	
		630	MOTOR VEHICLE			2,758,788.31	
		640	LIQUOR			1,966.41	
		670	STORMWATER			51.25	
		Total For All Funds:				3,196,466.62	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 00000 ALL DEPARTMENTS							
101-00000-20300	DEPOSITS PAYABLE	BCA	LONG LAKE FD BACKGRO	10292024	10/30/2024	33.25	134167
101-00000-20300	MKELLY FRAUD REFUND	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	(595.09)	134190
101-00000-20300	MICROSOFT MKELLY FRAUDULENT CHGS	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	435.09	134190
101-00000-21715	LIFE INS.	MN NCPERS LIFE INSURANC	NOVEMBER 2024 LIFE I	830800112024	10/23/2024	16.00	134131
			Total Department 00000 ALL DEPARTMENTS			(110.75)	
Department: 41100 Mayor and Council							
101-41100-00302	MTG.MINUTES	TIME SAVER	MTG MINUTES	M2619	11/06/2024	413.00	134317
101-41100-00493	VOLUNTEER PROGRAM	GLEASON PRINTING	OUTGOING AWARDS FOR	96371	11/06/2024	363.33	134276
101-41100-00493	VOLUNTEER PROGRAM	OFFICE DEPOT	OFFICE SUPPLIES	390066899001	11/06/2024	34.35	134304
101-41100-00494	COMMUNITY EVENTS	ONYX STRATEGIC PARTNERS	PANOWAY BOARDWALK	1185	10/30/2024	37.50	134216
101-41100-00494	COMMUNITY EVENTS	ONYX STRATEGIC PARTNERS	PANOWAY DOCKS	1186	10/30/2024	150.00	134216
101-41100-00494	COMMUNITY EVENTS	ONYX STRATEGIC PARTNERS	PANOWAY GENERAL PROJ	1187	10/30/2024	75.00	134216
101-41100-00494	COMMUNITY EVENTS	UPS STORE	LIGHT UP THE LAKE PO	10/30/2024	11/06/2024	63.75	134324
			Total Department 41100 Mayor and Council			1,136.93	
Department: 41500 Administration & Finance							
101-41500-00200	OFFICE SUPPLIES (GENERAL)	CINTAS - OHIO	CITY HALL FIRST AID	8407097576	11/06/2024	7.16	134262
101-41500-00200	OFFICE SUPPLIES (GENERAL)	INNOVATIVE OFFICE SOLUT	CITY HALL SUPPLIES	4674643	10/30/2024	34.50	134200
101-41500-00200	SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	386994867001	10/23/2024	29.67	134138
101-41500-00200	OFFICE SUPPLIES (GENERAL)	OFFICE DEPOT	OFFICE SUPPLIES	388822289001	10/23/2024	515.24	134138
101-41500-00200	OFFICE SUPPLIES (GENERAL)	OFFICE DEPOT	OFFICE SUPPLIES	388834635001	10/23/2024	9.00	134138
101-41500-00200	OFFICE SUPPLIES (GENERAL)	OFFICE DEPOT	OFFICE SUPPLIES	390584692001	10/30/2024	80.20	134214
101-41500-00200	SUPPLIES	OFFICE DEPOT	PW OFFICE SUPPLIES	381940366001	11/06/2024	99.22	134304
101-41500-00200	SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	386195051001	11/06/2024	7.22	134304
101-41500-00200	SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	390065741001	11/06/2024	4.79	134304
101-41500-00301	FINANCIAL CONSULTANT SERVICES	ABDO FINANCIAL SOLUTION	FINANCIAL CONSULTANT	497572	11/06/2024	3,151.83	134244
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	ORDINANCES	628385-ORD	10/30/2024	2,681.25	134170
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	CITY CONTRACTS	628385-CONT	10/30/2024	2,887.50	134170
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	BUILDING PERMITS AND	628385-PERM/CODE	10/30/2024	3,698.75	134170
101-41500-00304	Legal Fees	BEST & FLANAGAN	CITY BOARDS AND COMM	628385-BDS/COMM	10/30/2024	1,787.50	134170
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	HR AND EMPLOYMENT IS	628385-HR	10/30/2024	825.00	134170
101-41500-00304		BEST & FLANAGAN	ORDINANCES	630621-ORD	11/06/2024	5,981.25	134252
101-41500-00304		BEST & FLANAGAN	BUILDING PERMITS & C	630621-CODE	11/06/2024	687.50	134252
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	CANNABIS LEGISLATION	630621-CANNABIS	11/06/2024	1,718.75	134252
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	RIGHT OF WAY PERMITS	630621-ROW	11/06/2024	206.25	134252
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	GENERAL MATTER	630621-XCEL	11/06/2024	893.75	134252
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	LAKE WEST DEVELOPMEN	628385-LAKE WEST	10/30/2024	375.00	134170
101-41500-00304	LEGAL EXPENSES	BEST & FLANAGAN	CITY COUNCIL WORKSHO	630621-WKSHP	11/06/2024	550.00	134252
101-41500-00304	LEGAL EXPENSES	BEST & FLANAGAN	PLANNING COMMISSION	630621-PLANNING	11/06/2024	1,375.00	134252
101-41500-00304	LEGAL EXPENSES	BEST & FLANAGAN	CITY COUNCIL	63021-COUNCIL	11/06/2024	2,200.00	134252
101-41500-00304	Legal Fees	BEST & FLANAGAN	200 E LAKE ST DEVELO	628385-TCF	10/30/2024	275.00	134170
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	EHLERT AND GREENWAY	628385-EHLERT	10/30/2024	206.25	134170
101-41500-00304	Legal Fees	BEST & FLANAGAN	900 WAYZATA BLVD	628385-900 WAY	10/30/2024	187.50	134170
101-41500-00306	JIMMY JOHNS JDAHL WELLNESS FOOD	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	229.14	134190
101-41500-00306	TARGET KOVSHAK KATHY O RETIREMENT	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	530.00	134190
101-41500-00311	DATA PROCESSING	LOFFLER COMPANIES, INC.	CITY I.T. SUPPORT CO	4851378	11/06/2024	5,271.00	134289
101-41500-00311	O365 - NOV	LOFFLER COMPANIES, INC.	CITY MICROSOFT 365 C	4851236	11/06/2024	2,185.93	134289
101-41500-00331	BAR & GRILL JDAHL MTG MEAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	100.61	134190
101-41500-00331	GROCERS'S TABLE JDAHL MTG MEAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	15.77	134190
101-41500-00331	NINETWENTYFIVE JDAHL MTG MEAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	66.35	134190
101-41500-00331	BAR&GRILL JDAHL MTG MEALS	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	196.12	134190

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 41500 Administration & Finance							
101-41500-00331	GROCERS TABLE JDAHL MTG MEAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	23.33	134190
101-41500-00331	LUNDS BYERLYS JDAHL MTG MEAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	24.97	134190
101-41500-00331	COV JADAHL MTG MEAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	35.25	134190
101-41500-00331	UBER JDAHL CONF TRANSPORTATION	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	66.35	134190
101-41500-00331	LYFT JDAHL CONF TRANSPORTATION	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	179.23	134190
101-41500-00331	YINZ COFFEE JDAHL CONF MEALS	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	28.71	134190
101-41500-00331	LOT 17 JDAHL CONF MEAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	29.61	134190
101-41500-00331	MIKE'S BEER BAR JDAHL CONF MEAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	19.26	134190
101-41500-00331	CHICK FIL A JDAHL CONF MEAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	6.58	134190
101-41500-00331	KLASS KITCHEN JDAHL MTG MEAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	20.48	134190
101-41500-00331	SAKANA SUSHI AYAGER EXIT INTERVIE	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	49.24	134190
101-41500-00331	MILEAGE & EXPENSE ACCOUNT	OLD NATIONAL BANK	LUNCH MEETING WITH B	10242024	10/30/2024	17.00	134215
101-41500-00350	PRINTING & PUBLISHING	ECM PUBLISHERS, INC.	PUBLIC ACCURACT TEST	1019290	10/30/2024	36.75	134189
101-41500-00404	REPAIRS/MAINT - MACHIN/EQUIP	MARCO	CITY HALL COPIER CON	13095189	11/06/2024	1,043.43	134291
101-41500-00433	ZOOM KOVSHAK ZOOM SUBSCRIPTION	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	219.90	134190
101-41500-00433	DUES, LICENSING & SEMINARS	ICMA	J DAHL 2025 ICMA MEM	607597 2025	11/06/2024	1,151.63	134282
			Total Department 41500 Administration & Finance			42,021.72	
Department: 41910 Community Development							
101-41910-00302	Consultants	VAN METER WILLIAMS POLL	ON CALL SUPPORT FOR	114-202409	10/30/2024	348.75	134232
101-41910-00491	ENERGY & ENVIRONMENT COMMITTEE	CENTER FOR ENERGY AND E	COMPREHENSIVE RESIDE	25448	10/30/2024	220.00	134178
			Total Department 41910 Community Development			568.75	
Department: 41940 Building Operations & Maint.							
101-41940-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	22505/1	10/30/2024	46.38	134195
101-41940-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	22607/1	11/06/2024	8.38	134277
101-41940-00210	OPERATING SUPPLIES (GENERAL)	MN BATTERY LLC	BATTERIES FOR PD GAT	30274	11/06/2024	239.50	134295
101-41940-00210	OPERATING SUPPLIES (GENERAL)	REINDERS	SUPPLIES	3405826	10/23/2024	10.00	134143
101-41940-00321	TELEPHONE	AT&T - FIRSTNET	PW PHONES + LIV & JA	287298458522X110324	11/06/2024	478.77	134248
101-41940-00321	SERVICE	MEDIACOM	CITY HALL SERVICE	10192024	10/30/2024	50.55	134209
101-41940-00321	SERVICE	MEDIACOM	CITY HALL SERVICE	10082024	10/23/2024	391.33	134128
101-41940-00321	SERVICE	POPP TELECOM	PHONE SERVICE	10162024	10/23/2024	451.22	134142
101-41940-00381	SERVICE	XCEL ENERGY	SERVICE	11052024	11/06/2024	3,097.96	134334
101-41940-00381	SERVICE	XCEL ENERGY	SERVICE	10282024	10/30/2024	236.71	134241
101-41940-00381	SERVICE	XCEL ENERGY	SERVICE	10102024	10/23/2024	8,418.52	134158
101-41940-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	11052024	11/06/2024	576.36	134261
101-41940-00404	REPAIRS/MAINT - MACHIN/EQUIP	MN DEPT.OF LABOR & INDU	2 PUBLIC WORKS PRESS	ABR0338692X	11/06/2024	20.00	134296
101-41940-00409	MONTHLY CLEANING	CMT JANITORIAL SERVICES	MONTHLY CLEANING	6157	10/30/2024	3,189.00	134182
101-41940-00499	SUPPLIES	CULLIGAN-BOTTLED WATER	BLDG.SUPPLIES	REF 3016070	11/06/2024	237.90	134265
			Total Department 41940 Building Operations & Maint.			17,452.58	
Department: 42100 Police							
101-42100-00210	Operating Supplies (GENERAL)	STREICHER'S	CREDIT FOR 2 USED GU	CM300477	10/30/2024	(400.00)	134227
101-42100-00212	Motor Fuels	CIRCLE K	PD FUEL	100237860	10/30/2024	402.05	134180
101-42100-00215	K-9 SUPPLIES	AMAZON CAPITAL SERVICES	PD K-9 FOOD	1XDT-CYWF-NHQY	10/30/2024	109.99	134161
101-42100-00215	K-9 SUPPLIES	AMAZON CAPITAL SERVICES	PD K-9 FOOD	14K9-C3RN-JQGM	11/06/2024	104.49	134246
101-42100-00215	K-9 SUPPLIES	OAK RIDGE PET BOARDING	PD K-9 BOARDING	B014410	10/30/2024	203.01	134213
101-42100-00217	PD UNIFORM	STREICHER'S	PD BOOTS/PANTS - T.	I1727162	11/06/2024	329.98	134315
101-42100-00217	PD UNIFORM	STREICHER'S	PD BOOTS/ROURNIQUET	I1727239	11/06/2024	241.98	134315
101-42100-00217	PD UNIFORM	STREICHER'S	PD 2 FLEECE UNIFORM	I1727606	11/06/2024	169.98	134315
101-42100-00217	Uniforms	STREICHER'S	PD BADGES/WALLET CLI	I1719056	10/30/2024	309.98	134227
101-42100-00217	PD UNIFORM	STREICHER'S	PD UNIFORMS - D. LEE	I1719852	10/30/2024	140.97	134227
101-42100-00217	Uniforms	STREICHER'S	PD PANTS B SCHOENHER	I1724921	10/30/2024	140.00	134227

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 42100 Police							
101-42100-00217	PD UNIFORM	STREICHER'S	CREDIT FOR RETURNED	CM300949	11/06/2024	(1,548.90)	134315
101-42100-00217	PD UNIFORM	STREICHER'S	PD VEST FOR A GEDDES	I1725591	11/06/2024	1,548.90	134315
101-42100-00217	PD UNIFORM	STREICHER'S	PD - CSO UNIFORM - A	I1725639	11/06/2024	160.97	134315
101-42100-00217	Uniforms	STREICHER'S	PD BADGES	I1721378	10/30/2024	305.98	134227
101-42100-00217	Uniforms	STREICHER'S	PD SUPPLIES	I1721729	10/30/2024	140.96	134227
101-42100-00217	PD UNIFORM	STREICHER'S	PD SHIRT - A. SEELAN	I1723662	10/30/2024	109.99	134227
101-42100-00217	PD UNIFORM	STREICHER'S	CREDIT FOR RETURNED	CM300533	10/30/2024	(169.99)	134227
101-42100-00217	PD UNIFORM	STREICHER'S	CREDIT FOR RETURNED	CM300539	10/30/2024	(32.98)	134227
101-42100-00240	Small Tools and Minor Equip	AMAZON CAPITAL SERVICES	PD EMERGENCY LOCKOUT	1JQP-DYVM-PYNY	10/30/2024	315.76	134161
101-42100-00240	Small Tools and Minor Equip	AMAZON CAPITAL SERVICES	PD 4PK USB CHARGER B	1KGR-G6T4-13YH	10/23/2024	59.95	134089
101-42100-00240	Small Tools and Minor Equip	STREICHER'S	PD MAGAZINE CLIPS	I1720731	10/30/2024	119.97	134227
101-42100-00302	Consultants	BEST & FLANAGAN	POLICE DEPARTMENT	628385-PD	10/23/2024	137.50	134093
101-42100-00306	PERSONNEL EXPENSE	BCA	WAYZATA PD RECORDS T	11052024	11/06/2024	33.25	134249
101-42100-00309	Contractual Services	FLOCK SAFETY	PD - 3 FLOCK SAFETY	50009	11/06/2024	9,000.00	134274
101-42100-00309	Contractual Services	FLOCK SAFETY	PD - 6 FLOCK SAFETY	50008	11/06/2024	18,000.00	134274
101-42100-00309	PD SERVICE	TRANSUNION RISK AND ALT	PD SERVICE	5591851-202410-1	11/06/2024	110.00	134319
101-42100-00311	DATA PROCESSING	LOFFLER COMPANIES, INC.	PD - 2 HP ELITEBOOK	4805412	10/30/2024	3,531.42	134205
101-42100-00311	Data Processing	LOFFLER COMPANIES, INC.	HP CAREPACK PREMIUM	4841276	10/30/2024	135.86	134205
101-42100-00311	Data Processing	LOFFLER COMPANIES, INC.	PD MICROSOFT 365	4851132	11/06/2024	936.00	134289
101-42100-00311	Data Processing	SOUTH LAKE MINNETONKA	1/13 COST OF CENTRAL	10142024	10/23/2024	2,181.16	134146
101-42100-00311	Data Processing	SOUTH LAKE MINNETONKA	SLMPD CONSULTING FEE	1553	10/23/2024	13.46	134146
101-42100-00311	Data Processing	SOUTH LAKE MINNETONKA	SLMPD CONSULTING FEE	8813	10/23/2024	9.62	134146
101-42100-00331	MILEAGE & EXPENSE ACCOUNT	VOGEL, JOSHUA	MEAL REIMBURSEMENT	09262024	11/06/2024	13.22	134328
101-42100-00350	Printing & Publishing	UPS STORE	PD - LIGHT UP THE LA	10302024	11/06/2024	69.70	134324
101-42100-00404	Repairs/Maint - Machin/Equip	SUBURBAN TIRE WHOLESALE	SNOW TIRES FOR PD VE	10203853	11/06/2024	632.00	134316
101-42100-00404	REPAIRS/MAINT - MACHIN/EQUIP	WAYZATA BAY CAR WASH	PD SQUAD MAINTENANCE	1827	10/23/2024	256.50	134154
101-42100-00404	Repairs/Maint - Machin/Equip	WAYZATA BP	PD 2018 CHEVY TAHOE	161352	11/06/2024	1,516.17	134330
101-42100-00404	Repairs/Maint - Machin/Equip	WAYZATA BP	PD 2020 FORD INTERCE	161422	11/06/2024	88.54	134330
101-42100-00404	Repairs/Maint - Machin/Equip	WAYZATA BP	PD 2018 CHEVY TAHOE	161411	11/06/2024	448.98	134330
101-42100-00404	Repairs/Maint - Machin/Equip	WAYZATA CHEVROLET	SQUAD MAINTENANCE -	352270	10/30/2024	103.90	134237
101-42100-00404	Repairs/Maint - Machin/Equip	WESTSIDE WHOLESALE TIRE	PD 2020 FORD EXPLORE	954560	11/06/2024	100.00	134331
101-42100-00404	Repairs/Maint - Machin/Equip	WESTSIDE WHOLESALE TIRE	PD 2021 FORD EXPLORE	954528	11/06/2024	100.00	134331
101-42100-00404	Repairs/Maint - Machin/Equip	WESTSIDE WHOLESALE TIRE	PD 2018 FORD EXPLORE	954523	11/06/2024	100.00	134331
101-42100-00404	Repairs/Maint - Machin/Equip	WESTSIDE WHOLESALE TIRE	PD 2023 FORD EXPLORE	954483	11/06/2024	100.00	134331
101-42100-00433	Dues, Licensing & Seminars	IACP MEMBERSHIP RENEWAL	IACPNET DEPT SUBSCRI	0366055	10/23/2024	525.00	134115
101-42100-00434	Training and schools	BCA TRAINING AND AUDITI	TRAINING	36690	10/23/2024	1,250.00	134091
101-42100-00434	MN CHIEFS OF POLICE JBAKER TRAINI	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	175.00	134190
101-42100-00434	TRAINING AND SCHOOLS	FBI-LEEDA	PD TRAINING COURSE	200114779	10/30/2024	795.00	134192
101-42100-00434	Training and schools	MN CIT OFFICERS ASSOCIA	PD TRAINING COURSES	000277	10/23/2024	1,950.00	134129
101-42100-00434	TRAINING AND SCHOOLS	NORTH MEMORIAL	EMS & PROFESSIONAL E	97896	11/06/2024	600.00	134302
101-42100-00434	Training and schools	STREICHER'S	PD GUNS/AMMO	I1724919	11/06/2024	4,275.82	134315
101-42100-00499	Miscellaneous	AMAZON CAPITAL SERVICES	PD SUPPLIES	1PND-TG7M-P1GQ	10/23/2024	1,146.87	134089
101-42100-00499	Miscellaneous	AMAZON CAPITAL SERVICES	PD LIGHT UP THE LAKE	1KHM-NVVH-DNFY	11/06/2024	503.80	134246
101-42100-00499	STICKER MULE JBAKER TEMP TATTOOS	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	113.41	134190
101-42100-00540	Equipment	STREICHER'S	PD SUPPRESSOR	I1723618	10/23/2024	1,890.00	134148
				Total Department 42100 Police		53,605.22	
Department: 42120 Crime Control and Investigate							
101-42120-00304	LEGAL SERVICES	JEFFREY W. LAMBERT, P.A	LEGAL SERVICES	OCT 2024 003	11/06/2024	807.50	134284
101-42120-00304	LEGAL SERVICES	JEFFREY W. LAMBERT, P.A	LEGAL SERVICES	OCT 2024 004	11/06/2024	546.25	134284
			Total Department 42120 Crime Control and Investigate			1,353.75	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 42200 Fire							
101-42200-00210	AMAZON	BANK OF AMERICA	SEPT 2024 FD CHGS	SEPT 2024	10/30/2024	111.75	134166
101-42200-00210	AMAZON	BANK OF AMERICA	SEPT 2024 FD CHGS	SEPT 2024	10/30/2024	94.00	134166
101-42200-00212	HOLIDAY GAS STATION	BANK OF AMERICA	SEPT 2024 FD CHGS	SEPT 2024	10/30/2024	62.32	134166
101-42200-00212	HOLIDAY GAS STATION	BANK OF AMERICA	SEPT 2024 FD CHGS	SEPT 2024	10/30/2024	26.29	134166
101-42200-00217	Uniforms	CLAREY'S SAFETY EQUIPME	FD - GLOVES	214035	10/30/2024	945.00	134181
101-42200-00306	PERSONNEL EXPENSE	VOLUNTEER FIREFIGHTERS'	SAMUEL RATTE	10242024	10/30/2024	14.00	134234
101-42200-00381	SERVICE	XCEL ENERGY	SERVICE	11052024	11/06/2024	17.32	134334
101-42200-00434	POSITIVE PROMOTIONS	BANK OF AMERICA	SEPT 2024 FD CHGS	SEPT 2024	10/30/2024	966.60	134166
101-42200-00499	MISCELLANEOUS	BANK OF AMERICA	SEPT 2024 FD CHGS	SEPT 2024	10/30/2024	103.91	134166
101-42200-00499	MISCELLANEOUS	MN DEPT.OF LABOR & INDU	FIRE STATION PRESSUR	ABR0338690X	11/06/2024	10.00	134296
				Total Department 42200 Fire		2,351.19	
Department: 42400 Building Inspection							
101-42400-00309	BLDG.INSPECTION SERVICES	METRO WEST INSPECTION S	SEPT 2024 INSPECTION	4357	11/06/2024	2,280.00	134293
101-42400-00433	ADOBE KOVSHAK BLDG ADOBE SUBSCRIP	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	10.84	134190
101-42400-00433	DUES, LICENSING & SEMINARS	WAGNER, JASON	CONFERENCE EXPENDITU	10292024	10/30/2024	1,859.21	134235
				Total Department 42400 Building Inspection		4,150.05	
Department: 43100 Streets							
101-43100-00200	OFFICE SUPPLIES (GENERAL)	VAN PAPER COMPANY	PW PAPER PRODUCTS	088539	11/06/2024	170.85	134327
101-43100-00216	CHEMICALS AND CHEM PRODUCTS	COMPASS MINERALS AMERIC	WINTER SALT MIX	1384624	10/30/2024	10,042.36	134183
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	22540/1	10/30/2024	38.15	134195
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	22519/1	10/30/2024	13.98	134195
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	55535/1	10/30/2024	11.92	134195
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	22507/1	10/30/2024	16.08	134195
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	22382/1	10/23/2024	32.97	134112
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	LANO EQUIPMENT, INC.	SUPPLIES-PARKS	03-1111271	10/23/2024	5.07	134122
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	PIRTEK	SUPPLIES	PL-T00021654	10/30/2024	12.60	134220
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	RDO EQUIPMENT CO.	SUPPLIES	P5882401	11/06/2024	63.83	134310
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	SNAP-ON INDUSTRIAL	SUPPLIES	62878982	10/30/2024	45.23	134224
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	TERMINAL SUPPLY CO.	SUPPLIES	71121-00	10/30/2024	167.53	134229
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	TRUEMAN WELTERS	SUPPLIES	IE49834A	11/06/2024	61.25	134323
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	ZIEGLER	SUPPLIES	001660598	10/30/2024	118.64	134243
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	ZIEGLER	SUPPLIES	001660468	10/30/2024	118.64	134243
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	ZIEGLER	PARTS	001685947	11/06/2024	148.08	134336
101-43100-00404	REPAIRS/MAINT - MACHIN/EQUIP	YOUNGSTEDTS OF WAYZATA,	ABANDONED TIRES FOR	198121	11/06/2024	31.50	134335
101-43100-00415	OTHER EQUIPMENT RENTALS	WARNING LITES	BOO BASH TRAFFIC CON	9591	11/06/2024	1,898.00	134329
				Total Department 43100 Streets		12,996.68	
Department: 43300 Engineering							
101-43300-00433	2024 APWA MKELLY FALL CONF REGIST	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	184.26	134190
				Total Department 43300 Engineering		184.26	
Department: 45200 Parks							
101-45200-00200	OFFICE SUPPLIES (GENERAL)	VAN PAPER COMPANY	PW PAPER PRODUCTS	088539	11/06/2024	170.84	134327
101-45200-00210	OPERATING SUPPLIES (GENERAL)	INNOVATIVE OFFICE SOLUT	PW SUPPLIES	4674605	10/30/2024	108.29	134200
101-45200-00210	OPERATING SUPPLIES (GENERAL)	INNOVATIVE OFFICE SOLUT	PW SUPPLIES	4672489	10/23/2024	72.26	134116
101-45200-00210	OPERATING SUPPLIES (GENERAL)	INNOVATIVE OFFICE SOLUT	PW SUPPLIES	4670802	10/23/2024	651.80	134116
101-45200-00221	EQUIPMENT PARTS	NORTHERN TOOL & EQUIPME	PARTS/SUPPLIES	540601282248473	10/23/2024	40.22	134136
101-45200-00222	REPAIR & MAINT - EQUIP	TRUEMAN WELTERS	PARTS	IE49834	11/06/2024	1,300.00	134323
101-45200-00240	SMALL TOOLS AND MINOR EQUIP	GOPHER ACE TRU VALUE	SUPPLIES	22624/1	11/06/2024	78.98	134277
101-45200-00240	SMALL TOOLS AND MINOR EQUIP	TOLL GAS & WELDING SUPP	TOOLS - PW	0010589345	10/30/2024	184.59	134230
101-45200-00331	PULL IT DAY SNACKS	KLAPPRICH, KURT	PULL IT DAY SNACKS	10-22-2024	10/23/2024	72.57	134121

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 45200 Parks							
101-45200-00433	DUES, LICENSING & SEMINARS	LMCD	2025 DOCK LICENSE_AR	10-31-2024	11/06/2024	50.00	134288
101-45200-00433	ANNUAL TREE CARE REGISTRY	MYHRAN, BENNETT	ANNUAL TREE CARE REG	11-1-2024	11/06/2024	25.00	134300
101-45200-00499	WINTER DECORATIONS	GERTENS	SPRUCE BUNDLES/BIRCH	971525/6	11/06/2024	455.58	134275
101-45200-00499	Miscellaneous	GERTENS	PINE TREES/RED DOGWO	971520/6	11/06/2024	866.32	134275
101-45200-00499	Miscellaneous	HIRSHFIELD'S	PAINT - PARKS	33303932	10/30/2024	403.88	134196
101-45200-00499	HOCKEY BOARD PAINTING	HIRSHFIELD'S	PAINT - PARKS	33303958	10/30/2024	605.82	134196
101-45200-00499	HOCKEY BOARD PAINTING (CREDIT)	HIRSHFIELD'S	CREDIT FOR PAINT - P	33303979	10/30/2024	(201.94)	134196
101-45200-00499	DEPOT DOCK REPAIR SUPPLIES	HOME DEPOT	DEPOT DOCK REPAIRS/P	OCTOBER 2024	10/30/2024	165.90	134198
101-45200-00499	MISCELLANEOUS	HOME DEPOT	DEPOT DOCK REPAIRS/P	OCTOBER 2024	10/30/2024	54.13	134198
101-45200-00499	MISCELLANEOUS	HOME DEPOT	DEPOT DOCK REPAIRS/P	OCTOBER 2024	10/30/2024	126.16	134198
101-45200-00499	LMCD DEICING PERMIT	LMCD	2024-25 DEICING PERM	10-21-2024	10/23/2024	155.00	134123
101-45200-00499	SUPERIOR PLANTING BED	SITEONE LANDSCAPE SUPPL	SUPPLIES	146588965-001	10/23/2024	170.74	134145
				Total Department 45200 Parks		5,556.14	
Department: 45203 Boulevard Maint. And lighting							
101-45203-00381	SERVICE	XCEL ENERGY	SERVICE	10282024	10/30/2024	1,079.31	134241
101-45203-00406	STREET LIGHTS AND SIGNAL MAINT	J.H. LARSON COMPANY	SUPPLIES	S103246050.001	10/30/2024	344.71	134201
			Total Department 45203 Boulevard Maint. And lighting			1,424.02	
Department: 49200 Miscellaneous Allocations							
101-49200-00212	MOTOR FUELS	BEAUDRY OIL & SERVICE I	FUEL	2755592	11/06/2024	1,234.64	134250
101-49200-00212	MOTOR FUELS	BEAUDRY OIL & SERVICE I	FUEL	2745784	10/30/2024	856.74	134168
101-49200-00212	MOTOR FUELS	BEAUDRY OIL & SERVICE I	FUEL	2745786	10/30/2024	2,163.34	134168
101-49200-00212	MOTOR FUELS	LUBE TECH	MOTOR OIL	3643290	10/30/2024	1,510.77	134206
101-49200-00212	MOTOR FUELS	WAYZATA BP	1-TON SADDLE TANK NO	1029906	10/30/2024	142.62	134236
			Total Department 49200 Miscellaneous Allocations			5,908.11	
				Total Fund 101 GENERAL FUND		148,598.65	
Fund: 233 LAKEFRONT IMPROVE							
Department: 40000 General Department							
233-40000-00309-2013-2	CONTRACTUAL SERVICES	ARCHETYPE SIGNMAKERS, I	PANOWAY LAKEWALK SIG	F110683	10/30/2024	22,410.00	134164
233-40000-00499	GODADDY AYAGER DOMAIN RENEWAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	909.84	134190
				Total Department 40000 General Department		23,319.84	
				Total Fund 233 LAKEFRONT IMPROVE		23,319.84	
Fund: 235 CABLE TV							
Department: 40000 General Department							
235-40000-00210	OPERATING SUPPLIES (GENERAL)	AMAZON CAPITAL SERVICES	CREDIT MEMO FOR IPHO	1PWW-JX46-1JDK	10/23/2024	(15.29)	134089
235-40000-00302	WCTV	MILLER, FRED	WCTV	0240419	10/30/2024	2,000.00	134210
235-40000-00404	REPAIRS/MAINT - MACHIN/EQUIP	ALPHA VIDEO AND AUDIO,	AV SERVICE LABOR TO	29054	11/06/2024	450.00	134245
235-40000-00433	GODADDY AYAGER DOMAIN RENEWAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	70.51	134190
235-40000-00499	GODADDY AYAGER DOMAIN RENEWAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	22.17	134190
				Total Department 40000 General Department		2,527.39	
				Total Fund 235 CABLE TV		2,527.39	
Fund: 305 DOWNTOWN TIF DISTRICT 6							
Department: 40000 General Department							
305-40000-00302	FINANCIAL CONSULTANT SERVICES	ABDO FINANCIAL SOLUTION	FINANCIAL CONSULTANT	497572	11/06/2024	312.50	134244
				Total Department 40000 General Department		312.50	
				Total Fund 305 DOWNTOWN TIF DISTRICT 6		312.50	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 310 SUPERIOR/LAKE REALIGNMENT							
Department: 40000 General Department							
310-40000-00601	Debt Srv Bond Principal	BOND TRUST SERVICES COR	2020B GO REFUNDING B	90971	11/06/2024	160,000.00	134256
310-40000-00611	Bond Interest	BOND TRUST SERVICES COR	2020B GO REFUNDING B	90971	11/06/2024	11,900.00	134256
			Total Department 40000 General Department			171,900.00	
			Total Fund 310 SUPERIOR/LAKE REALIGNMENT			171,900.00	
Fund: 316 BAY CENTER TIF #5							
Department: 40000 General Department							
316-40000-00301	FINANCIAL CONSULTANT SERVICES	ABDO FINANCIAL SOLUTION	FINANCIAL CONSULTANT	497572	11/06/2024	312.50	134244
			Total Department 40000 General Department			312.50	
			Total Fund 316 BAY CENTER TIF #5			312.50	
Fund: 401 DOWNTOWN PARKING							
Department: 40000 General Department							
401-40000-00499	MAINTENANCE @ MILL STREET RAMP	VIKING AUTOMATIC SPRINK	REPAIRS TO MILL ST P	1025-F384659	10/30/2024	1,110.00	134233
			Total Department 40000 General Department			1,110.00	
			Total Fund 401 DOWNTOWN PARKING			1,110.00	
Fund: 403 TREE AND PLANTING							
Department: 40000 General Department							
403-40000-00227	REMOVAL - 617 PARK STREET FIL	BRATT TREE COMPANY	315 MARGARET CIR-HON	15894	10/23/2024	1,752.00	134096
403-40000-00227	PLANTINGS - 215 WALKER AVE S FIL	GERTENS	HONEYCRISP TREE -215	970550/6	11/06/2024	134.26	134275
403-40000-00227	PLANTINGS-161 FERNDALE+578 HARRIN	HOFFMAN & MCNAMARA	TREE PLANTINGS WAYZA	21216	11/06/2024	4,450.00	134280
403-40000-00227	LITTLE WOODS - 900 WAYZATA BLVD F	PRAIRIE RESTORATIONS, I	LITTLE WOODS PLANTIN	013180	10/30/2024	1,305.00	134222
403-40000-00227	MANAGEMENT - 1038 LAKE STREET FIL	RAINBOW TREECARE	ROOT RESTORATION-BRO	504984	11/06/2024	3,150.00	134309
			Total Department 40000 General Department			10,791.26	
			Total Fund 403 TREE AND PLANTING			10,791.26	
Fund: 404 PARK AND TRAIL CIP							
Department: 40000 General Department							
404-40000-00302	KLAPPRICH PARK	WSB & ASSOCIATES	KLAPPRICH PARK	R-022538-000-18	10/30/2024	2,969.75	134240
404-40000-00309	LITTLE WOODS - HENRY MILES DONATI	PRAIRIE RESTORATIONS, I	LITTLE WOODS PLANTIN	013180	10/30/2024	65.00	134222
			Total Department 40000 General Department			3,034.75	
			Total Fund 404 PARK AND TRAIL CIP			3,034.75	
Fund: 408 FACILITIES & INFRASTRUCTURE CIP							
Department: 40000 General Department							
408-40000-00302-2024 1	CONSULTANTS	POINT SEVEN LLC	CANNABIS STUDY	2101	10/30/2024	3,150.00	134221
			Total Department 40000 General Department			3,150.00	
			Total Fund 408 FACILITIES & INFRASTRUCTURE CIP			3,150.00	
Fund: 409 EQUIP REVOLVING							
Department: 40000 General Department							
409-40000-00540	EQUIPMENT	CADY BUSINESS TECHNOLOG	DOWN PYMT AND FIRST	2239	11/06/2024	5,797.16	134259
409-40000-00540	FIREWALL SUBSCRIPTION RENEWAL	LOFFLER COMPANIES, INC.	WATCHGUARD AUTHPOINT	4839933	10/30/2024	570.00	134205
409-40000-00540	EQUIPMENT	LOFFLER COMPANIES, INC.	PD - COMPUTER SETUP	4851825	11/06/2024	146.25	134289
409-40000-00540	PD COMPUTER SETUP	LOFFLER COMPANIES, INC.	I.T. SUPPORT	CW217832	11/06/2024	359.00	134289
409-40000-00540	PD COMPUTER SETUP	LOFFLER COMPANIES, INC.	I.T. SUPPORT	4851774	11/06/2024	536.25	134289
409-40000-00540	EQUIPMENT	LOFFLER COMPANIES, INC.	PD LAPTOP	4844653	11/06/2024	1,934.53	134289
409-40000-00540	MUNI SERVER PROJECT	LOFFLER COMPANIES, INC.	CITY SQL SERVER CONT	4852876	11/06/2024	2,132.00	134289

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 409 EQUIP REVOLVING							
Department: 40000 General Department							
			Total Department 40000 General Department			11,475.19	
			Total Fund 409 EQUIP REVOLVING			11,475.19	
Fund: 430 STREET CIP							
Department: 40000 General Department							
430-40000-00309	BROADWAY AVE TRAFFIC SIGNAL PROJE	J.L. THEIS INC.	BROADWAY AVE TRAFFIC	STR-2024-01	11/06/2024	152,857.05	134283
			Total Department 40000 General Department			152,857.05	
			Total Fund 430 STREET CIP			152,857.05	
Fund: 610 WATER FUND							
Department: 00000 ALL DEPARTMENTS							
610-00000-20100	Accounts Payable	DYRDAHL, SANDRA	UB refund for accoun	11/05/2024	11/06/2024	56.77	134272
610-00000-22500	Bonds Payable	BOND TRUST SERVICES COR	2017A GO WATER REVEN	90970	11/06/2024	205,000.00	134255
610-00000-22500	Bonds Payable	US BANK	12/2024 HOLDINGRIDGE	0000364NS-122024	11/06/2024	75,000.00	134325
			Total Department 00000 ALL DEPARTMENTS			280,056.77	
Department: 40000 General Department							
610-40000-00200	OFFICE SUPPLIES (GENERAL)	VAN PAPER COMPANY	PW PAPER PRODUCTS	088539	11/06/2024	50.00	134327
610-40000-00216	CHEMICALS	HAWKINS, INC	CHEMICALS	6888816	10/23/2024	10.00	134113
610-40000-00216	CHEMICALS	HAWKINS, INC	CHEMICALS	6888329	10/23/2024	30.00	134113
610-40000-00225	PARTS RESTOCK	CORE & MAIN	PARTS	V839668	10/23/2024	2,093.52	134105
610-40000-00225	WATERMAIN REPAIR - RICE ST	CORE & MAIN	PARTS	V840015	11/06/2024	273.64	134264
610-40000-00225	WTP SERVICE	MEDIACOM	WTP SERVICE	10212024	10/30/2024	1,525.00	134209
610-40000-00240	HYDRANT PUMP	NORTHERN TOOL & EQUIPME	PARTS	540601290249291	10/23/2024	447.99	134136
610-40000-00242	WTP 2 - COMMUNICATION	INTEGRATED PROCESS SOLU	LIFT STATION SOFTWAR	SI002732	10/23/2024	881.10	134118
610-40000-00242	WELL & F.P. EQUIPMENT	MN DEPT.OF LABOR & INDU	WTP (499 LAKE ST W)	ABR0339669X	11/06/2024	10.00	134296
610-40000-00242	WELL & F.P. EQUIPMENT	MN DEPT.OF LABOR & INDU	WTP (408 GARDNER ST)	ABR0341547X	11/06/2024	10.00	134296
610-40000-00242	WELL & F.P. EQUIPMENT	TRUE NORTH CONTROLS LLC	WATER TOWER CABLE RE	2620	11/06/2024	1,528.00	134322
610-40000-00301	FINANCIAL CONSULTANT SERVICES	ABDO FINANCIAL SOLUTION	FINANCIAL CONSULTANT	497572	11/06/2024	252.00	134244
610-40000-00309	WATER ANALYSIS	BLOOMINGTON, CITY OF	WATER TESTING	24275	10/30/2024	70.00	134172
610-40000-00311	O365 - NOV	LOFFLER COMPANIES, INC.	CITY MICROSOFT 365 C	4851236	11/06/2024	88.00	134289
610-40000-00313	MONTHLY LOCATES	GOPHER STATE ONE CALL	LOCATES	4100839	11/06/2024	128.25	134278
610-40000-00322	POSTAGE	IMPACT MAILING & FULFIL	UB POSTAGE/MAILING	213780	10/30/2024	1,500.00	134199
610-40000-00323	SERVICE	POPP TELECOM	PHONE SERVICE	10162024	10/23/2024	138.91	134142
610-40000-00381	SERVICE	XCEL ENERGY	SERVICE	11052024	11/06/2024	4,944.04	134334
610-40000-00381	SERVICE	XCEL ENERGY	SERVICE	10282024	10/30/2024	4,070.19	134241
610-40000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	11052024	11/06/2024	23.24	134261
610-40000-00433	U OF MN MKELLY TRAINING COURSES	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	175.00	134190
610-40000-00433	STANIGER - CLASS C WATER CERT	MN DEPARTMENT OF HEALTH	STANIGER CLASS C WAT	10-22-2024	10/23/2024	23.00	134130
610-40000-00433	TUITION REIMBURSEMENT - NYSTROM	NICK NYSTROM	TUITION REIMBURSEMEN	10-28-2024	10/30/2024	1,309.66	134212
			Total Department 40000 General Department			19,581.54	
Department: 49100 Capital							
610-49100-00309	WATER METER PROJECT	FERGUSON WATERWORKS #25	WATER METERS	0533728-2	10/30/2024	36,103.00	134193
610-49100-00611	BOND INTEREST	BOND TRUST SERVICES COR	2017A GO WATER REVEN	90970	11/06/2024	27,300.00	134255
610-49100-00611	BOND INTEREST	US BANK	12/2024 HOLDINGRIDGE	0000364NS-122024	11/06/2024	11,225.00	134325
610-49100-00621	FISCAL AGENT S FEES	BOND TRUST SERVICES COR	FISCAL AGENT FEE-201	91105	11/06/2024	475.00	134254
			Total Department 49100 Capital			75,103.00	
			Total Fund 610 WATER FUND			374,741.31	
Fund: 620 SEWER FUND							

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 620 SEWER FUND							
Department: 00000 ALL DEPARTMENTS							
620-00000-22500	Bonds Payable	US BANK	12/2024 - SEWER CIRC	0000371NS-122024	11/06/2024	40,000.00	134325
			Total Department 00000 ALL DEPARTMENTS			40,000.00	
Department: 40000 General Department							
620-40000-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	22640/1	11/06/2024	89.82	134277
620-40000-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES - WATER	22578/1	11/06/2024	15.98	134277
620-40000-00225	REPAIR & MAINT - SYSTEM	ANCHOR SCIENTIFIC INC.	FLOAT FOR LIFT STATI	272545	10/30/2024	62.00	134163
620-40000-00225	LIFT STATION - PLC REPROGRAM	INTEGRATED PROCESS SOLU	LIFT STATION SOFTWAR	SI002732	10/23/2024	881.10	134118
620-40000-00241	BOOTS	DORNISCH, QUINTON	BOOTS	11-4-2024	11/06/2024	191.99	134271
620-40000-00301	FINANCIAL CONSULTANT SERVICES	ABDO FINANCIAL SOLUTION	FINANCIAL CONSULTANT	497572	11/06/2024	252.00	134244
620-40000-00311	O365 - NOV	LOFFLER COMPANIES, INC.	CITY MICROSOFT 365 C	4851236	11/06/2024	88.00	134289
620-40000-00313	MONTHLY LOCATES	GOPHER STATE ONE CALL	LOCATES	4100839	11/06/2024	128.25	134278
620-40000-00322	POSTAGE	IMPACT MAILING & FULFIL	UB POSTAGE/MAILING	213780	10/30/2024	1,500.00	134199
620-40000-00323	SERVICE	POPP TELECOM	PHONE SERVICE	10162024	10/23/2024	50.20	134142
620-40000-00381	SERVICE	XCEL ENERGY	SERVICE	11052024	11/06/2024	19.23	134334
620-40000-00381	SERVICE	XCEL ENERGY	SERVICE	10282024	10/30/2024	554.74	134241
620-40000-00386	SEWER SERVICE	METROPOLITAN COUNCIL	SEWER SERVICE	0001179185	11/06/2024	50,030.99	134294
620-40000-00433	WRITING CLASS - STANIGER	STANIGER, CASEY	LTAP WRITING CLASS	10-29-2024	11/06/2024	75.00	134313
			Total Department 40000 General Department			53,939.30	
Department: 49100 Capital							
620-49100-00309	WATER METER PROJECT	FERGUSON WATERWORKS #25	WATER METERS	0533728-2	10/30/2024	36,103.00	134193
620-49100-00611	Bond Interest	US BANK	12/2024 - SEWER CIRC	0000371NS-122024	11/06/2024	2,625.00	134325
			Total Department 49100 Capital			38,728.00	
			Total Fund 620 SEWER FUND			132,667.30	
Fund: 630 MOTOR VEHICLE							
Department: 40000 General Department							
630-40000-00200	OFFICE SUPPLIES (GENERAL)	OFFICE DEPOT	OFFICE SUPPLIES	390066894001	11/06/2024	61.64	134304
630-40000-00200	OFFICE SUPPLIES (GENERAL)	OFFICE DEPOT	OFFICE SUPPLIES	390065741001	11/06/2024	190.34	134304
630-40000-00311	O365 - NOV	LOFFLER COMPANIES, INC.	CITY MICROSOFT 365 C	4851236	11/06/2024	246.67	134289
630-40000-00331	COURTYARD NHEIDER CONF HOTEL	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	161.07	134190
630-40000-00404	Repairs/Maint - Machin/Equip	MARCO TECHNOLOGIES LLC	MV COPIER CONTRACT	540216108	10/23/2024	341.30	134125
630-40000-00433	FULL SLATE NHEIDER MV DUES	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	29.95	134190
630-40000-00433	DUES, LICENSING & SEMINARS	MDRA	2025 ANNUAL MEMBERSH	10212024	10/23/2024	480.00	134127
			Total Department 40000 General Department			1,510.97	
			Total Fund 630 MOTOR VEHICLE			1,510.97	
Fund: 640 LIQUOR							
Department: 00000 ALL DEPARTMENTS							
640-00000-10150	ATM	CASH - OLD NATIONAL	ATM FILL	10302024	10/30/2024	15,000.00	134176
640-00000-21500	Accrued Interest Payable	BOND TRUST SERVICES COR	2020B GO REFUNDING B	90971	11/06/2024	17,177.50	134256
640-00000-22500	Bonds Payable	BOND TRUST SERVICES COR	2020B GO REFUNDING B	90971	11/06/2024	150,000.00	134256
			Total Department 00000 ALL DEPARTMENTS			182,177.50	
Department: 47000 Off-Sale							
640-47000-00210	OPERATING SUPPLIES (GENERAL)	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0108983000	10/23/2024	152.00	134092
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0205303000	10/23/2024	900.00	134092
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	020533880	10/23/2024	1,808.43	134092
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0205407200	10/30/2024	1,725.95	134169
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0205494200	11/06/2024	1,763.15	134251
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118301437	11/06/2024	2,574.21	134258

Fund: 640 LIQUOR
Department: 47000 Off-Sale

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
640-47000-00251	LIQUOR FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118211220	10/30/2024	226.27	134174
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118211219	10/30/2024	135.00	134174
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	364834478	10/30/2024	(5.79)	134174
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	364834477	10/30/2024	(9.12)	134174
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118090672	10/23/2024	3,222.06	134098
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118189603	10/30/2024	1,503.13	134174
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118186696	10/30/2024	67.50	134174
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	364834476	10/30/2024	(23.39)	134174
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2640955	10/23/2024	4,893.23	134119
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2646505	10/30/2024	2,097.32	134202
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2651179	11/06/2024	2,253.75	134285
640-47000-00251	LIQUOR FOR RESALE	MAVERICK WINE CO.	LIQUOR & WINE	1390964	10/30/2024	486.00	134208
640-47000-00251	LIQUOR FOR RESALE	MAVERICK WINE CO.	LIQUOR & WINE	1384728	10/23/2024	324.00	134126
640-47000-00251	LIQUOR FOR RESALE	MAVERICK WINE CO.	LIQUOR & WINE	1397384	11/06/2024	272.04	134292
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	529606	10/23/2024	(12.79)	134141
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	529605	10/23/2024	(37.44)	134141
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	529604	10/23/2024	(20.16)	134141
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6860366	10/23/2024	1,030.49	134141
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6864830	10/30/2024	158.65	134219
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6840097	11/06/2024	900.30	134307
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2542313	10/30/2024	2,963.17	134225
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2542315	10/30/2024	600.00	134225
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2539434	10/23/2024	1,659.39	134147
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	5117247	10/23/2024	0.64	134147
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2545123	11/06/2024	2,596.50	134312
640-47000-00251	LIQUOR FOR RESALE	WINE COMPANY	WINE	281102	10/23/2024	44.67	134155
640-47000-00251	LIQUOR FOR RESALE	WINEBOW	WINE & LIQUOR	MN00155481	10/23/2024	4,968.00	134157
640-47000-00252	WINE FOR RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0205494200	11/06/2024	96.00	134251
640-47000-00252	WINE	BOURGET IMPORTS	WINE	211287	10/23/2024	484.00	134095
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118301435	11/06/2024	400.00	134258
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118090670	10/23/2024	2,552.00	134098
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118090671	10/23/2024	136.00	134098
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118211218	10/30/2024	1,520.00	134174
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118189602	10/30/2024	120.00	134174
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118189601	10/30/2024	2,428.00	134174
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	104991	10/23/2024	(28.00)	134119
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2640956	10/23/2024	984.00	134119
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2646506	10/30/2024	5,670.98	134202
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2651180	11/06/2024	1,688.00	134285
640-47000-00252	WINE RESALE	LIBATION PROJECT	WINE	78027	10/30/2024	548.04	134204
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	1387851	10/30/2024	1,319.68	134208
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	1384728	10/23/2024	468.00	134126
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	1394294	11/06/2024	190.66	134292
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	230688	11/06/2024	112.00	134301
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	230802	11/06/2024	632.00	134301
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	230405	10/30/2024	758.00	134211
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	230029	10/23/2024	958.67	134135
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	250065	11/06/2024	559.00	134305
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	249492	10/30/2024	1,476.00	134217
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	248949	10/23/2024	1,246.00	134139
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6860367	10/23/2024	1,332.00	134141
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6864831	10/30/2024	1,266.60	134219

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	6868591	11/06/2024	549.85	134307
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2542314	10/30/2024	1,187.67	134225
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2542316	10/30/2024	4,843.92	134225
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2539433	10/23/2024	184.00	134147
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2539435	10/23/2024	3,305.84	134147
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2545124	11/06/2024	4,178.76	134312
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	281774	10/30/2024	2,065.00	134238
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	281102	10/23/2024	1,184.93	134155
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	282462	11/06/2024	364.00	134332
640-47000-00252	WINE	WINE MERCHANT	WINE	7491676	10/23/2024	2,730.50	134156
640-47000-00252	WINE	WINE MERCHANT	WINE	7493058	10/30/2024	990.20	134239
640-47000-00252	WINE	WINE MERCHANT	WINE	7492740	10/30/2024	2,992.00	134239
640-47000-00252	WINE	WINE MERCHANT	WINE	7493516	11/06/2024	580.00	134333
640-47000-00252	WINE RESALE	WINEBOW	WINE & LIQUOR	MN00155481	10/23/2024	405.00	134157
640-47000-00252	WINE RESALE	Z WINES USA LLC	WINE	27463	10/30/2024	310.00	134242
640-47000-00253	Beer For Resale	ARTISAN BEER COMPANY	BEER	3722155	11/06/2024	236.90	134247
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	402492	10/23/2024	(48.00)	134090
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3718870	10/23/2024	465.00	134090
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3720520	10/30/2024	367.05	134165
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	118089192	10/23/2024	2,500.90	134097
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	118089193	10/23/2024	611.30	134097
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	118186554	10/30/2024	496.90	134173
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	364810783	10/30/2024	(12.70)	134173
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	364810784	10/30/2024	(12.40)	134173
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	118298861	11/06/2024	4,826.30	134257
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	118298862	11/06/2024	444.60	134257
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	RMA364867164	11/06/2024	(40.00)	134257
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	RMA364867163	11/06/2024	(13.20)	134257
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	RMA364867154	11/06/2024	(40.00)	134257
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	364810782	10/30/2024	(29.25)	134173
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	364810799	10/30/2024	(16.27)	134173
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	118186553	10/30/2024	5,378.70	134173
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	3051327	10/30/2024	(26.91)	134175
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	3048319	10/30/2024	222.95	134175
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	3045300	10/23/2024	587.00	134099
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	3051463	11/06/2024	339.50	134260
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	2305940	10/23/2024	397.00	134107
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	2311551	10/30/2024	172.80	134185
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	2316961	11/06/2024	1,228.50	134267
640-47000-00253	BEER FOR RESALE	DANGEROUS MAN BREWING C	BEER	5660	11/06/2024	218.00	134268
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	759606	10/23/2024	550.20	134114
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	763807	11/06/2024	55.00	134281
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	763808	11/06/2024	448.20	134281
640-47000-00253	BEER FOR RESALE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	104992	10/23/2024	(49.50)	134119
640-47000-00253	BEER FOR RESALE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	104990	10/23/2024	(18.00)	134119
640-47000-00253	BEER FOR RESALE	MONTGOMERY BREWING	BEER	4693	11/06/2024	222.00	134298
640-47000-00253	BEER	PRYES BREWING COMPANY L	BEER	W-86016	11/06/2024	112.00	134308
640-47000-00253	BEER	STEEL TOE BREWING	BEER	57626	11/06/2024	136.00	134314
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0108983000	10/23/2024	100.00	134092
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	020533880	10/23/2024	795.00	134092
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118301436	11/06/2024	64.00	134258
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	CAPITOL BEVERAGE SALES	BEER	3048318	10/30/2024	32.00	134175

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	CAPITOL BEVERAGE SALES	MIX	3045273	10/23/2024	111.00	134099
640-47000-00254	MISC MIX	COCA-COLA	MIX	43727750027	10/23/2024	824.80	134103
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6860367	10/23/2024	448.80	134141
640-47000-00254	ICE	SHAMROCK GROUP	ICE	3077906	10/23/2024	40.20	134144
640-47000-00254	ICE	SHAMROCK GROUP	ICE	3083617	11/06/2024	153.76	134311
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	WINE COMPANY	WINE	281102	10/23/2024	116.00	134155
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	WINE MERCHANT	WINE	7491676	10/23/2024	124.50	134156
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	WINE MERCHANT	WINE	7493516	11/06/2024	136.00	134333
640-47000-00256	CIGARETTES	M.AMUNDSON LLP	CIGARETTES & CIGARS	391641	10/30/2024	1,482.36	134207
640-47000-00257	THC PRODUCTS	ARTISAN BEER COMPANY	THC PRODUCTS	3722156	11/06/2024	724.70	134247
640-47000-00257	THC PRODUCTS	ARTISAN BEER COMPANY	THC PRODUCTS	3718871	10/23/2024	586.25	134090
640-47000-00257	THC PRODUCTS	BELLBOY BAR SUPPLY CORP	THC PRODUCTS	0205339100	10/23/2024	978.15	134092
640-47000-00257	THC PRODUCTS	BETTER BEV CO LLC	THC PRODUCTS	02771	10/30/2024	585.00	134171
640-47000-00257	THC PRODUCTS	BETTER BEV CO LLC	THC PRODUCTS	01553	11/06/2024	114.00	134253
640-47000-00257	THC PRODUCTS	CLEAR RIVER BEVERAGE CO	THC PRODUCTS	772597	10/23/2024	650.00	134102
640-47000-00257	THC PRODUCTS	DAHLHEIMER DISTRIBUTING	THC PRODUCTS	2306013	10/23/2024	711.00	134107
640-47000-00257	THC PRODUCTS	DAHLHEIMER DISTRIBUTING	THC PRODUCTS	2311571	10/30/2024	269.50	134185
640-47000-00257	THC PRODUCTS	DAHLHEIMER DISTRIBUTING	THC PRODUCTS	2316960	11/06/2024	1,956.00	134267
640-47000-00257	THC PRODUCTS	GLOBAL RESERVE DISTRIBU	THC PRODUCT	12331	10/30/2024	928.00	134194
640-47000-00257	THC PRODUCTS	HOHENSTEINS INC.	THC PRODUCTS	761723	10/30/2024	3,780.00	134197
640-47000-00257	THC PRODUCTS	HOHENSTEINS INC.	THC PRODUCTS	763805	11/06/2024	528.00	134281
640-47000-00257	THC PRODUCTS	INSIGHT BREWING COMPANY	THC PRODUCTS	18865	10/23/2024	270.00	134117
640-47000-00257	THC PRODUCTS	LUPULIN BREWING	THC PRODUCTS	63156	10/23/2024	421.00	134124
640-47000-00257	THC PRODUCTS	LUPULIN BREWING	THC PRODUCTS	787037	10/23/2024	(13.08)	134124
640-47000-00257	THC PRODUCTS	LUPULIN BREWING	THC PRODUCTS	002573	10/23/2024	(76.17)	134124
640-47000-00257	THC PRODUCTS	LUPULIN BREWING	THC PRODUCTS	63365	11/06/2024	210.50	134290
640-47000-00257	THC PRODUCTS	MOONLIGHT MN	THC PRODUCTS	000183	10/23/2024	561.00	134134
640-47000-00257	THC PRODUCTS	MOONLIGHT MN	THC PRODUCTS	206	11/06/2024	805.00	134299
640-47000-00257	THC PRODUCTS	NOTHING BUT HEMP	THC PRODUCTS	2349	11/06/2024	(252.00)	134303
640-47000-00257	THC PRODUCTS	NOTHING BUT HEMP	THC PRODUCTS	2350	11/06/2024	572.50	134303
640-47000-00257	THC PRODUCTS	NOTHING BUT HEMP	THC PRODUCTS	2264	10/23/2024	870.00	134137
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0205303000	10/23/2024	6.60	134092
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0108983000	10/23/2024	7.18	134092
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	020533880	10/23/2024	28.03	134092
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0205407200	10/30/2024	13.20	134169
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0205494200	11/06/2024	8.25	134251
640-47000-00259	FREIGHT	BOURGET IMPORTS	WINE	211287	10/23/2024	8.00	134095
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118301437	11/06/2024	14.50	134258
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118301436	11/06/2024	4.35	134258
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118301435	11/06/2024	1.45	134258
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118211220	10/30/2024	0.24	134174
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118211219	10/30/2024	1.45	134174
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118090670	10/23/2024	27.55	134098
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118090671	10/23/2024	1.45	134098
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118090672	10/23/2024	24.65	134098
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118211218	10/30/2024	17.40	134174
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118189603	10/30/2024	14.50	134174
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118189602	10/30/2024	1.45	134174
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118189601	10/30/2024	17.40	134174
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118186696	10/30/2024	1.45	134174
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2640956	10/23/2024	14.60	134119
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2640955	10/23/2024	39.66	134119

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	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2646506	10/30/2024	28.71	134202
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2646505	10/30/2024	16.30	134202
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2651180	11/06/2024	16.06	134285
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2651179	11/06/2024	10.22	134285
640-47000-00259	FREIGHT	LIBATION PROJECT	WINE	78027	10/30/2024	6.00	134204
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	1390964	10/30/2024	1.50	134208
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	1387851	10/30/2024	6.00	134208
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	1384728	10/23/2024	3.00	134126
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	1394294	11/06/2024	1.50	134292
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	1397384	11/06/2024	3.00	134292
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	230688	11/06/2024	2.50	134301
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	230802	11/06/2024	10.00	134301
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	230405	10/30/2024	7.50	134211
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	230029	10/23/2024	10.00	134135
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	250065	11/06/2024	15.00	134305
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	249492	10/30/2024	18.00	134217
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	248949	10/23/2024	16.50	134139
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6860366	10/23/2024	8.76	134141
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6860367	10/23/2024	32.84	134141
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6864830	10/30/2024	2.92	134219
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6864831	10/30/2024	22.14	134219
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6868591	11/06/2024	14.60	134307
640-47000-00259	FREIGHT	SHAMROCK GROUP	ICE	3077906	10/23/2024	4.00	134144
640-47000-00259	FREIGHT	SHAMROCK GROUP	ICE	3083617	11/06/2024	4.00	134311
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2542314	10/30/2024	8.10	134225
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2542313	10/30/2024	14.29	134225
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2542316	10/30/2024	48.64	134225
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2542315	10/30/2024	6.40	134225
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2539433	10/23/2024	1.28	134147
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2539435	10/23/2024	14.50	134147
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2539434	10/23/2024	12.80	134147
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2545123	11/06/2024	23.68	134312
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2545124	11/06/2024	21.22	134312
640-47000-00259	FREIGHT	WINE COMPANY	WINE	281774	10/30/2024	28.20	134238
640-47000-00259	FREIGHT	WINE COMPANY	WINE	281102	10/23/2024	20.55	134155
640-47000-00259	FREIGHT	WINE COMPANY	WINE	282462	11/06/2024	10.00	134332
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7491676	10/23/2024	11.72	134156
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7493058	10/30/2024	10.50	134239
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7492740	10/30/2024	7.78	134239
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7493516	11/06/2024	5.84	134333
640-47000-00259	FREIGHT	Z WINES USA LLC	WINE	27463	10/30/2024	5.00	134242
640-47000-00301	FINANCIAL CONSULTANT SERVICES	ABDO FINANCIAL SOLUTION	FINANCIAL CONSULTANT	497572	11/06/2024	401.25	134244
640-47000-00311	O365 - NOV	LOFFLER COMPANIES, INC.	CITY MICROSOFT 365 C	4851236	11/06/2024	282.67	134289
640-47000-00321	SERVICE	POPP TELECOM	PHONE SERVICE	10162024	10/23/2024	100.00	134142
640-47000-00340	ADVERTISING	SAVEON	LIQUOR STORE ADS	2024-571061	10/30/2024	2,720.64	134223
640-47000-00340	ADVERTISING	SPEEDPRO IMAGING	THANKSGIVING POSTER	12900	10/30/2024	47.48	134226
640-47000-00381	ELECTRIC UTILITIES	XCEL ENERGY	SERVICE	11052024	11/06/2024	1,584.43	134334
640-47000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	11052024	11/06/2024	166.49	134261
640-47000-00404	REPAIRS/MAINT - MACHIN/EQUIP	AIRTECH	INSTALLATION OF HEAT	2235	10/23/2024	2,400.00	134087
640-47000-00404	REPAIRS/MAINT - MACHIN/EQUIP	CONVERGINT TECHNOLOGIES	SECURITY HARDWARE TE	00253470	10/23/2024	267.38	134104
640-47000-00433	OVERHEAD MUSIC	MOOD MEDIA	OVERHEAD MUSIC	58533243	10/23/2024	71.63	134133
640-47000-00497	NCR KOVSHAK STORE CC FEES	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	31.50	134190

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00497	NCR KOVSHAK STORE CC FEES	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	173.79	134190
640-47000-00497	NCR KOVSHAK STORE CC FEES	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	31.50	134190
				Total Department 47000 Off-Sale		140,368.47	
Department: 48000 On-Sale							
640-48000-00200	OFFICE SUPPLIES (GENERAL)	OFFICE DEPOT	OFFICE SUPPLIES	388822289001	10/23/2024	75.86	134138
640-48000-00200	OFFICE SUPPLIES (GENERAL)	OFFICE DEPOT	OFFICE SUPPLIES	388834637001	10/23/2024	75.96	134138
640-48000-00210	OPERATING SUPPLIES (GENERAL)	KATOM RESTAURANT SUPPLY	BEVERAGE CONTAINERS	5228771	10/30/2024	401.90	134203
640-48000-00210	OPERATING SUPPLIES (GENERAL)	KATOM RESTAURANT SUPPLY	PLATES - MUNI	5233075	10/30/2024	65.66	134203
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	327084	11/06/2024	66.89	134306
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	310829	10/23/2024	24.12	134140
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	0010587811	10/23/2024	118.20	134150
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	0010588677	10/23/2024	128.30	134150
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	0010588834	10/30/2024	114.03	134230
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	0010590167	11/06/2024	129.07	134318
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	3238007	10/23/2024	130.66	134151
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	3241002	11/06/2024	255.94	134320
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	949628	10/30/2024	170.67	134231
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	948014	10/23/2024	265.84	134152
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	951267	11/06/2024	86.26	134321
640-48000-00251	LIQUOR FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118380118	11/06/2024	51.18	134258
640-48000-00251	LIQUOR FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118269555	10/30/2024	293.95	134174
640-48000-00251	LIQUOR FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118160204	10/23/2024	688.27	134098
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	319616	10/30/2024	234.39	134218
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	316963	10/30/2024	86.84	134218
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	322395	10/30/2024	89.85	134218
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	327084	11/06/2024	100.98	134306
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	313342	10/23/2024	45.58	134140
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	310829	10/23/2024	131.91	134140
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	305373	10/23/2024	82.67	134140
640-48000-00251	LIQUOR FOR RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6866650	10/23/2024	634.00	134141
640-48000-00251	LIQUOR	US FOODS	FOOD	3194797	10/23/2024	76.52	134153
640-48000-00251	LIQUOR	US FOODS	FOOD	3377341	11/06/2024	174.54	134326
640-48000-00252	WINE FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118380118	11/06/2024	359.96	134258
640-48000-00252	WINE FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118269555	10/30/2024	302.63	134174
640-48000-00252	WINE FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	118160204	10/23/2024	281.84	134098
640-48000-00252	WINE FOR RESALE	WINE MERCHANT	WINE	7493037	10/23/2024	571.00	134156
640-48000-00253	BEER FOR RESALE	ARTISAN BEER COMPANY	BEER	3718830	10/23/2024	195.00	134090
640-48000-00253	BEER FOR RESALE	ARTISAN BEER COMPANY	BEER	402419	10/23/2024	(30.00)	134090
640-48000-00253	BEER FOR RESALE	ARTISAN BEER COMPANY	BEER	404830	10/30/2024	(60.00)	134165
640-48000-00253	BEER FOR RESALE	BREAKTHRU BEVERAGE	BEER	118160326	10/23/2024	582.00	134097
640-48000-00253	BEER FOR RESALE	BREAKTHRU BEVERAGE	BEER	118269246	10/30/2024	684.00	134173
640-48000-00253	BEER FOR RESALE	BREAKTHRU BEVERAGE	BEER	118380563	11/06/2024	1,035.00	134257
640-48000-00253	BEER FOR RESALE	BREAKTHRU BEVERAGE	BEER MINUS OVERPYMT	117958515	11/06/2024	55.00	134257
640-48000-00253	BEER FOR RESALE	CAPITOL BEVERAGE SALES	BEER	305345	10/30/2024	438.00	134175
640-48000-00253	BEER FOR RESALE	CAPITOL BEVERAGE SALES	BEER	3050494	10/23/2024	295.00	134099
640-48000-00253	BEER FOR RESALE	CAPITOL BEVERAGE SALES	BEER	3055031	11/06/2024	185.00	134260
640-48000-00253	BEER FOR RESALE	DAHLHEIMER DISTRIBUTING	BEER	2310637	10/23/2024	783.00	134107
640-48000-00253	BEER FOR RESALE	DAHLHEIMER DISTRIBUTING	BEER	2316156	10/30/2024	329.00	134185
640-48000-00253	BEER FOR RESALE	DAHLHEIMER DISTRIBUTING	BEER	2322139	11/06/2024	494.00	134267
640-48000-00253	BEER FOR RESALE	HOHENSTEINS INC.	BEER	763904	10/30/2024	99.00	134197
640-48000-00253	BEER FOR RESALE	LUPULIN BREWING	BEER	63242	10/23/2024	249.00	134124

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 FOR RESALE	MODIST BREWING CO. LLC	BEER	E-54275	10/23/2024	175.00	134132
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	316963	10/30/2024	313.30	134218
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	322395	10/30/2024	188.00	134218
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	327084	11/06/2024	323.48	134306
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	323160	11/06/2024	122.82	134306
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	313342	10/23/2024	122.82	134140
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	310829	10/23/2024	531.40	134140
640-48000-00301	FINANCIAL CONSULTANT SERVICES	ABDO FINANCIAL SOLUTION	FINANCIAL CONSULTANT	497572	11/06/2024	401.25	134244
640-48000-00311	0365 - NOV	LOFFLER COMPANIES, INC.	CITY MICROSOFT 365 C	4851236	11/06/2024	211.25	134289
640-48000-00321	SERVICE	POPP TELECOM	PHONE SERVICE	10162024	10/23/2024	100.00	134142
640-48000-00381	ELECTRIC UTILITIES	XCEL ENERGY	SERVICE	11052024	11/06/2024	3,697.01	134334
640-48000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	11052024	11/06/2024	665.97	134261
640-48000-00404	REPAIRS/MAINT - MACHIN/EQUIP	AIRTECH	INSTALLATION OF HEAT	2235	10/23/2024	2,400.00	134087
640-48000-00404	REPAIRS/MAINT - MACHIN/EQUIP	CONVERGINT TECHNOLOGIES	SECURITY HARDWARE TE	00253470	10/23/2024	267.38	134104
640-48000-00409	MAINT SERVICES & IMPROV	DETAILED SERVICES	BAR AREA CARPET CLEA	20232	10/30/2024	693.57	134187
640-48000-00409	REPAIRS/MAINT BUILDINGS	ENVIRO-MASTER SERVICES	DRAIN MAINTENANCE	MIN-194778	10/30/2024	50.54	134191
640-48000-00409	REPAIRS/MAINT BUILDINGS	ENVIRO-MASTER SERVICES	DRAIN MAINTENANCE	MIN-194261	10/23/2024	50.54	134110
640-48000-00409	BEER LINE SERVICE	T.D. ANDERSON INC.	BEER LINES CLEANED	182996	10/30/2024	145.00	134228
640-48000-00415	SERVICE	DIRECTV	SERVICE	050852385X241023	10/30/2024	336.64	134188
640-48000-00433	DUES, LICENSING & SEMINARS	AMERICAN SOCIETY OF COM	LICENSE FEE	100006458364	10/30/2024	11.67	134162
640-48000-00433	DUES, LICENSING & SEMINARS	MN DEPT.OF PUBLIC SAFET	BAR & GRILL BUYER'S	6723-2025	11/06/2024	20.00	134297
640-48000-00433	OVERHEAD MUSIC	MOOD MEDIA	OVERHEAD MUSIC	58533243	10/23/2024	71.63	134133
640-48000-00497	NCR JPIETRINI CC FEES	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	67.65	134190
640-48000-00497	EHUNGRY JPIETRINI CC FEES	ELAN-CARDMEMBER SERVICE	CC CHARGES	SEPT 2024	10/30/2024	96.69	134190
640-48000-00499	TRIVIA NIGHT	ALEXANDER BOLT	TRIVIA NIGHT AT THE	10232024	10/30/2024	200.00	134160
640-48000-00499	TRIVIA DJ	ALEXANDER BOLT	TRIVIA NIGHT AT THE	10302024	10/30/2024	200.00	134159
640-48000-00499	TRIVIA NIGHT AT THE MUNI	ALEXANDER BOLT	TRIVIA NIGHT AT THE	11062024	11/06/2024	200.00	134337
				Total Department 48000 On-Sale		23,312.08	
Department: 48500 Kitchen							
640-48500-00210	OPERATING SUPPLIES (GENERAL)	CINTAS - OHIO	MUNI FIRST AID	5234631510	10/23/2024	65.50	134100
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIES	4209708564	11/06/2024	510.49	134263
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIES	4208994167	10/30/2024	510.49	134179
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIES	4208262707	10/23/2024	510.49	134101
640-48500-00210	SUPPLIES	CULLIGAN-METRO	SUPPLIES	101X39210805	11/06/2024	169.30	134266
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	319616	10/30/2024	315.32	134218
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	316963	10/30/2024	306.49	134218
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	322395	10/30/2024	114.53	134218
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	323160	11/06/2024	180.33	134306
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	310829	10/23/2024	347.59	134140
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	305373	10/23/2024	173.05	134140
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	3238007	10/23/2024	632.54	134151
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	3241002	11/06/2024	299.95	134320
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	949628	10/30/2024	681.22	134231
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	948014	10/23/2024	719.38	134152
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	951267	11/06/2024	653.54	134321
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIES	4209708564	11/06/2024	82.70	134263
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIES	4208994167	10/30/2024	82.70	134179
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIES	4208262707	10/23/2024	82.70	134101
640-48500-00255	FOODINGREDIENTS FOR RESALE	BILL'S IMPORTED FOODS	FOOD	139500	10/23/2024	607.65	134094
640-48500-00255	FOODINGREDIENTS FOR RESALE	DENNY'S 5TH AVENUE BAKE	FOOD	36956	10/23/2024	99.55	134108
640-48500-00255	FOODINGREDIENTS FOR RESALE	DENNY'S 5TH AVENUE BAKE	FOOD	37286	10/30/2024	223.54	134186

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 48500 Kitchen							
640-48500-00255	FOODINGREDIENTS FOR RESALE	DENNY'S 5TH AVENUE BAKE	FOOD	37739	11/06/2024	127.08	134270
640-48500-00255	FOODINGREDIENTS FOR RESALE	DENNY'S 5TH AVENUE BAKE	FOOD	37580	11/06/2024	166.34	134270
640-48500-00255	FOODINGREDIENTS FOR RESALE	EDDIE M'S LLC	FOOD	272178	10/23/2024	472.66	134109
640-48500-00255	FOODINGREDIENTS FOR RESALE	EDDIE M'S LLC	FOOD	274291	11/06/2024	490.82	134273
640-48500-00255	FOODINGREDIENTS FOR RESALE	EDDIE M'S LLC	FOOD	273684	11/06/2024	454.50	134273
640-48500-00255	FOOD	KARLSBURGER FOODS, INC.	FOOD	009066540	11/06/2024	297.25	134286
640-48500-00255	FOOD	KARLSBURGER FOODS, INC.	FOOD	009065504	10/23/2024	406.60	134120
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	328279	11/06/2024	84.69	134306
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	321729	11/06/2024	(52.30)	134306
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	323903	11/06/2024	(78.02)	134306
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	307618	11/06/2024	58.25	134306
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	266122	11/06/2024	593.88	134306
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	270659	11/06/2024	193.19	134306
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	319616	10/30/2024	4,459.47	134218
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	316963	10/30/2024	5,679.20	134218
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	322395	10/30/2024	3,325.72	134218
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	327084	11/06/2024	5,422.91	134306
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	323160	11/06/2024	4,600.61	134306
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	313342	10/23/2024	3,974.16	134140
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	310829	10/23/2024	5,968.55	134140
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	305373	10/23/2024	5,541.97	134140
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	307939	10/23/2024	(31.25)	134140
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	256871	11/06/2024	28.21	134306
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	3RD QUARTERLY VOLUME	RCR50824001075	11/06/2024	(6,483.63)	134306
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	246286	11/06/2024	(14.53)	134306
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	268309	11/06/2024	204.92	134306
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	303715	11/06/2024	391.40	134306
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	290380	11/06/2024	(606.25)	134306
640-48500-00255	FOOD	US FOODS	FOOD	3198384	10/23/2024	75.62	134153
640-48500-00255	FOOD	US FOODS	FOOD	3198769	10/23/2024	58.38	134153
640-48500-00255	FOOD	US FOODS	FOOD	3194797	10/23/2024	1,625.27	134153
640-48500-00255	FOOD	US FOODS	FOOD	5883237	10/23/2024	105.37	134153
640-48500-00255	FOOD	US FOODS	FOOD	3097597	10/23/2024	67.02	134153
640-48500-00255	FOOD	US FOODS	FOOD	5979388	10/23/2024	(84.72)	134153
640-48500-00255	FOOD	US FOODS	FOOD	3387390	11/06/2024	83.76	134326
640-48500-00255	FOOD	US FOODS	FOOD	3377341	11/06/2024	1,276.71	134326
640-48500-00415	KNIFE EXCHANGE	COZZINI BROS., INC.	KNIFE EXCHANGE	C16930811	10/30/2024	76.34	134184
640-48500-00415	OTHER EQUIPMENT RENTALS	PERFORMANCE FOOD GROUP,	DISHWASHER LEASE	313542	10/30/2024	226.82	134218
640-48500-00415	DISHWASHER LEASE	SUNBURST CHEMICALS, INC	SUPPLIES	0013509	10/23/2024	107.45	134149
				Total Department 48500 Kitchen		46,663.47	
Department: 49100 Capital							
640-49100-00499	Miscellaneous	DELANEY CONSULTING LLC	BAR & STORE BUSINESS	1851	11/06/2024	2,467.50	134269
640-49100-00540	EQUIPMENT	TRIMARK	MUNI COOLER REPLACEM	3229671	10/23/2024	5,740.00	134151
				Total Department 49100 Capital		8,207.50	
Department: 49300 LIQUOR STORE CAPITAL							
640-49300-00499	MISCELLANEOUS	DELANEY CONSULTING LLC	BAR & STORE BUSINESS	1851	11/06/2024	2,467.50	134269
				Total Department 49300 LIQUOR STORE CAPITAL		2,467.50	
				Total Fund 640 LIQUOR		403,196.52	
Fund: 650 SOLID WASTE							

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 650 SOLID WASTE							
Department: 00000 ALL DEPARTMENTS							
650-00000-20818	COUNTY REFUSE TAX	HENNEPIN COUNTY PUBLIC	15.5% SOLID WASTE TA	OCTOBER 2024	11/06/2024	3,037.69	134279
				Total Department 00000 ALL DEPARTMENTS		3,037.69	
				Total Fund 650 SOLID WASTE		3,037.69	
Fund: 660 MARINA							
Department: 46000 MARINA							
660-46000-00324	INTERNET	MEDIACOM	BEACH HOUSE SERVICE	10202024	10/30/2024	314.42	134209
660-46000-00381	ELECTRIC UTILITIES	XCEL ENERGY	SERVICE	11052024	11/06/2024	310.61	134334
660-46000-00381	ELECTRIC UTILITIES	XCEL ENERGY	SERVICE	10102024	10/23/2024	882.75	134158
660-46000-00499	2025 MULTIPLE DOCK LICENSE	LMCD	2025 MULTIPLE DOCK L	10-31-2024_MDL	11/06/2024	1,850.00	134287
				Total Department 46000 MARINA		3,357.78	
				Total Fund 660 MARINA		3,357.78	
Fund: 670 STORMWATER							
Department: 40000 General Department							
670-40000-00409	WAYZATA BLVD PIPE REPAIR	COUNTY MATERIALS CORPOR	PARTS	4111705-00	10/23/2024	424.00	134106
				Total Department 40000 General Department		424.00	
				Total Fund 670 STORMWATER		424.00	
Fund: 802 ESCROW PROJECTS							
Department: 00000 ALL DEPARTMENTS							
802-00000-20366	163 WAYZATA BLVD - MOMENTS OF	BEST & FLANAGAN	163 WAYZATA BLVD (MO	628385-MOMENTS	10/30/2024	1,306.25	134170
802-00000-20379	201 LAKE ST - ZITZLOFF	BEST & FLANAGAN	201 LAKE ST E (WESTW	628385-201 LAKE	10/30/2024	562.50	134170
802-00000-20883	15419/15429 WAYZ.BLVD-CANTISSI	BEST & FLANAGAN	1405 HOLDRIDGE TERRA	628385-CANTISS	10/30/2024	375.00	134170
802-00000-20892	611 BUSHAWAY RD - WHITING	CATHERINE & DAVID WHITI	REFUND OF ESCROW OVE	10282024	10/30/2024	29,352.00	134177
802-00000-20892	611 BUSHAWAY RD - WHITING	CATHERINE & DAVID WHITI	50% RELEASE OF ESCRO	10 28 2024	10/30/2024	6,754.00	134177
802-00000-20929	1905 WAYZATA BLVD - CWE LLC	BEST & FLANAGAN	1903 WAYZATA BLVD	628385-1903 WAY	10/30/2024	137.50	134170
802-00000-20942	332 BROADWAY - ELOISE RESTAURANT	BEST & FLANAGAN	326 AND 332 BROADWAY	628385-326 BROAD	10/30/2024	1,650.00	134170
				Total Department 00000 ALL DEPARTMENTS		40,137.25	
				Total Fund 802 ESCROW PROJECTS		40,137.25	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
--- TOTALS BY FUND ---							
		101	GENERAL FUND			148,598.65	
		233	LAKEFRONT IMPROVE			23,319.84	
		235	CABLE TV			2,527.39	
		305	DOWNTOWN TIF DISTRICT 6			312.50	
		310	SUPERIOR/LAKE REALIGNMENT			171,900.00	
		316	BAY CENTER TIF #5			312.50	
		401	DOWNTOWN PARKING			1,110.00	
		403	TREE AND PLANTING			10,791.26	
		404	PARK AND TRAIL CIP			3,034.75	
		408	FACILITIES & INFRASTRUCTURE CIP			3,150.00	
		409	EQUIP REVOLVING			11,475.19	
		430	STREET CIP			152,857.05	
		610	WATER FUND			374,741.31	
		620	SEWER FUND			132,667.30	
		630	MOTOR VEHICLE			1,510.97	
		640	LIQUOR			403,196.52	
		650	SOLID WASTE			3,037.69	
		660	MARINA			3,357.78	
		670	STORMWATER			424.00	
		802	ESCROW PROJECTS			40,137.25	
		Total For All Funds:				1,488,461.95	

City of Wayzata
City Council Agenda Report

MEETING DATE: November 12, 2024	**AGENDA ITEM:** 7.b
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, Kathy Leervig, City Clerk	

ACTION REQUESTED:
Staff recommends approval of Muniicipal Licenses.

FINANCIAL OR BUDGET CONSIDERATION:
Not Applicable.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Not Applicable.

BACKGROUND:
Not Applicable.

ATTACHMENTS:
1. List of Municipal Licenses for City Council Approval

11/12/2024

LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

WERE APPROVED ADMINISTRATIVELY

2024 Tree Removal & Treatment License	
Rey's Tree and Landscape LLC	Woodbury, MN

City of Wayzata
City Council Agenda Report

MEETING DATE: November 12, 2024	**AGENDA ITEM:** 7.c
TITLE: Receipt of Building Activity Report	
PROPOSED MOTION: Not Applicable	
PREPARED BY: Megan McCrady, Permit Technician	
REVIEWED BY: Jeffrey Dahl, City Manager, Jason Wagner, Building Official	

ACTION REQUESTED:
The attached October 2024 Building Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:
Not Applicable.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Not Applicable.

BACKGROUND:
Not Applicable.

ATTACHMENTS:
1. Building Activity Report 2023-2024

2024

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	2024-YTD
BUILDING											
NUMBER OF BLDG. PERMITS	10	19	16	11	13	21	13	16	27	17	163
PROJECT VALUE	$3,500,463.00	$6,249,335.00	$2,557,663.00	$634,788.00	$1,921,690.00	$11,097,814.00	$463,474.00	$533,404.00	$1,715,761.00	$5,908,383.00	$34,582,775.00
BUILDING PERMIT FEE	**$21,892.17**	**$45,043.36**	**$21,134.81**	**$6,357.00**	**$15,135.75**	**$64,902.18**	**$6,359.64**	**$6,453.75**	**$17,695.40**	**$39,051.00**	**$244,025.06**
PLAN CHECK FEE	**$13,831.64**	**$26,905.88**	**$12,067.41**	**$3,201.90**	**$9,224.65**	**$37,473.72**	**$3,163.64**	**$2,798.75**	**$8,592.57**	**$22,274.35**	**$139,534.51**
EXTERIOR											
NUMBER OF PERMITS	1	4	5	8	5	10	10	18	11	15	87
PROJECT VALUE	$20,000.00	$140,250.00	$49,831.00	$309,726.00	$58,386.00	$121,410.00	$127,006.00	$289,757.00	$348,304.00	$704,328.00	$2,168,998.00
PERMIT FEE	**$ 368.00**	**$ 2,188.50**	**$ 1,056.00**	**$ 4,153.00**	**$ 1,185.15**	**$ 2,466.18**	**$ 2,560.00**	**$ 5,478.25**	**$ 5,198.00**	**$ 8,124.50**	**$ 32,777.58**
MECHANICAL											
NUMBER OF PERMITS	13	13	16	12	16	26	14	18	19	12	159
PROJECT VALUE	94,904.00	145,295.00	193,921.00	226,628.00	333,387.00	374,540.00	266,543.00	331,343.00	140,925.00	307,993.00	2,415,479.00
PERMIT FEE	**1,898.08**	**2,911.15**	**3,852.25**	**4,361.31**	**6,203.49**	**7,158.05**	**5,126.59**	**6,200.11**	**2,855.04**	**5,607.07**	**46,173.14**
PLUMBING											
NUMBER OF PERMITS	8	13	16	13	15	10	17	17	18	11	138
PROJECT VALUE	$166,499.00	$221,852.00	$122,886.00	$237,464.00	$184,400.00	$93,606.00	$235,211.00	$103,960.00	$242,115.00	$107,098.00	$1,715,091.00
PERMIT FEE	**$3,328.23**	**$4,346.29**	**$2,603.97**	**$4,853.02**	**$3,838.25**	**$1,937.89**	**$5,518.47**	**$2,171.45**	**$4,902.15**	**$2,276.21**	**$35,775.93**
TOTAL # OF PERMITS	32	49	53	44	49	67	54	69	75	55	547
TOTAL INCOME	**$41,318.12**	**$81,395.18**	**$40,714.44**	**$22,926.23**	**$35,587.29**	**$113,938.02**	**$22,728.34**	**$23,102.31**	**$39,243.16**	**$77,333.13**	**$498,286.22**

INSPECTIONS

BUILDING	32	39	37	45	48	34	59	37	44	68	443
EXTERIOR	7	3	3	7	3	9	8	17	20	26	103
HVAC	29	24	27	17	36	31	29	18	34	39	284
PLUMBING	17	16	26	21	18	22	28	28	27	32	235
OTHER											
TOTAL # OF INSPECTIONS	85	82	93	90	105	96	124	100	125	165	1065

RENTAL

INSPECTIONS	5	40	43	70	30	10	32	50	21	6	307

2023

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	2023-YTD
BUILDING											
NUMBER OF BLDG. PERMITS	7	12	11	9	8	19	8	20	19	14	127
PROJECT VALUE	$482,900.00	$409,808.00	$3,970,640.00	$583,688.00	$16,499,150.00	$8,549,033.00	$6,538,895.00	$1,239,951.00	$2,137,884.00	$755,424.00	$41,167,373.00
BUILDING PERMIT FEE	**$5,152.52**	**$5,500.32**	**$25,660.70**	**$5,984.25**	**$77,081.39**	**$49,311.28**	**$34,030.55**	**$12,904.61**	**$16,969.60**	**$8,267.79**	**$240,863.01**
PLAN CHECK FEE	**$1,787.60**	**$2,288.65**	**$14,533.14**	**$2,999.26**	**$50,068.77**	**$31,196.95**	**$18,942.74**	**$5,037.10**	**$8,571.05**	**$4,001.91**	**$139,427.17**
EXTERIOR											
NUMBER OF PERMITS	2	1	4	5	6	8	6	9	5	15	61
PROJECT VALUE	$72,324.00	$13,407.00	$211,643.00	$375,994.00	$83,357.00	$70,674.00	$154,481.00	$185,176.00	$135,817.00	$241,420.00	$1,544,293.00
PERMIT FEE	**$ 966.37**	**$ 263.32**	**$ 2,401.52**	**$ 3,713.39**	**$ 1,526.84**	**$ 1,482.70**	**$ 2,548.02**	**$ 3,196.99**	**$ 2,052.87**	**$ 4,462.49**	**$ 22,614.51**
MECHANICAL											
NUMBER OF PERMITS	8	12	12	10	14	9	9	15	21	16	126
PROJECT VALUE	122,256.00	726,153.00	127,900.00	91,206.00	170,804.00	284,960.00	1,061,183.00	329,251.00	162,832.00	596,152.00	3,672,697.00
PERMIT FEE	**2,436.42**	**11,808.06**	**2,555.95**	**1,859.12**	**3,451.08**	**5,192.33**	**17,092.99**	**6,415.34**	**3,292.64**	**10,179.38**	**64,283.31**
PLUMBING											
NUMBER OF PERMITS	29	6	11	14	8	7	4	16	16	5	116
PROJECT VALUE	$828,017.00	$70,009.00	$109,611.00	$107,011.00	$145,585.00	$16,437.00	$499,310.00	$257,898.00	$353,821.00	$22,900.00	$2,410,599.00
PERMIT FEE	**$11,432.88**	**$1,425.18**	**$2,271.22**	**$2,256.22**	**$2,615.70**	**$399.34**	**$8,174.65**	**$5,075.00**	**$6,120.42**	**$535.00**	**$40,305.61**
TOTAL # OF PERMITS	46	31	38	38	36	43	27	60	61	50	430
TOTAL INCOME	**$21,775.79**	**$21,285.53**	**$47,422.53**	**$16,812.24**	**$134,743.78**	**$87,582.60**	**$80,788.95**	**$32,629.04**	**$37,006.58**	**$27,446.57**	**$507,493.61**

INSPECTIONS

BUILDING	22	19	30	23	59	37	43	62	40	58	393
EXTERIOR	1	1	3	2	5	10	8	18	7	24	79
HVAC	12	9	43	10	31	24	25	36	41	38	269
PLUMBING	9	10	27	14	24	15	14	43	31	13	200
OTHER											
TOTAL # OF INSPECTIONS	44	39	103	49	119	86	90	159	119	133	941

RENTAL

INSPECTIONS	5	64	99	20	15	1	6	12	2	4	228

City of Wayzata
City Council Agenda Report

MEETING DATE: November 12, 2024	**AGENDA ITEM:** 7.d
TITLE: Approval of the 2025 Liability Insurance Coverage Waiver Form	
PROPOSED MOTION: To Approve the 2025 Liability Insurance Coverage Waiver Form	
PREPARED BY: Aurora Yager, Deputy City Manager	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends not waiving the statutory tort limits and therefore approving the 2025 Liability Insurance Coverage Waiver Form.

FINANCIAL OR BUDGET CONSIDERATION:
Not Applicable.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Not Applicable.

BACKGROUND:
As part of the annual renewal process with the League of MinnesotaCities for general liability insurance, the City is required to elect whether or not to waive the statutory tort liability limits a claimant would be able to recover.

Historically, the City has elected not to waive the statutory tort limits and that is what is proposed in the attached waiver form. By not waiving this limit, an individual claimant would be able to recover no more than $500,000 and all claimants for a single occurrence would be limited to $1,500,000.

If the City did waive the statutory tort limits, the insurer would not be able to use the tort limit as a defense. Ultimately, the increased exposure/liability coverage would increase the premium and the individual claimant could recover up to the limit of coverage purchased by the City.

ATTACHMENTS:
1. Liability Coverage Waiver Form

LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than $500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to $1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.

- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to $2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is $2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to $2,000,000, regardless of the number of claimants.

- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: City of Wayzata

Check one:

■ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: 11/12/2024

Signature: ______________________________

Position: ______________________________

City of Wayzata
City Council Agenda Report

MEETING DATE: November 12, 2024	**AGENDA ITEM:** 7.e
TITLE: Approval of Addendum to Recording Secretary Service Agreement with TimeSaver Off Site Secretarial, Inc. extending the agreement to December 31, 2025	
PROPOSED MOTION: To Approve an Addendum to the Recording Secretary Service Agreement with TimeSaver Off Site Secretarial, Inc., extending the agreement to December 31, 2025	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends approval of an Addendum to the Recording Secretary Service Agreement with TimeSaver Off Site Secretarial, Inc.

FINANCIAL OR BUDGET CONSIDERATION:
The rates are proposed to increase approximately 3.5% from last year and are incorporated into the City's general fund budget. The 2025 budget allocates $12,000 for minute-taking through the Mayor and Council division of the general fund budget.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Not Applicable.

BACKGROUND:
In 2000, the City entered into an agreement with TimeSaver Off Site Secretarial, Inc. (TOSS) to provide transcription services for meeting minutes, aiming to ensure high-quality records while saving staff time. This agreement has been extended on an annual basis. While the City is satisfied with the transcription services provided by TOSS, advancements in technology, particularly AI transcription, may offer opportunities to reduce costs. As such, the City plans to explore AI transcription options in 2025. If these AI solutions prove to be more cost-effective and do not increase staff workload, the City may choose to discontinue transcription services with TOSS, with a 30-day notice as stipulated in the contract.

TOSS has submitted an Addendum to the Recording Secretary Service Agreement, which extends the current agreement's expiration date to December 31, 2025.

ATTACHMENTS:
1. TimeSaver Contract

TimeSaver Off Site Secretarial, Inc.

October 14, 2024

Ms. Kathy Leervig, City Clerk
City of Wayzata
600 Rice Street
Wayzata, MN 55391

Dear Kathy,

Enclosed is an Addendum to the Recording Secretary Service Agreement that extends the expiration date to December 31, 2025. The unit rates reflect an increase of $1.50 per hour and 50 cents per page. The base rate reflects an increase of less than 3.5%.

Kristin Wirth, our CFO, is stepping in to replace Allen, who will retire on December 31, 2024.

We appreciate the confidence you have placed in TimeSaver to handle your meeting minute needs and look forward to continuing that relationship in 2025.

If you need further information or have questions, please feel free to contact me at 612-251-8999.

Best regards,

Carla

Carla Wirth
Owner

Enclosure: Recording Secretary Service Agreement
Return envelope

21021 Karoline Court N. ♦ Forest Lake, MN 55025 ♦ 612-251-8999

ADDENDUM TO
RECORDING SECRETARY SERVICE AGREEMENT

Dated: December 31, 2024

By and between TimeSaver Off Site Secretarial, Inc. and the City of Wayzata, 600 Rice Street, Wayzata, MN 55391.

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Recording Secretary Service Agreement dated December 31, 2023, shall be extended under the same terms and conditions to December 31, 2025.

2. TOSS CHARGES: TOSS shall be paid for its services as recording secretary for each meeting with a one (1) hour minimum, the highest rate prevailing, as follows:

   a. Base Rate: One Hundred Seventy-Two and 00/100 dollars ($172.00) for any meeting up to one (1) hour (billable time) plus Forty and 50/100 dollars ($40.50) for each thirty (30) minutes following the first one (1) hour; **or**

   b. Unit Rate: Fifty-Four and 00/100 dollars ($54.00) for the first hour of meeting time and Thirty-Six and 00/100 dollars ($36.00) for every hour after the first hour plus Sixteen and 00/100 dollars ($16.00) for each page of draft minutes for submission to the City of Wayzata for their preparation of final minutes.

At the end of the term of this Addendum or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Recording Secretary Service Agreement as of the day and year indicated.

January ____, 2025

CITY OF WAYZATA

By: ______________________
Jeffrey Dahl

Its: City Manager

October 14, 2024

TIMESAVER OFF SITE SECRETARIAL, INC.

Kristin Wirth

By: ______________________
Kristin Wirth

Its: CFO

City of Wayzata
City Council Agenda Report

MEETING DATE: November 12, 2024	**AGENDA ITEM:** 7.f
TITLE: Approval of Professional Services Agreement for 2025 Recreation Services with Wayzata Community Education	
PROPOSED MOTION: To Approve the Professional Services Agreement for 2025 Recreation Services with Wayzata Community Education	
PREPARED BY: Nick Kieser, Parks and Environment Planner	
REVIEWED BY: Mike Kelly, City Engineer/Director of Public Works, Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff and the Parks and Trails Board recommend approval of the Professional Services Agreement.

FINANCIAL OR BUDGET CONSIDERATION:
The current allocated budget for recreational services is $13,100 in the Parks Operating Budget and the proposed cost for the 2025 services is $13,065.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Sustain Community Character and Safety
The partnership with Wayzata Community Ed provides a variety of classes and programs for Wayzata residents.

BACKGROUND:
The draft Professional Services Agreement formalizes the ongoing partnership with Wayzata Community Education for the delivery of winter and summer classes. The proposal outlines 65 classes for the summer session and 10 classes for the winter session. Community Education has prepared a preliminary list of winter classes that are scheduled for this winter. The classes that are planned for Klapprich Park during the summer months will have a backup site if the park is unavailable due to construction.

Also attached is a summary of participant engagement for the classes conducted in 2024.

ATTACHMENTS:
1. 2025 Professional Services Agreement
2. Parks and Trails Proposal 2025
3. 2025 Wayzata Parks and Trails Winter Program Plan
4. Wayzata Parks and Trails Summer 2024 Summary

CITY OF WAYZATA
PROFESSIONAL SERVICES AGREEMENT
(for Wayzata Parks Community Ed 2025)

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made effective November 12, 2024 ("Effective Date") by and between the City of Wayzata, Minnesota (the "City") and Wayzata Public Schools (Community Ed Department), 13305 12th Ave North Plymouth, Minnesota 55441 ("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 Community Ed 2025 Proposal for City of Wayzata Parks and Trails Board, 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 Parks and Environment Planner.

B. Contractor's main point of contact for the Services shall be Wayzata Public School's Director of Community Ed.

III. COMPENSATION AND BILLING

As consideration for the provision of the Services and all costs associated therewith, the City agrees to pay the Contractor for the actual (i) Marketing and Promotion and (ii) Community Ed Staff Services provided for the Summer and Winter Seasons as described in the Statement of Work. Total payments for the Services shall not exceed Contractor's estimates of thirteen thousand and sixty-five dollars ($13,065.00) for both the Summer and Winter Seasons.

Contractor will invoice the City after each season for the Services provided in accordance with this Agreement, and include with such invoices detailed descriptions of the Services provided by the Contractor for 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.

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 claim; $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 60 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. To the extent allowed under Minnesota law, 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. To the extent allowed under Minnesota law, Contractor shall 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 the Contractor, including all intellectual property rights therein.

G. 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.

H. 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:
Wayzata City Hall
600 East Rice Street
Wayzata, MN 55391
Attention: Parks Planner

To Contractor:
Wayzata Public Schools
Community Ed Department
13305 12th Ave North
Plymouth, MN 55441
Attention: Jenni Ebert

I. Governing Law; Jurisdiction; Data Practices Act. This Agreement shall be construed in accordance with and 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:
City of Wayzata,
a Minnesota Municipal corporation

By: ___________________________
Johanna Mouton, Mayor

By: ___________________________
Jeffrey Dahl, City Manager

CONTRACTOR:
Wayzata Public Schools
Community Ed Department

By: ___________________________

Name: _________________________

Title: _________________________

ATTACHMENT A
STATEMENT OF WORK

Community Ed 2025 Proposal for City of Wayzata Parks and Trails Board

CommunityEd
Wayzata Public Schools

2025 Proposal for
City of Wayzata Parks and Trails Board

Wayzata Community Ed is proposing to continue with the fee of $13,065 annually, to support the costs of implementing an outdoor classes program in the city parks in partnership with the City of Wayzata Parks and Trails Board. The fees are described and broken down by season.

> Summer - Fees would support offering approximately 65 class sections over a 13-week summer period. Our goal is a run rate of at least 70% and an average of 8 participants in each class, with a target enrollment of 550 participants.
>
> Winter - These new fees would support offering 10 or more classes and events throughout the winter. We anticipate a run rate of at least 75% and an average of 8 participants in each class, with a target enrollment of 80 participants.

The table below highlights the specific items the fee would cover.

Expenditure Estimates: Summer Season	
Marketing and Promotion *Marketing and promotion would include targeted emails, social media posts, yard signs, flyers, space in print catalogs, district communications and newsletters.*	$4,665
Community Ed Staff *The following staff would be responsible for program planning, management, marketing, communication, evaluation and customer support: Youth Classes Specialist, Marketing Specialist, Community Ed Specialist and Clerical Team. This includes onsite program support.*	$6,000
Summer Sub-total	**$10,665**

Expenditure Estimate: Winter Season	
Marketing and Promotion *Marketing and promotion would include targeted emails, social media posts, yard signs, flyers, space in print catalogs, district communications and newsletters.*	$1,350
Community Ed Staff *The following staff would be responsible for program planning, management, marketing, communication, evaluation and customer support: Youth Classes Specialist, Marketing Specialist, Community Ed Specialist and Clerical Team. This includes onsite program support.*	$1,050
Winter Sub-total	**$2,400**

Built into the price of the classes are general overhead such as the online registration system and credit card processing fees. Individual classes will be priced to cover instructor fees as well as the balance of costs listed above that is not covered by the City of Wayzata contracted payment. We greatly appreciate the ongoing partnership and welcome the opportunity to continue to grow class options within the City of Wayzata.

To: City of Wayzata Parks and Trails Board
From: Wayzata Community Ed
Date: October 9, 2024
Re: Update on Winter Programs Planning

Wayzata Community Ed looks forward to the opportunity to continue our partnership with the City of Wayzata to include winter programming options. Our team has been exploring options for winter programs to take place within Wayzata's parks and trails system.Below is a draft of classes and events that we plan to schedule for the winter of 2025. The classes will be offered from January 1 to April 30, 2025. Some classes may be held multiple times throughout that time period.

Course Name	Location	2025 Status
Family Hike with a Naturalist	Wayzata Big Woods Preserve	In Process
Forest Bathing - Shinrin Yoku	Wayzata Wood-Rill SNA	Waiting to hear back
Ice Fishing	Wayzata Sailing	In Process
Mid-Winter Qigong: Enhance Your Well-being Outdoors	Wayzata Beach and Marina	In Process
New Year, New You Snowga	Wayzata Beach and Marina	Waiting for Dates
Silent Run Adventures Dog Sledding	WMS	Scheduled for 1/24
Snowshoeing	Wayzata Big Woods Preserve	Looking for Vendor
Winter Survival	Wayzata Shaver Park	Looking for Vendor

The details for these and possibly other classes will be finalized over the next month. The Community Ed Winter/Spring catalog will go to print at the end of November and be delivered to all Wayzata Public School district residents in early to mid-December (this includes all City of Wayzata residents). We will monitor registrations and will send a reminder postcard in January or early February to Wayzata residents highlighting Parks & Trails classes.

Community Ed
Wayzata Public Schools

City of Wayzata

Wayzata Parks and Trails Summer 2024

Data

Classes offered: **93**
Total enrollments: **737**
Unique participants: **647**
Average class size: **12**

Marketing Efforts

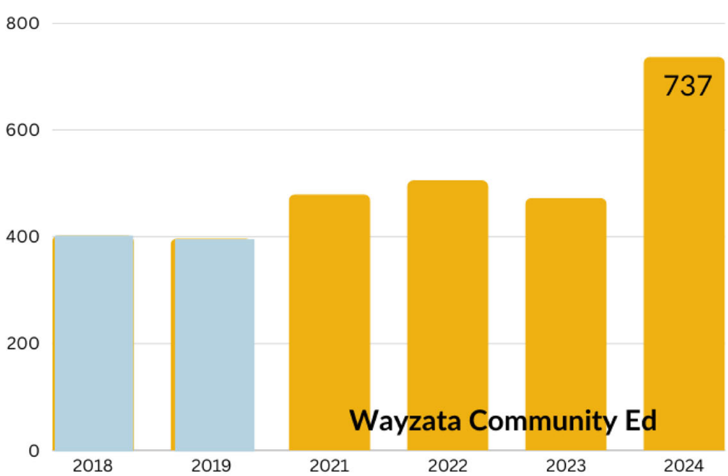
- Catalog
- Emails
- Postcard
- Social Media
- Newsletters

Top 3 ways participants reported learning about classes: online catalog, email, and family/friends.

Most Utilized Locations

1. Wayzata West Middle School
2. Wayzata Klapprich Park
3. Wayzata Depot
4. Wayzata Bell Courts

Registration totals



Classes Offered

Some classes were offered multiple times.

Adult First Sail
Amazing Athletes
Amazing Tots - Adult/Child Class
Archery Summer Camp
Baseball Tots
Beach Therapeutic Yoga
Cheerleading/Dance Camp
Draw Right Side Up! Draw Upside Down!
Energizing Morning Flow Yoga
Family First Sail
Family Yoga
Flag Football Camp
Flow and Restore Yoga
Forest Bathing - Shinrin Yoku
Intro to Stand Up Paddleboarding
Middle School: Succulent Garden Making with Kidcreate Studio
Nordic Walking
Photography 101 - Making Great Photos
Pickleball - Beginner Lesson
Pickleball - Practice and Play
Pickleball Camp
Soccer Camp
Soccer Shots
Soccer Tots
Stars Tennis Camp - Little Stars
Stars Tennis Camps - Future Stars
Stars Tennis Camps - Rising Stars
Succulent Garden Making
Tai Chi Overlooking The Lake - Beginner
Tai Chi Overlooking The Lake - Experienced
Teen Yoga
TGA Golf
TGA Golf and Pickleball - Half Day or Full Day Camp
TGA Pickleball
TGA Pickleball- Adult/Child Class
Track & Field Camp
Walk and Talk Wayzata History

City of Wayzata
City Council Agenda Report

MEETING DATE: November 12, 2024	**AGENDA ITEM:** 7.g
TITLE: Approval of Amendment to Lease Agreement with Hennepin County for the Wayzata Library at 620 Rice Street East	
PROPOSED MOTION: To Approve Fifth Amendment to Lease Agreement with Hennepin County for the Wayzata Library Building at 620 Rice Street East	
PREPARED BY: Aurora Yager, Deputy City Manager	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends approval of the amended lease agreement with Hennepin County for the Wayzata Library.

FINANCIAL OR BUDGET CONSIDERATION:
Currently, Hennepin County pays $6,429.24 a month for use of the Library. With the amended agreement, monthly rent would continue to increase 3% per year and for the months from November 1, 2024-October 31, 2034, the County would pay an additional $3,527.08 per month for capital costs. Starting in November, the County's monthly rent payment will increase by about 55%. Over 10 years, the Library will pay $423,250 just for capital costs in addition to their monthly rent for use of the space.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Diversify Revenue
Evaluating City property leases was identified as a Strategic Initiative and by approving this amended lease with Hennepin County, the City will collect additional outside revenue to pay for improvements to the Library.

BACKGROUND:
The City and Hennepin County entered into a lease agreement for the Wayzata Library in 2003. Since then, there have been four amendments to that agreement. The current agreement, among other things, stipulates that the rent will increase annually by 3% through 2028. A few years ago, when the City identified window replacements as needs in City Hall and the Library, it dramatically increased the capital costs for those buildings. While the current lease with Hennepin County for the Library stated that the City would be responsible for paying for capital improvements, due to the significant investment staff approached the County and requested a change to the lease to better recapture these costs. After months of negotiation, the County agreed to contribute an additional $423,250 for capital costs on top of their original lease payments over ten years along with an extension to their lease from 2028 to 2038.

As the windows in the library are in much better condition than City Hall and there is time to recapture the costs, staff feel that this agreement is fair and mitigates the building's costs significantly. Additionally, staff are hopeful that actual bid results for the windows will come in below budget as they did for the City Hall window project.

The proposed Amendment 5 to the Library Lease Agreement is included below along with the original agreement and the most recent Amendment 4.

ATTACHMENTS:
1. Library Lease Agreement Amendment 5
2. Original Library Lease Agreement (2003)
3. Library Lease Agreement Amendedment 4

FIFTH AMENDMENT TO LEASE AGREEMENT NO. A16491

THIS FIFTH AMENDMENT, made and entered into by CITY OF WAYZATA, a municipal corporation, hereinafter referred to as "LANDLORD"; and the COUNTY OF HENNEPIN, a public body corporate and politic under the laws of the State of Minnesota, hereinafter referred to as "COUNTY":

W I T N E S S E T H:

WHEREAS, LANDLORD and COUNTY entered into a certain Lease Agreement bearing Contract No. A16491, dated August 20, 2002, for the leasing of space in the building known as the Wayzata Library located at 600 Rice Street, Suite 620, Wayzata, MN 55391 (the “Lease”); and

WHEREAS, pursuant to the First Amendment dated January 24, 2006, the Second Amendment dated April 24, 2008, the Third Amendment dated April 23, 2013, and the Fourth Amendment dated April 5, 2018, LANDLORD and COUNTY previously amended the Lease; and

WHEREAS, LANDLORD and COUNTY desire to further amend the Lease in certain particulars;

NOW, THEREFORE, the parties mutually agree as follows:

A. Clause II, “TERM” of the Lease, as by amended by said Second, Third, and Fourth Amendments; is hereby further amended by adding the following to the end thereof:

> The term of this Lease shall be extended for a period of ten (10) years from May 1, 2028 through April 30, 2038.

B. Clause IV “GROSS RENT” of the Lease, as amended by said Second, Third, and Fourth Amendments; is hereby further amended by adding the following to the end thereof:

> From November 1, 2024, through October 31, 2034, an additional three thousand five hundred twenty-seven and 08/100 ($3,527.08) dollars monthly will be added to the Gross Rent for the County Capital Improvement Contribution as described in Section E of this Fifth Amendment. The Gross Rent payable by COUNTY to

LANDLORD from the Effective Date of this Fifth Amendment and continuing through the end of the Lease term on October 31, 2038, shall be as described in the following table:

Dates	Monthly Gross Rent from Amd 4 & Extension Period	Add'l Monthly Rent from Amortized Cap. Improvements	Total Monthly Gross Rent	Total Gross Rent Per Sq. Ft.
5/1/24 - 10/31/24	$6,429.24	$0.00	$6,429.24	$7.98
11/1/24 - 4/30/25	$6,429.24	$3,527.08	$9,956.32	$12.36
5/1/25 - 4/30/26	$6,622.12	$3,527.08	$10,149.20	$12.60
5/1/26 - 4/30/27	$6,820.78	$3,527.08	$10,347.86	$12.85
5/1/27 - 4/30/28	$7,025.40	$3,527.08	$10,552.48	$13.10
5/1/28 - 4/30/29	$7,236.16	$3,527.08	$10,763.25	$13.36
5/1/29 - 4/30/30	$7,453.25	$3,527.08	$10,980.33	$13.63
5/1/30 - 4/30/31	$7,676.84	$3,527.08	$11,203.93	$13.91
5/1/31 - 4/30/32	$7,907.15	$3,527.08	$11,434.23	$14.20
5/1/32 - 4/30/33	$8,144.36	$3,527.08	$11,671.45	$14.49
5/1/33 - 4/30/34	$8,388.70	$3,527.08	$11,915.78	$14.79
5/1/34 - 10/31/34	$8,640.36	$3,527.08	$12,167.44	$15.11
11/1/34 - 4/30/35	$8,899.57	$0.00	$8,899.57	$11.05
5/1/35 - 4/30/36	$9,166.55	$0.00	$9,166.55	$11.38
5/1/36 - 4/30/37	$9,441.55	$0.00	$9,441.55	$11.72
5/1/37 - 4/30/38	$9,724.80	$0.00	$9,724.80	$12.07

C. Clause X “COUNTY’S RESPONSIBILITIES” paragraph D of the Lease, is amended by deleting the entire paragraph D of Clause X and replacing with the following:

COUNTY will pay service charges and user fees directly to the service providers for gas, water, sewer, trash and recycling services. COUNTY will furnish janitorial services and maintain the carpeting in the Leased Premises. COUNTY will pay its proportionate share of electric for the Building directly to the LANDLORD which expense shall be separate from Gross Rent as amended and described above in paragraph B of this Fifth Amendment. Furthermore, as part of the invoice that LANDLORD sends to COUNTY for COUNTY’s proportionate share of the electricity costs, LANDLORD shall credit the COUNTY for the cost of heating and cooling the basement area of the Building underneath the Leased Premises as described in Subsection B of Section IV “Gross Rent” of the Lease Agreement. The credit shall be calculated as seventeen percent (17%) of the COUNTY’s total cost to heat and cool the basement area which costs include both electric and gas.

D. Clause XXIV “NOTICES” of the Lease, as amended by said Third and Fourth Amendments, is hereby further amended by replacing the address for the COUNTY as follows:

Hennepin County
Real Estate Manager, Facility Services
300 South Sixth Street
Minneapolis, MN 55487
realestate@hennepin.us

E. Clause XXXV “CAPITAL IMPROVEMENT” is hereby added to the Lease:

LANDLORD, at its expense, will make capital improvements (“Capital Improvement Work”) to the Building beginning on approximately November 1, 2024 and continuing through the estimated date of December 31, 2030. The estimated total cost for the Capital Improvement Work is eight hundred forty-six thousand five hundred and 00/100 dollars ($846,500.00) (“Estimated Capital Improvement Costs”). The COUNTY will pay fifty percent (50%) of the Estimated Capital Improvement Costs, which is four hundred twenty-three thousand two hundred fifty and 00/100 dollars ($423,250.00), which amount will be amortized over a ten (10) year period and added to the monthly Gross Rent payments from November 1, 2024, through October 31, 2034 (“County Capital Improvement Contribution”). Exhibit A of this Fifth Amendment describes the Capital Improvement Work that LANDLORD will perform and the respective estimated costs that make up the Estimated Capital Improvement Costs. The terms and conditions of Section VI “Leasehold Improvements” and Section VII “Indemnification and Insurance During Construction” of the Lease Agreement dated August 20, 2002 shall apply to all to all Capital Improvement Work.

F. Clause VIII “LANDLORD’S RESPONSIBILITIES”, as amended by said Fourth Amendment, is hereby further amended by adding the following to the end thereof:

LANDLORD shall provide a minimum of thirty (30) days’ notice in advance of any capital improvement or substantial repair work to be conducted at the Building.

G. The effective date of this Fifth Amendment to Lease Agreement No. A16491 shall be November 1, 2024 (“Effective Date”).

H. Except as previously amended and hereinabove amended, the terms, conditions and provisions of Lease Agreement No. A16491, dated August 20, 2002 shall remain in full force and effect.

(Remainder of Page Intentionally Blank)

COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:

Reviewed for COUNTY by:

ATTEST:

Board Resolution No:

By:

Document Assembled by:

LANDLORD

LANDLORD warrants that the person who executed this Agreement is authorized to do so on behalf of LANDLORD as required by applicable articles, bylaws, resolutions or ordinances. *

By:

____

____

____

____

* LANDLORD represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

EXHIBIT A

CAPITAL IMPROVEMENT WORK AND ESTIMATED CAPITAL IMPROVEMENT COSTS

Library Fund #437

CAPITAL PROJECT SUMMARY

			Estimated Cost (with Inflation)									
Project Year	**Project**	**Current Cost**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**
2024	Entry Heaters-Library (2), Unit Heater- Librar	7,000	6,800	-	-	-	-	-	-	-	-	-
2024	Water Heater-Library	10,800	10,500	-	-	-	-	-	-	-	-	-
2024	Replace Cork Floor Tile-Library	15,100	14,700	-	-	-	-	-	-	-	-	
2025	Return Air Fan-Library	7,700	-	7,700	-	-	-	-	-	-	-	-
2025	Ceiling Tile-Library	18,500	-	18,500	-	-	-	-	-	-	-	-
2025	Carpet-Library	47,200	-	47,200	-	-	-	-	-	-	-	-
2025	Window Replacement - Design	61,800	-	61,800	-	-	-	-	-	-	-	-
2025	Condensing Unit/AHU - Main	131,100	-	131,100	-	-	-	-	-	-	-	-
2025	Condensing Unit/AHU - Basement	136,300	-	136,300	-	-	-	-	-	-	-	-
2026	VAV Boxes-Library (21)	98,200	-	-	101,100	-	-	-	-	-	-	-
2026	Window Replacement	156,800	-	-	161,500	-	-	-	-	-	-	-
2027	Window Replacement	218,600	-	-	-	231,900	-	-	-	-	-	-
2032	Window Replacement	218,600	-	-	-	-	-	-	-	-	268,900	-
2033	Boiler (1 and 2)-Replace	73,900	-	-	-	-	-	-	-	-	-	93,600
		$ 1,148,900	**$ 32,000**	**$ 402,600**	**$ 262,600**	**$ 231,900**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 268,900**	**$ 93,600**

LEASE AGREEMENT

THIS AGREEMENT Made and entered into by and between the CITY OF WAYZATA, a municipal corporation, hereinafter referred to as "LANDLORD" and the COUNTY OF HENNEPIN, a political subdivision of the State of Minnesota, hereinafter referred to as "COUNTY"

IN CONSIDERATION of the covenants by and between the parties, IT IS HEREBY AGREED AS FOLLOWS:

I. PREMISES

LANDLORD does hereby lease to COUNTY, and COUNTY does hereby take from LANDLORD the Leased Premises, which are situated as hereinafter described:

> Approximately 9,665 square feet on the first floor in the building known as Wayzata Library located at 600 Rice Street, Wayzata, Minnesota, all as depicted and set forth in Exhibit A, attached hereto and made a part of this Lease by reference, together with the non-exclusive use in common with others entitled to use same: Library building basement, stairways, elevators, corridors, conference rooms, sidewalks, walkways, entryways, parking lots, and such other common areas, facilities and improvements designated for common use and benefit.

The Leased Premises shall be for the exclusive use of COUNTY, its agents, officers and employees for the purpose of operating a public library and to keep public hours for a minimum of Forty-one (41) hours per week, unless otherwise agreed to by the CITY in writing, together with office purposes and the various services and facilities in connection therewith.

II. TERM

A. The term of this Lease shall be for a period of five years. The proposed commencement date shall be January 1, 2003, with a termination date of December 31, 2007. The commencement of this lease term, however, is contingent upon LANDLORD's substantial completion of the space to be occupied and the leasehold improvements in accordance with plans, specifications and finish schedules, as more fully described in attached Exhibit B and Clause "Leasehold Improvements" of this Lease. If the leasehold improvements and space completion are accomplished subsequent to January 1, 2003, but prior to April 30, 2003, and COUNTY has received notice that all necessary permits and certificates prerequisite to legal occupancy have been obtained by LANDLORD, then the lease term shall commence within thirty (30) days of the notice. The commencement date and termination date shall be set forth in the space provided at the end of this Lease and shall be acknowledged in writing by LANDLORD and COUNTY's Director of Transit and Community Works.

B. If LANDLORD fails to complete the specified improvements as required herein prior to April 30, 2003, COUNTY shall notify LANDLORD in writing as to those improvements incomplete, at which time LANDLORD will have ninety (90) days from the notice to complete the improvements specified. If LANDLORD fails to perform the improvements within the ninety (90) day period, COUNTY may elect, in writing, to extend the period during which improvements by LANDLORD must be completed or COUNTY may terminate this Lease upon five (5) days' written notice, thereby causing both parties to be relieved of any further obligation hereunder.

III. CANCELLATION

COUNTY has the option to cancel all or any portion of this Lease effective at any time during the fourth and fifth lease years. Notice of cancellation is to be in writing and given to LANDLORD 180 days prior to the effective date of cancellation.

IV. GROSS RENT

COUNTY agrees to pay Forty-one Thousand Eight Hundred Forty-nine and 45/100 ($41,849.45) dollars per year ($4.33 per square foot per year), payable in equal monthly installments of Three Thousand Four Hundred Eighty-seven and 45/100 ($3,487.45) dollars.

A. Gross Rent consists of two parts:

1. Base rent at the rate of $3.25 per square foot per year (75% of gross rent), and

2. Additional rent for building and grounds operating costs at the rate of $1.08 per square foot per year (25% of gross rent).

B. The COUNTY may take a monthly credit against its gross rent for the cost of heating the basement under the COUNTY lease space. This credit will be calculated as seventeen (17%) per cent of the COUNTY'S total lease space heating cost. The COUNTY may claim this credit against its monthly rent by providing the LANDLORD with a copy of the COUNTY'S monthly heating charge with its monthly gross rent payment to LANDLORD.

If this Lease commences or terminates at any time other than the first day of the month, the gross rent payment referred to herein shall be prorated for that month. LANDLORD shall submit base rent invoices to COUNTY approximately seventeen (17) days prior to the first of each month to assure timely payment thereof.

Effective on December 1, 2003, and each subsequent December 1, during the term of the Lease Agreement, the annual gross rent may be increased by a percentage equal to the percentage that the consumer Price Index – All urban consumers (CPI-U) for the Minneapolis-St. Paul area issued by the Bureau of Labor Statistics of the United States, Department of Labor, as published for the first half of the preceding calendar year shall be exceeded by the first half of the then current year.

V. OPTION TO RENEW

Upon 180 days' written notice to LANDLORD prior to the expiration of the last year of the term of this Lease, COUNTY may renew the Lease Agreement for an additional five year period, provided COUNTY is not in default necessitating legal action by LANDLORD. During the renewal period, upon 180 days' written notice, COUNTY may terminate this Lease effective at any time of the renewal period. The renewal period shall operate under the same terms and conditions as this Lease, provided, however, that base rental rates will be mutually agreed to by the parties.

VI. LEASEHOLD IMPROVEMENTS

Prior to the commencement date but no later than April 30, 2003, LANDLORD, at its expense, shall complete all work in accordance with plans and specifications, as more fully described in attached Exhibit B with respect to the Leased Premises (Landlord's Work). The LANDLORD shall have the right to make minor adjustments to the plans and specifications with the written approval of the COUNTY Library Facilities Manager. All materials for the work shall be of good quality and all work shall be performed in a good and workmanlike manner. All work shall conform to all applicable statutes, ordinances, regulations, and codes and shall be in compliance with the Americans with Disabilities Act. Any and all persons or firms performing Landlord's Work shall be licensed, bonded, and responsible in accordance with the Minnesota State Building Code requirement and any other applicable statutes, regulations, or ordinances. All necessary licenses and permits required for Landlord's Work shall be obtained by LANDLORD, its contractors and/or subcontractors prior to, during or subsequent to the completion of the work as described above. All payments made by the LANDLORD to any contractor, laborer, or material person or supplier shall be made in a timely manner, and LANDLORD shall place the premises in a fully occupiable condition prior to the commencement date of this Lease, which shall include removal of all waste, debris or rubbish, and all materials or tools used by LANDLORD or its contractors in the completion of Landlord's Work.

Prior to the commencement date, COUNTY shall have the right to enter upon the Leased Premises at reasonable times for the purpose of installing furnishings, fixtures and equipment. The COUNTY shall be responsible for any damages/injuries related to this activity.

VII. INDEMNIFICATION AND INSURANCE DURING CONSTRUCTION

A. During construction LANDLORD agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, liens, claims, causes of action, judgments, damages, losses, costs and expenses, including reasonable attorney's fees, resulting directly or indirectly from:

1. Any act or omission of LANDLORD, its contractors, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in connection with the leasehold improvements.

2. Failure of the LANDLORD to perform fully, in any respect, all obligations under this Agreement.

3. Any labor, equipment, or materials delivered or claimed to have been delivered to the leased premises in connection with the LANDLORD'S leasehold improvements.

B. In order to protect the LANDLORD and those listed above under the indemnification provision, the LANDLORD agrees at all times during construction of the leasehold improvements to have and keep in force the following insurance coverages either under a purchased insurance program or self-insurance program. If the LANDLORD is self-insured, it will provide the COUNTY with a Statement of Self-Insurance. The LANDLORD will also require its contractors and subcontractors to also have and keep in force the insurance coverages.

	Limits
1. Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	$1,000,000
Products - Completed Operations Aggregate	1,000,000
Personal and Advertising Injury	1,000,000
Each Occurrence - Combined Bodily Injury and Property Damage	1,000,000
2. Automobile Liability - Combined single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles.	1,000,000
3. Workers' Compensation and Employer's Liability:	
Workers' Compensation If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota law.	Statutory
Employer's Liability. Bodily injury by:	
Each Accident	100,000
Disease - Policy Limit	500,000
Disease - Each Employee	100,000

An Umbrella Liability insurance policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of the LANDLORD and its contractors to determine the need for and to procure additional insurance that may be needed in connection with the construction of the leasehold improvements. Copies of insurance policies shall be promptly submitted to the COUNTY upon written request.

Contractors and their subcontractors shall not commence work until they have obtained required insurance and filed with the LANDLORD a properly executed Certificate of Insurance that clearly evidences the required insurance coverages. The certificate shall name the LANDLORD as the certificate holder and as an additional insured for the Commercial General Liability coverage with respect to operations covered under the contract. The certificate should also show that the LANDLORD will receive 30 days' prior written notice in the event of cancellation, non-renewal, or material change in any described policies.

Contractors shall furnish to the LANDLORD updated certificates during the term of the Lease agreement as insurance policies expire.

C. During the period of construction of Landlord's Work, LANDLORD shall purchase and maintain or cause its contractors to purchase and maintain such insurance as will protect the COUNTY from claims set forth below which may arise out of or result from the work to be performed as described above, when the work is performed by LANDLORD, or any contractor, subcontractor, or by anyone for whose acts any of them may be liable. LANDLORD shall provide acceptable certificates of insurance as necessary to show continuous coverage as follows:

1. Claims under Workers' Compensation and Employer's Liability and other similar employee benefit acts;

2. Claims for damages because of personal or bodily injury, sickness or disease, or death of any person other than LANDLORD's employees;

3. Claims for damages, other than to the goods or work itself, because of damage to or destruction of tangible property, including loss of use resulting therefrom; and

4. Claims for damages because of bodily injury or death of any person or property damage arising from the ownership, maintenance, or use of any motor vehicle in the performance of the work as described above.

D. To protect itself and COUNTY under the indemnification provisions above, LANDLORD will at all times during construction of Landlord's Work provide or cause its contractors to purchase and maintain insurance coverage and certificates evidencing such, as follows:

1. Workers' Compensation and Employer's Liability Insurance;

2. Commercial General Liability insurance policy in an amount not less than One Million ($1,000,000) Dollars for death, bodily injury, personal injury, and/or property damage, arising out of a single occurrence;

3. Automobile Liability insurance of One Million ($1,000,000) Dollars per person for death, bodily injury, and property damage covering owned, non-owned, and hired automobiles;

E. Insurance coverage shall be acknowledged by certificates of insurance. All certificates of insurance shall provide that the insurance company shall give Hennepin County thirty (30) days' written notice of cancellation, non-renewal, or any material change in any described policies.

VIII. LANDLORD'S RESPONSIBILITIES

A. LANDLORD's responsibilities, the costs of which LANDLORD will bear, include but are not limited to the following:

1. Provide electricity to the Leased Premises for standard building office use during normal business hours;

2. Provide water for drinking, lavatory, and toilet purposes;

3. Maintain the heating, ventilating, and air conditioning equipment, toilet facilities, any sprinkling system, and other equipment, machinery or system that is or may be installed in good repair and modify or replace when necessary;

4. Furnish heating, ventilating, and air conditioning to provide a temperature condition for comfortable occupancy of the Leased Premises;

5. If provided now or in the future, elevator service in common with others and maintain the elevator(s) in good and sound condition;

6. Maintain the interior common areas of the Building in good and useable condition and in thorough repair, including, but not limited to, floors, walls, ceilings, corridors, stairs, railings, windows, and any appurtenances to any of the foregoing items and to any items not mentioned. Maintain in good repair and replace when necessary all carpeting in the Leased Premises;

7. Maintain grounds, landscaping, driveways, walkways and parking lots adjacent to the Building, keeping driveways, walkways, and parking lots reasonably free of snow, ice, or debris.

8. Replace exterior broken glass, including plate glass, fluorescent tubes, and incandescent bulbs, replace or repair fluorescent or incandescent fixtures, starters or ballasts as needed;

9. Promptly make all necessary repairs and perform reasonable preventive maintenance to keep all equipment, systems and the Leased Premises in good and useable condition, and to provide COUNTY, upon request, with records of the maintenance performed.

10. Maintain the exterior of the Building in a good and useable condition and in thorough repair and make all structural repairs or necessary modifications or replacements thereto including, but not limited to, the roof, walls, foundation, drains, downspouts, gutters and appurtenances thereto, sewers and waste pipes or facilities on or leaving the premises, and those portions of all utility lines supplying the premises which are located outside the premises, unless such utility lines are maintained or repaired by utility companies;

12. Make any repairs necessitated by the acts of God, the elements, water seepage, or other causes, whether similar or dissimilar, which are not under COUNTY's control, provided that COUNTY shall make good faith efforts to prevent waste, damage, or injury to the Leased Premises; provided further that LANDLORD shall not be required to make any such repairs, modifications, or replacements which become necessary or desirable by reason of the negligence of COUNTY, its agents, or employees.

13. Make any repairs or changes which may be necessary to make the premises comply with applicable laws, ordinances, orders or regulations of any Federal, State, County, or Municipal authority now or hereafter in effect, except when the changes are necessitated by COUNTY's specialized use of the Leased Premises. During or after work of any kind by LANDLORD in the leased areas, LANDLORD shall not leave such

areas unattended, or, if left unattended, shall make certain that such areas are locked and secured.

B. If LANDLORD fails to make any of the aforesaid repairs or changes or perform any other covenant herein required to be performed and if LANDLORD fails to respond with reasonable cause as to its failure within ten (10) days after COUNTY's written request therefor, then:

1. LANDLORD shall be liable for any reasonably foreseeable damage to property or loss thereby sustained by COUNTY whenever such damage or loss is not negligently or willfully caused by the conduct of COUNTY; and

2. COUNTY may, but shall not be obligated to, have such repairs or changes made or defaults cured at the expense of LANDLORD, if the changes or defaults were expenses of LANDLORD as previously defined in this clause.

LANDLORD agrees that, if in an emergency it shall become necessary promptly to make any repairs or changes required to be made by LANDLORD at COUNTY's expense, as previously defined in this paragraph, or to perform its covenants, COUNTY, at its option, may proceed forthwith to have the repairs or changes made and defaults cured and pay the cost thereof.

LANDLORD further agrees that, if in an emergency it shall become necessary to make any repairs or perform any services required to be made by LANDLORD at its expense, as previously defined in this paragraph, or to perform its covenants, COUNTY, at its option, may proceed forthwith to have the repairs made or services required, at the expense of and to the account of LANDLORD.

IX. ASBESTOS-CONTAINING BUILDING MATERIALS

LANDLORD agrees either to:

A. Warrant and represent that the Building of which the premises are a part is entirely free of asbestos and asbestos-containing materials. If, at any time during the initial term of this Lease or any renewal term, friable asbestos or asbestos-containing materials are found in a disturbed state within or a part of the building, COUNTY shall have the option to cancel this Lease by giving at least thirty (30) days' written notice to LANDLORD of its intention to so terminate. LANDLORD shall indemnify, defend, and hold the COUNTY harmless from and against any and all claims made by any employee, invitee, or licensee related to or arising out of or in any way connected with asbestos and/or asbestos-containing materials which are found within or a part of the Building and any costs related to any such claims, including attorney's fees;

or

B. Conduct an inspection/survey of the Building of which the premises are a part for asbestos and asbestos-containing materials, as defined in the Asbestos Hazard Emergency Response Act of 1986 (AHERA) and promulgated in the final rules and regulations of the Environmental Protection Agency 40 C.F.R., Part 763, and subsequent amendments. The inspection/survey shall comply with the procedures detailed in 40 C.F.R., Part 763. The survey/assessment shall be conducted by an accredited inspector utilizing accredited laboratories as defined in 40 C.F.R., Part 763. LANDLORD's qualified inspector shall assess and classify all asbestos-containing building materials (ACBM) and suspected asbestos-containing building materials. The assessment shall conform to the procedures and requirements of AHERA 40 C.F.R., Part 763.88. The assessment shall consider but not be limited to: the amount of material; its location; its accessibility; whether it is friable or not; its asbestos content; its physical condition; its potential for disturbance and/or damage; influence of vibration; the potential for air erosion and transmission and any preventative measures necessary to elimination of further damage. The assessment shall classify all ACBM or suspected ACBM into one of the seven AHERA 40 C.F.R., Part 763.88, categories and provide the reasons underlying such decisions.

If asbestos or asbestos-containing building materials are identified in the Building of which the Leased Premises are a part, LANDLORD shall develop a written asbestos management plan for the Building consistent with 40 C.F.R., 763.90-.94. Prior to occupancy, LANDLORD shall provide a copy of the assessment/study and written management plan to COUNTY. If, at any time during the initial term of this Lease or any renewal term, LANDLORD fails to comply with the management plan, COUNTY shall have the option to cancel this Lease by giving at least thirty (30) days' written notice to LANDLORD of its intention to so terminate.

LANDLORD shall indemnify, defend, and hold the COUNTY harmless from and against any and all claims made by any employee, invitee, or licensee related to or arising out of or in any way connected with asbestos and/or asbestos-containing materials which are found within or a part of the Building and any costs related to any such claims, including attorney's fees.

X. COUNTY'S RESPONSIBILITIES

A. COUNTY agrees to permit LANDLORD, its officers, agents, employees, and contractors to enter the Leased Premises occupied by it at all reasonable times to view or show the premises to parties wishing to purchase, lease, or make repairs, alterations, or improvements to the Building or parts thereof herein leased, and insert such tools, appliances, or other materials they may deem necessary for the purpose of making repairs, alterations, and improvements; provided that LANDLORD gives at least two (2) working days' written notice to COUNTY prior to the making of any repairs, alterations, or improvements, as aforesaid, or prior to the insertion of any tools, appliances, or other material as aforesaid, emergency repairs excepted.

B. COUNTY agrees to pay gross rent prior to the fifth day of month then billed for and further agrees that if payment due hereunder by COUNTY is not paid when due, interest shall accrue in accordance with Minnesota Statutes (1996), Section 471.425, provided, however, that if COUNTY withholds payment for failure of LANDLORD to provide service or failure to comply with any of the provisions of this Lease, no interest penalty shall accrue against COUNTY.

C. COUNTY will not permit any mechanic's, laborer's, or materialmen's liens to stand against the Leased Premises for any labor or material furnished to or for the account of COUNTY, or claimed to have been so furnished in connection with any work performed or claimed to have been performed in, on, or about the Leased Premises, provided, however, that COUNTY shall be given a period of forty-five (45) days after written notice from

LANDLORD to remove any such liens. Their existence prior to the expiration of the forty-five (45) day period shall not constitute a breach of any of the provisions of this Lease.

If the COUNTY fails to remove liens as required under this Section it shall be liable to the LANDLORD for all costs incurred in removing such liens, including reasonable attorney's fees and costs.

D. COUNTY will pay service charges and user fees for its gas, electric, water, sewer, trash and recycling services. COUNTY will furnish custodial or janitorial services and shampoo or steam-clean as needed the carpeting in the Leased Premises.

XI. COUNTY'S RIGHT TO REMOVE PERSONAL PROPERTY

COUNTY shall have the privilege at any time on or before vacating the premises of removing any and all of its personal property, equipment, trade fixtures, drapes, and furnishings, and COUNTY shall repair any damage thereby caused.

XII. SURRENDER OF PREMISES

Upon the expiration or termination of this Lease, COUNTY shall, at its expense, remove COUNTY's goods and effects and those of all persons claiming under COUNTY and quit and deliver up the Leased Premises to LANDLORD peaceably and quietly in as good order and condition as the same were in on the Commencement Date or were thereafter placed by LANDLORD, except that COUNTY is not obligated to remove any LANDLORD approved alterations, additions, or improvements to the Leased Premises, reasonable wear and tear excepted. Any property left in the Leased Premises thirty (30) days after such expiration or termination may be disposed of by LANDLORD, as LANDLORD deems expedient.

XIII. COMPLIANCE WITH ORDINANCES, RULES AND REGULATIONS: NUISANCE

A. COUNTY agrees not to occupy, use, or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is unlawful, disreputable, or deemed to be extra hazardous on account of fire or permit anything to be done which would in any way increase the rate of fire insurance coverage on the Building or its contents.

B. COUNTY agrees to comply with all laws, ordinances, and regulations of Federal, State, Municipal, and local government agencies insofar as they apply to COUNTY's occupancy of the Leased Premises, provided, however, that LANDLORD is responsible for all physical modifications to the Building to conform to laws, ordinances, and regulations as set forth in Clause "Landlord's Responsibilities." COUNTY shall comply with the reasonable rules of the LANDLORD adopted by LANDLORD from time to time for the safety, care, and cleanliness of the Leased Premises and Building and for the preservation of good order therein, provided that the rules are submitted to COUNTY in writing and do not conflict with the provisions of this Lease.

XIV. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting LANDLORD as the agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. LANDLORD is to be and shall remain an independent contractor under this Lease Agreement. Any and all personnel of LANDLORD or other persons, while engaged in the performance of any activity under this Lease Agreement, shall have no contractual relationship with COUNTY, and any and all claims that may or might arise under the workers' compensation act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including, without limitation, claims of discrimination against LANDLORD, its officers, agents, contractors, or employees shall in no way be the responsibility of COUNTY, and LANDLORD shall defend, indemnify, and hold COUNTY, its officers, agents, and employees harmless from any and all such claims, regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

XV. REIMBURSEMENT OF COUNTY

If COUNTY shall make any payment or advance, at the expense or for the account of LANDLORD pursuant to any provisions of this Lease, and, if, after deducting the amount expended from the rent due or to become due, the amount is not reimbursed at the expiration of the term hereby granted or any extension thereof, COUNTY may remain in possession of the premises until completely reimbursed. Anything contained herein for the reimbursement of any monies expended, as aforesaid, shall not preclude the COUNTY from seeking and obtaining the recovery of any such monies in a court of law and, if successful, LANDLORD shall pay all costs in connection therewith, including reasonable attorney's fees, nor shall COUNTY be precluded from availing itself of any other right or remedy allowed by this Lease in law or equity.

XVI. CHANGE IN OWNERSHIP

If the ownership of the premises or the name or address of the party entitled to rent hereunder shall be changed, COUNTY may continue to pay the rent accrued and to accrue hereunder to the party to whom and in the manner which the last preceding installment of rent was paid, until receipt of proper notice of the change, and each payment shall, to the extent thereof, exonerate and discharge the COUNTY.

XVII. ASSIGNMENT BY LANDLORD

LANDLORD shall have the right to transfer and assign all of its right, interest, and obligations hereunder and in the Building and the property referred to herein, provided, however, that the transfer or assignment shall be subject to the provisions of this Lease, whereupon COUNTY shall continue to comply with the provisions of this Lease Agreement. No further liability shall accrue to LANDLORD with the exception of claims previously asserted by COUNTY hereunder which have not been resolved.

XVIII. EMINENT DOMAIN

During the term of this Lease, if a part only of the Leased Premises be taken for public use under right of eminent domain, and, if the remainder, in the opinion of COUNTY, is not suitable for its purpose, COUNTY, at its option, may cancel this Lease; but if it shall not elect to do so, the monthly rental thereafter shall be reduced by an amount which bears the same ratio to that herein provided for as the area taken bears to the total area prior to the taking. In the event of a partial or an entire taking, nothing herein shall prejudice the rights of COUNTY to recover compensation from the condemning authority for any loss or damage including removal or relocation expenses caused by such condemnation. The loss, damage, removal, or relocation expense shall be exclusive of any award made to LANDLORD as a result of the condemnation. The terms "condemnation" and "eminent domain" shall include a private purchase by a public or quasi-public entity in lieu of a formal acquisition.

XIX. RESTORATION AND REPAIR

If the Leased Premises are damaged by fire, elements or any other casualty, but not to such an extent as to render the same unfit for occupancy, LANDLORD shall promptly repair and restore the damaged property, or parts of the Building, and there shall be no abatement of any rent due hereunder. If the Leased Premises are so damaged by fire, the elements or any other casualty as to render them unfit for occupancy, but in such a state they can reasonably be expected to be restored within ninety (90) days of the happening of the injury thereto, and LANDLORD elects, in writing, within twenty-five (25) days from the occurrence of the damage that the premises should be repaired or restored, the same shall be repaired with due diligence by LANDLORD, at its cost and expense, and the rent payable herein shall be proportionately paid to the time of the damage and thereafter cease until such time as the premises are fully restored. If the Leased Premises are in such a state they cannot reasonably be expected to be restored within ninety (90) days of the happening or injury, but LANDLORD elects that the premises should be repaired or restored, this Lease may be continued only at the agreement of both parties. In either of the latter two cases, if the election to restore is not made as aforesaid, then this Lease shall cease and terminate and no rent shall be paid by COUNTY for the period subsequent to the date of damage. If the premises cannot be occupied by COUNTY because of the foregoing circumstances or because the Lease has been terminated for any reason whatsoever, LANDLORD shall refund to COUNTY all rent which has been paid in advance and which is applicable to the relevant period of inoccupancy. LANDLORD shall not be responsible to COUNTY for damage to or destruction of COUNTY's furniture, furnishings, equipment, or other personal property in, on or about the Leased Premises, unless caused by the negligent or willful acts of LANDLORD, its agents, or employees.

XX. HOLDING OVER

In the event of holding over by COUNTY after expiration or termination of this Lease without written consent of LANDLORD, COUNTY shall pay as liquidated damages twice the Gross Rent which COUNTY was obligated to pay for the month immediately preceding the end of term of this Lease. No holding over by COUNTY after the term of this Lease shall operate to extend the term. In the event of any unauthorized holding over, COUNTY shall indemnify LANDLORD against all claims for damages by any other tenant to whom LANDLORD may have leased all or any part of the Leased Premises covered hereby. Any holding over with the consent of LANDLORD, in writing, shall thereafter constitute this Lease a lease from month to month.

XXI. DEFAULT BY COUNTY

A. COUNTY may be deemed to be in default if rent payments due under this Lease Agreement remain unpaid for twenty (20) days after written notice from LANDLORD; and/or if COUNTY fails to perform other covenants which it is required to perform under the terms and conditions of this Lease Agreement, with the exception of those disputes which must be resolved by a court of competent jurisdiction, which continue after thirty (30) days' written notice by LANDLORD. In the event of the occurrence of any or all of the above conditions, the LANDLORD may elect to exercise any of the following remedies at law or in equity:

B. LANDLORD may terminate this Lease and by legal process repossess the Leased Premises and be entitled to recover damages, which may include (i) the cost of recovering the Leased Premises; (ii) the unpaid gross rent owed at the time of termination, plus interest thereon from due date; (iii) the balance of the base and additional rent for the remainder of the term less the fair market value of the Leased Premises for the period and (iv) any other sum of money as may be determined fair and equitable under the circumstances by the court having jurisdiction over the matter, including reasonable attorney's fees.

C. LANDLORD may terminate COUNTY's right of possession (but not this Lease) and may repossess the Leased Premises upon reasonable notice to COUNTY and without terminating this Lease, in which event, LANDLORD will make a good faith effort to relet the same for the account of COUNTY at comparable market rental rates and upon comparable terms. For the purpose of the reletting, LANDLORD is authorized to restore the Leased Premises to building standard and (i) if LANDLORD shall fail to relet the Leased Premises or (ii) if the same are relet and a sufficient sum shall not be realized from the reletting after paying the unpaid gross rent due hereunder earned but unpaid at the time of reletting plus interest in accordance with Minnesota Statutes (1996), Section 471.425, the cost of recovering possession and all of the costs and expenses of repairs, changes, alterations, and additions by LANDLORD and the expense of the reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then COUNTY shall pay to LANDLORD, as damages, a sum equal to the amount of rent reserved in this Lease for such period or shall satisfy and pay the deficiency upon presentation of a proper invoice therefor from time-to-time, and COUNTY agrees that LANDLORD may file suit to recover any sums falling due under the terms of this clause. Notwithstanding any reletting without termination, LANDLORD may, at any time thereafter, elect to terminate this Lease for the previous breach.

D. If the default can be cured by the expenditure of money, LANDLORD may cure the default, charge the reasonable cost, thereof to COUNTY and COUNTY shall pay the same within thirty (30) days of written demand, together with interest thereon at the maximum rate allowed by law. Thereafter, COUNTY shall have no further obligation to cure the default.

E. In any such legal proceeding instituted by LANDLORD under the provisions of this Lease, COUNTY shall not be deemed to have admitted defaults as claimed by LANDLORD, in spite of LANDLORD's written notice to the contrary and reserves all of its legal defenses in law or equity and the right to interpose counterclaims which may have arisen in its favor.

XXII. LANDLORD INDEMNIFICATION AND INSURANCE

A. LANDLORD agrees to defend, indemnify, and hold harmless COUNTY its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the LANDLORD, a contractor, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Lease, and against all loss by reason of the failure of the LANDLORD to perform fully, in any respect, all obligations under this Lease.

B. LANDLORD agrees for the term of the Lease to have and keep in force Commercial General Liability insurance either under a purchased insurance program or self-insurance program. The per occurrence and aggregate limits must not be less than $1,000,000. LANDLORD also agrees for the term of the Lease to have and keep in force All Risk Buildings and Contents insurance with a waiver of subrogation clause B. LANDLORD agrees, at all times during the term of this Lease, and beyond such term when so required, to have and keep in force Commercial General Liability insurance with per occurrence and general aggregate limits of not less than One Million ($1,000,000) Dollars.

C. Prior to the effective date of this Lease Agreement, LANDLORD will furnish COUNTY with Certificates of Insurance as stated above. All Certificates shall provide that the insurance company shall give thirty (30) days' written notice to COUNTY of cancellation, non-renewal, or any material change in the policy. LANDLORD further agrees to furnish annually to COUNTY an acknowledgment that the policies remain in effect.

XXIII. COUNTY INDEMNIFICATION AND INSURANCE

A. COUNTY agrees to defend, indemnify, and hold harmless LANDLORD its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the COUNTY a contractor, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Lease, and against all loss by reason of the failure of the COUNTY to perform fully, in any respect, all obligations under this Lease.

B. In order to protect itself as well as the LANDLORD under the indemnity provisions hereinabove set forth, COUNTY will entertain claims, lawsuits, and any legal proceedings arising out of general liability covering officers, agents, and employees of COUNTY acting within the scope of their employment while engaged in activities connected with this Lease Agreement in an amount not more than Three Hundred Thousand ($300,000) Dollars per claimant for death, bodily injury, personal injury, property loss, and One Million ($1,000,000) Dollars for total personal injury, bodily injury, property loss, and/or damages arising from any one occurrence, or greater limits which may be subsequently allowed in Minnesota Statutes, Sections 466.02 and 466.04. COUNTY warrants that it is self-insured and is able to comply with the foregoing indemnification and insurance coverage requirements.

C. COUNTY agrees for the term of the Lease that it will have and keep in force All Risk Buildings and Contents insurance coverage with a waiver of subrogation clause.

XXIV. NOTICES

Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Lease or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

TO LANDLORD:	Wayzata City Manager 600 Rice street Wayzata, MN 55391
TO COUNTY:	Manager, Leasing & Land Management Transit & Community Works Department 417 North 5th Street, Suite 320 Minneapolis, MN 55401-1362

Either party may designate a different addressee at any time by giving written notice thereof as above provided. Any notice delivered by hand shall be deemed received upon actual delivery.

XXV. COUNTY'S RIGHT TO CURE LANDLORD DEFAULT

If LANDLORD shall fail to pay the principal, interest or installment of either on any contract for deed or on any mortgage paramount to this Lease, or any installment of taxes, charges, easements, water, or other charges affecting the premises, within ten (10) days after due, or shall fail promptly to remove any other lien or charge which could jeopardize the COUNTY's right to possession as hereby granted, COUNTY may pay the items in question. Any such payment shall entitle COUNTY to be subrogated to the lien or charge of the item so paid until COUNTY is reimbursed by LANDLORD for the same. In addition, COUNTY shall be entitled to reimbursement thereof from LANDLORD, and COUNTY may apply such claim against any subsequent installment of rent.

XXVI. QUIET ENJOYMENT

LANDLORD covenants that it is well seized of and has good right to lease the premises, will warrant and defend the title thereto, and will indemnify against any damage and expense which COUNTY may suffer by reason of any lien, encumbrance, restriction, or defect in its title to or the description herein of the premises. LANDLORD further warrants and covenants that the premises may be used for the purposes herein contemplated throughout the term of this Lease and any extension hereof and COUNTY shall quietly enjoy the premises for the full term herein granted and for all extensions herein provided.

XXVII. SIGNS

LANDLORD, at its expense, shall provide a sign on the Building exterior of the Leased Premises. COUNTY shall not erect, nor permit to be erected on the Premises, any signs nor lighted decorations of any kind or nature without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or delayed.

XXVIII. ASSIGNMENT OR SUBLEASE BY COUNTY

COUNTY shall not assign or in any manner transfer this Lease or any interest therein or sublet the Leased Premises or any part or parts thereof, or permit occupancy by anyone without the prior written consent of LANDLORD. Consent by LANDLORD to one or more assignments of this Lease or to one or more sublettings of the Leased Premises shall not operate as a waiver of LANDLORD's rights under this clause. No assignment shall release COUNTY of any of its obligations under this Lease nor be construed or taken as a waiver of any of LANDLORD's rights hereunder. The acceptance of rent from someone other than COUNTY shall not be deemed to be a waiver of any of the provisions of this Lease or consent to any assignment or subletting of the Leased Premises. LANDLORD shall have the right to terminate this Lease in the event of COUNTY's failure to comply with terms of this Clause.

XXIX. AFFIRMATIVE ACTION POLICY

In accordance with Hennepin County's policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable Federal or State laws against discrimination shall be otherwise subjected to discrimination.

Further, if this Agreement is for a sum of over One Hundred Thousand Dollars ($100,000) or is one of several contracts with LANDLORD within a twelve (12) month period totaling more than One Hundred Thousand Dollars ($100,000) or is amended to exceed One Hundred Thousand Dollars ($100,000) and a written exemption was not granted or was withdrawn by the COUNTY's Targeted Contract Services Division Director, LANDLORD and COUNTY agree that (1) "Hennepin County's Appendix Y" forms and is a part of this Lease Agreement as though fully set forth herein, (2) LANDLORD will furnish all information and reports required by the Hennepin County Affirmative Action Policy, and (3) LANDLORD shall adopt and comply with the Hennepin County Board's Equal Employment Opportunity/Affirmative Action Policies with regard to employment. If at any time during the lease term the basis of an approved exemption should change, LANDLORD shall inform the Director in writing within ten (10) calendar days from the date of the change.

XXX. PAPER RECYCLING

COUNTY encourages LANDLORD to develop and implement an office paper and newsprint recycling program.

XXXI. WAIVER OF COVENANTS

Failure of LANDLORD or COUNTY to insist, in any one or more instances, upon strict performance of any term, covenant, or condition of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of the term, covenant, condition, or option, but the same shall continue and remain in full force and effect. The receipt by LANDLORD of rents with knowledge of a breach in any of the terms, covenants, or conditions of this Lease to be kept and performed by COUNTY shall not be deemed a waiver of the breach, and LANDLORD or COUNTY shall not be deemed to have waived any provision of this Lease until expressed in writing and signed by LANDLORD or COUNTY.

XXXII. MISCELLANEOUS

A. This Lease shall be binding upon and inure to the benefit of LANDLORD, its successors, and assigns and shall be binding upon and inure to the benefit of COUNTY, and to the extent assignment may be approved by LANDLORD hereunder, COUNTY's successors or assigns.

B. If any term or provision of this Lease, with the exception of those terms or provisions which pertain to the quiet enjoyment and occupancy of the premises by COUNTY for the intended business purpose, is deemed invalid or unenforceable by any recognized tribunal, including a certified mediator, arbitrator, or court of competent jurisdiction, the remainder of this Lease shall be valid and enforceable to the extent permitted by law.

C. The captions in this Lease are for convenience only and are not part of this Lease.

D. This Lease is declared to be a Minnesota contract, and all of the terms hereof shall be construed according to the laws of the State of Minnesota.

LANDLORD, having signed this Agreement, and the Hennepin County Board of Commissioners having duly approved this Lease Agreement on the 20th day of Aug, 2002, and pursuant to such approval, the proper County officials having signed this Lease Agreement, the parties hereto agree to be bound by the provisions set forth herein.

COUNTY OF HENNEPIN
STATE OF MINNESOTA

APPROVED AS TO FORM:

Assistant County Attorney
Date: 7/11/02

By: Mike Opat
An original document was personally signed by the Chair and is on file with the Clerk of the Board
Chair of the County Board

And: Sandra L. Vargas
Assistant/Deputy/County Administrator

APPROVED AS TO EXECUTION:

Assistant County Attorney
Date: 6/25/02

ATTEST: Judith A. Chumley
Deputy/Clerk of the County Board

By:
Director, Transit & Community Works

CITY OF WAYZATA

By:
Mayor

And:
City Manager

The City is organized pursuant to Plan A _____ Plan B _____ Charter ✓

Commencement date: 5-1-03

Termination date: 4-30-08

By LANDLORD:

By COUNTY:

LC16491

EXHIBIT A Lease A16491

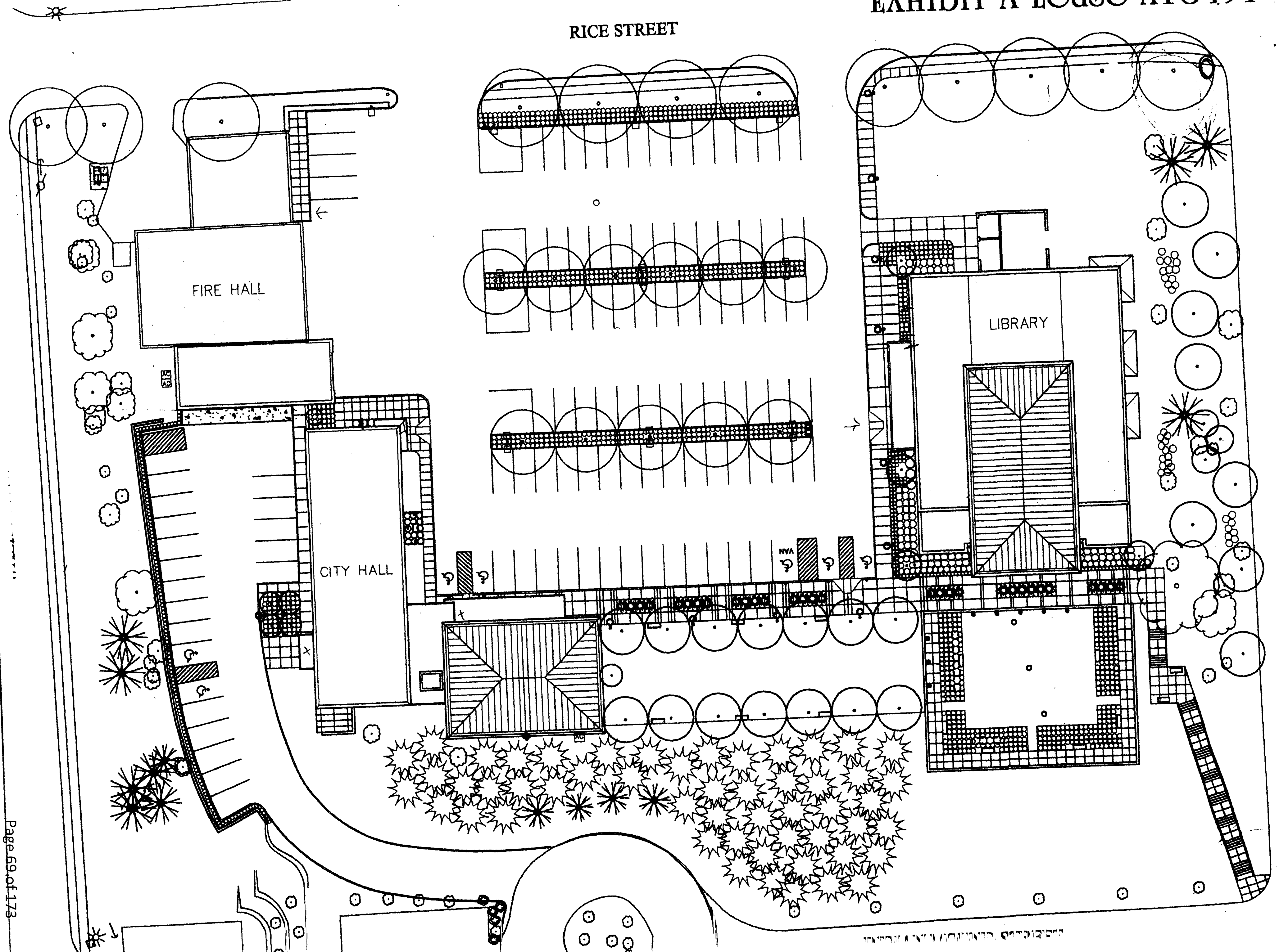


EXHIBIT B Lease A16491

COLLINS HANSEN ARCHITECTS

400 First Avenue North, Suite 528
Minneapolis, Minnesota 55401
Telephone: (612) 338-8181
Facsimile: (612) 338-0007
chs@collinshansen.com

CONTACT: DENNIS McGRATH

[redacted]

Date: 14 JANUARY 2002

Commission: 0002

Drawn By: SP, RY

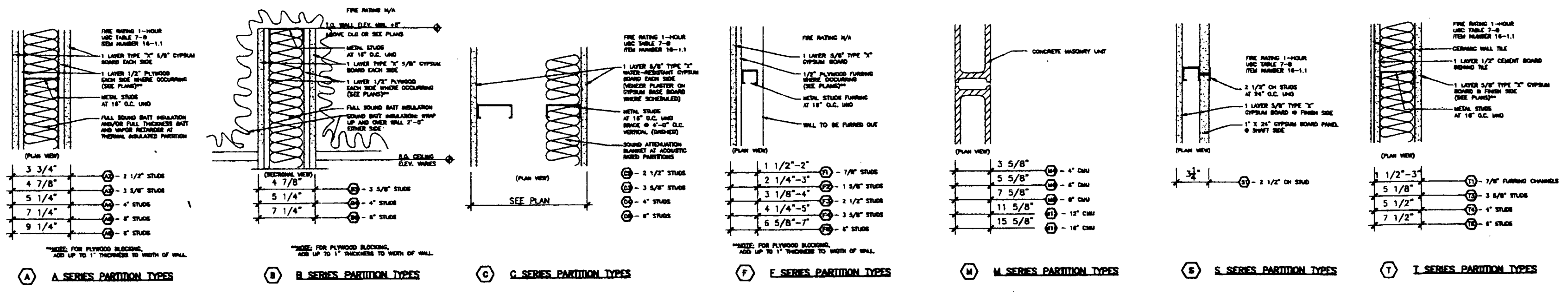
Checked By: DM, EP

CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED UNDER THE STATE OF MINNESOTA

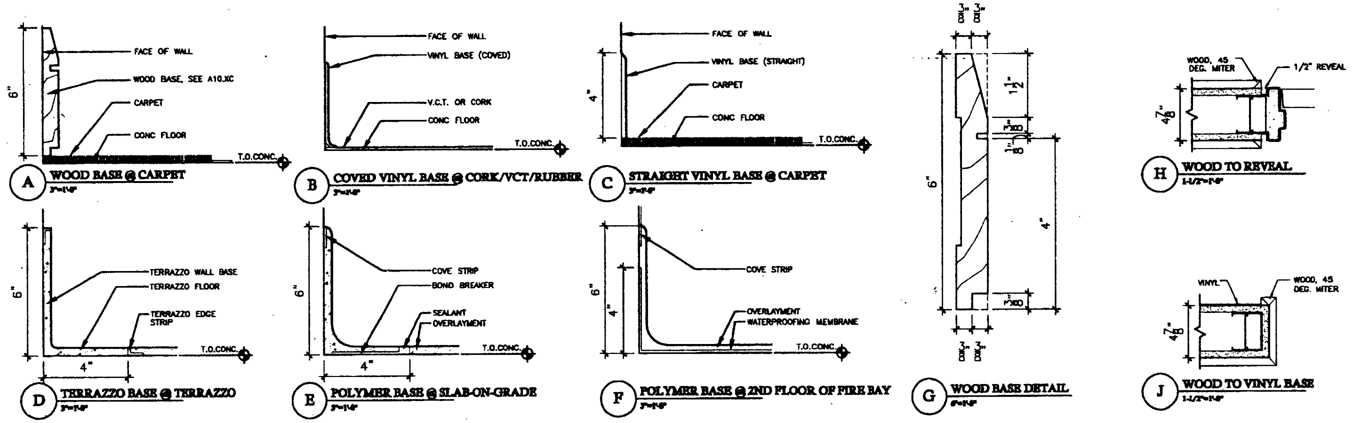
Signed:

Registration #: 14188



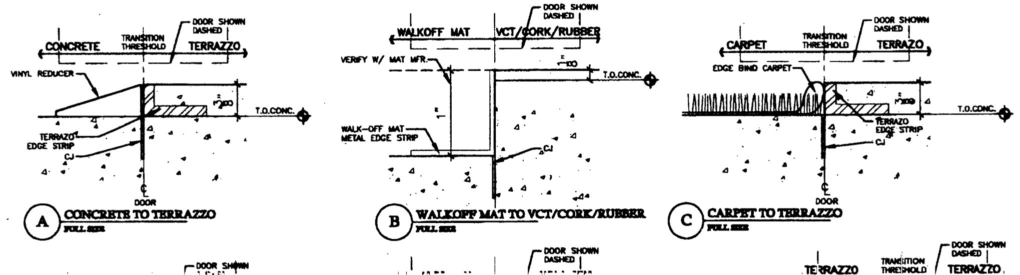
3 / A9.1L INTERIOR WALL TYPES

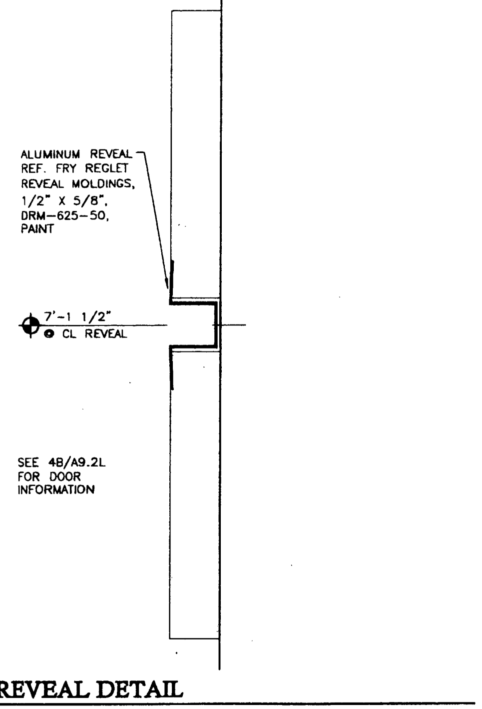
1 1/2" = 1'-0" LIBRARY/WBLOCKS/INTWALLS



2 / A9.1L WALL BASE DETAILS

3" = 1'-0" LIBRARY/WBLOCKS/FLRBASE





4 / A9.1L REVEAL DETAIL

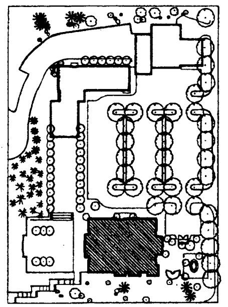
FULL SIZE

LIBRARY LOWER LEVEL ROOM SCHEDULE

RMNUM	RMNAME	FLRMAT	BASEMAT	WALLFIN BLW 7'-2"	WALLFIN ABV 7'-2"	CLGMAT	CLGFIN	CLGHGT	REMARKS
–	–	–	–	–	–	–	–	–	–
001	CORRIDOR	VCT-1	VBC	PT-4	PT-4	EXPOSED	PT-4	10'-2"	PAINT DUCT/CONDUIT/ETC.
002	JANITORS ROOM	VCT-1	VBC	PT-4	PT-4	EXPOSED	PT-4	10'-2"	–
003	ELEVATOR ROOM	CONC.	–	PT-4	PT-4	EXPOSED	PT-4	10'-2"	–
004	ELEVATOR LOOBY	VCT-1	VBC	PT-4	PT-4	EXPOSED	PT-4	10'-2"	–
005	JANITOR STORAGE	CONC.	–	PT-4	PT-4	EXPOSED	PT-4	10'-2"	–
006	CORRIDOR	VCT-1	VBC	PT-4	PT-4	EXPOSED	PT-4	10'-2"	–
007	STORAGE	CONC.	VBC	PT-4	PT-4	EXPOSED	PT-4	10'-2"	–
008	MECHANICAL/BOILER	CONC.	–	PT-4	PT-4	EXPOSED	PT-4	10'-2"	–
009	DATA CLOSET	CONC.	–	PT-4	PT-4	EXPOSED	PT-4	10'-2"	–
010	ELECTRICAL CLOSET	CONC.	–	PT-4	PT-4	EXPOSED	PT-4	10'-2"	–
011	STORAGE	CONC.	–	PT-4	PT-4	EXPOSED	PT-4	10'-2"	–
012	STORAGE	CONC.	VBC	PT-4	PT-4	EXPOSED	PT-4	10'-2"	–
013	MECHNICAL ROOM	CONC.	–	PT-4	PT-4	EXPOSED	PT-4	10'-2"	–
015	CORRIDOR	VCT-1	VBC	PT-4	PT-4	EXPOSED	PT-4	10'-2"	–
–	–	–	–	–	–	–	–	–	–
–	–	–	–	–	–	–	–	–	–

LIBRARY UPPER LEVEL ROOM SCHEDULE

RMNUM	RMNAME	FLRMAT	BASEMAT	WALLFIN BLW 7'-2"	WALLFIN ABV 7'-2"	CLGMAT	CLGFIN	CLGHGT	REMARKS
–	–	–	–	–	–	–			
100	VESTIBULE	TER-1	TER-1	PT-1	WD-2	GYP. BD.	PT-4	10'-2"/9'-2"	12'-7"x13'-6" WALK-OFF MAT, "THE CLASSIC" BY MATS INC.
102	MENS	TER-1	TER-1	CT-1	PT-3	GYP. BD.	PT-4	10'-2"	–
103	WOMENS	TER-1	TER-1	CT-1	PT-3	GYP. BD.	PT-4	10'-2"	–
104	STAFF TOILET	TER-1	TER-1	CT-1	PT-3	GYP. BD.	PT-4	10'-2"	NO REVEAL @ 7'-2"
105	BOCK DROP	TER-1	TER-1	PT-3	PT-3	GYP. BD.	PT-4	10'-2"	NO REVEAL @ 7'-2"
106	STORAGE	CORK	VBC	PT-4	PT-4	GYP. BD.	PT-4	10'-2"	NO REVEAL @ 7'-2"
107	WORKROOM	CORK	VBC	PT-6	PT-7	GYP. BD./AC TILE	PT-4/ACT-1/GRD-1	10'-2"	FULL WALK-OFF MAT BY MATSINC, "THE CLASSIC"
108	VESTIBULE	WALKOFF MAT	VBC	PT-6	PT-7	GYP. BD.	PT-4	10'-2"	–
109	STAFF LOUNGE	CORK	VBC	PT-6	PT-7	ACT-1	ACT-1/GRD-1	10'-2"	–
110	OPEN OFFICE	CPT-1	VBS	PT-6	PT-7	GYP. BD./AC TILE	PT-4/ACT-1/GRD-1	10'-2"	–
111	OFFICE-2	CPT-1	VBS	PT-6	PT-7	ACT-1	ACT-1/GRD-1	10'-2"	NO REVEAL @ 7'-2"
112	OFFICE-1	CPT-1	VBS	PT-6	PT-7	ACT-1	ACT-1/GRD-1	10'-2"	NO REVEAL @ 7'-2"
114	CIRCULATION DESK	CPT-2	WD-1	WD-2	WD-2	GYP. BD.	PT-4	17'-10"/10'-2"	WD-2 PANELING, SEE A7.2L NORTH
115	LOBBY	CPT-2	–	–	WD-2	GYP. BD.	PT-4	17'-10"/10'-2"	WD-2 PANELING, SEE A7.2L, EAST & WEST
116	CHILDRENS	CPT-2	WD-1	PT-1	PT-2	GYP. BD./AC TILE	PT-4/ACT-1/GRD-1	10'-2"	–
117	STORAGE	CPT-2	VBS	PT-4	PT-4	GYP. BD.	PT-4	10'-2"	NO REVEAL @ 7'-2"
118	STORAGE	CPT-1	VBS	PT-4	PT-4	GYP. BD.	PT-4	10'-2"	NO REVEAL @ 7'-2"
119	STORAGE	CPT-1	VBS	PT-4	PT-4	GYP. BD.	PT-4	10'-2"	NO REVEAL @ 7'-2"
121	STORY HOUR	CPT-1	WD-1	FAB-2/PT-8	PT-8	GYP. BD./AC TILE	PT-4/ACT-1/GRD-1	10'-2"	SEE INT. ELEV. A7.3L, RM. #121
123	PRESCHOOL	CPT-3	WD-1	PT-9	PT-10	GYP. BD./AC TILE	PT-4/ACT-1/GRD-1	10'-2"/9'-2"	–
[illegible]	ELEMENTARY	CPT-3	WD-1	PT-9	PT-10	GYP. BD./AC TILE	PT-4/ACT-1/GRD-1	10'-2"/9'-2"	–



Revisions:

No. Date: Description:

Project Title:

WAYZATA LIBRARY, POLICE DEPT. AND CITY HALL

600 RICE STREET

EXHIBIT B Lease A16491

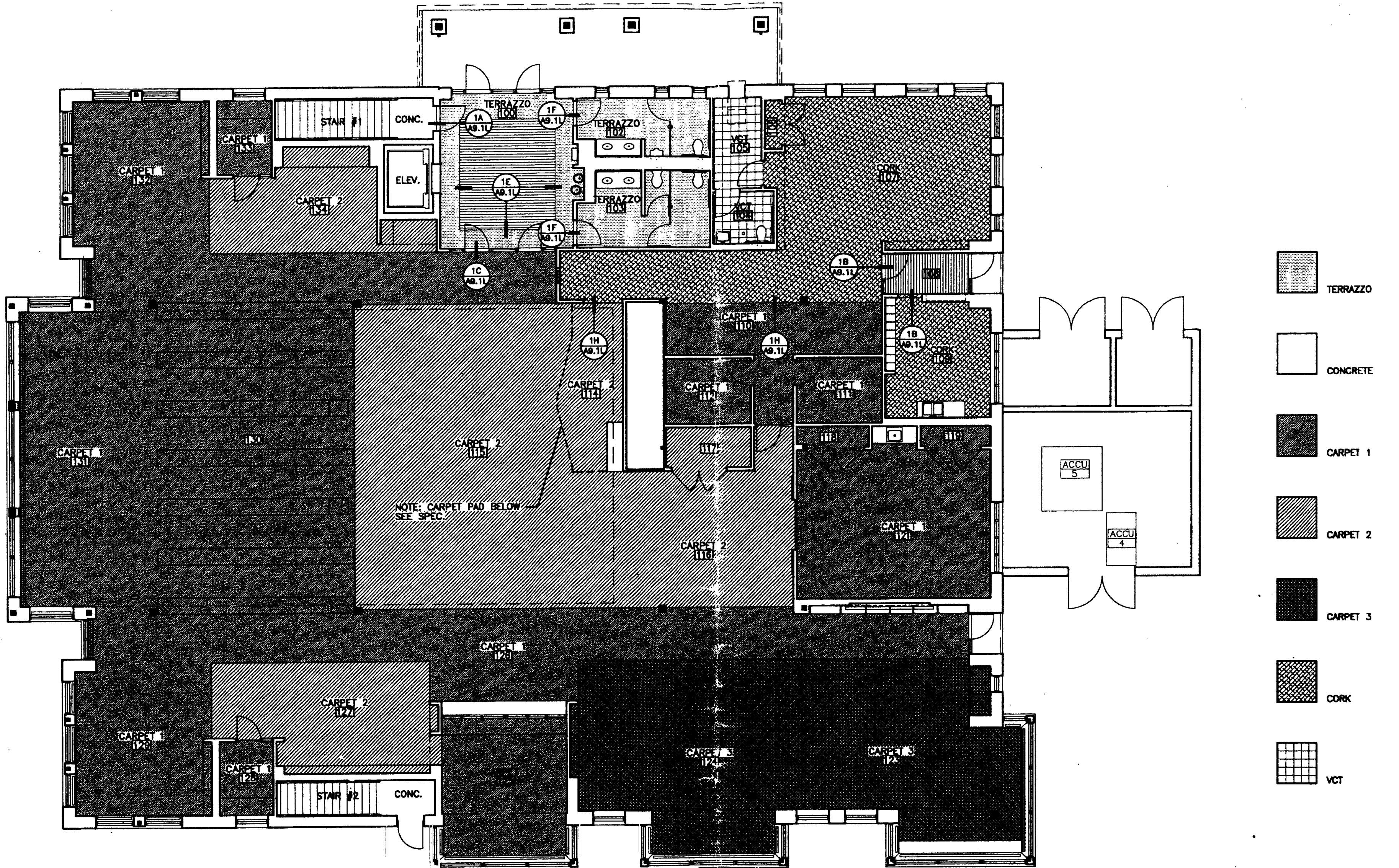
COLLINS HANSEN ARCHITECTS
400 First Avenue North, Suite 528
Minneapolis, Minnesota 55401
Telephone: (612) 338-8181
Facsimile: (612) 338-0007
chs@collinshansen.com

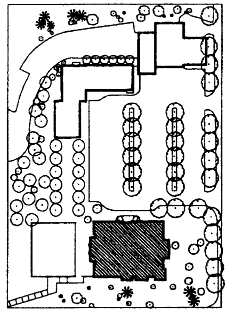
CONTACT: DENNIS McGRATH

Date: 14 JANUARY 2002
Commission: 0002
Drawn By: SP
Checked By: EP, DM

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED UNDER THE STATE OF MINNESOTA

Signed:
Registration # : 14188





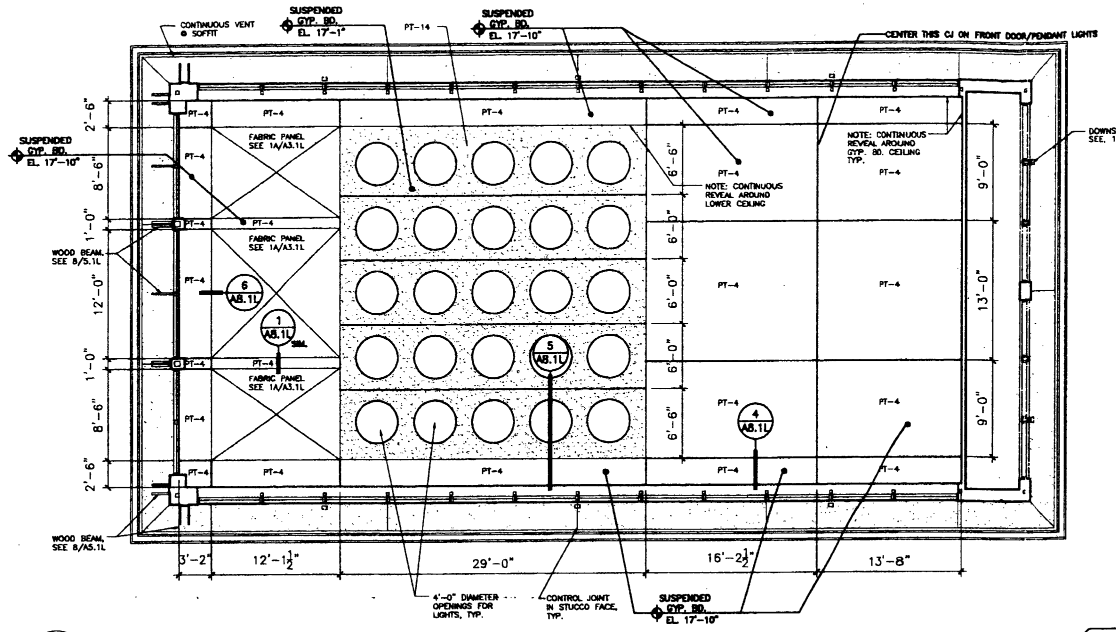
Revisions:

No.	Date:	Description:

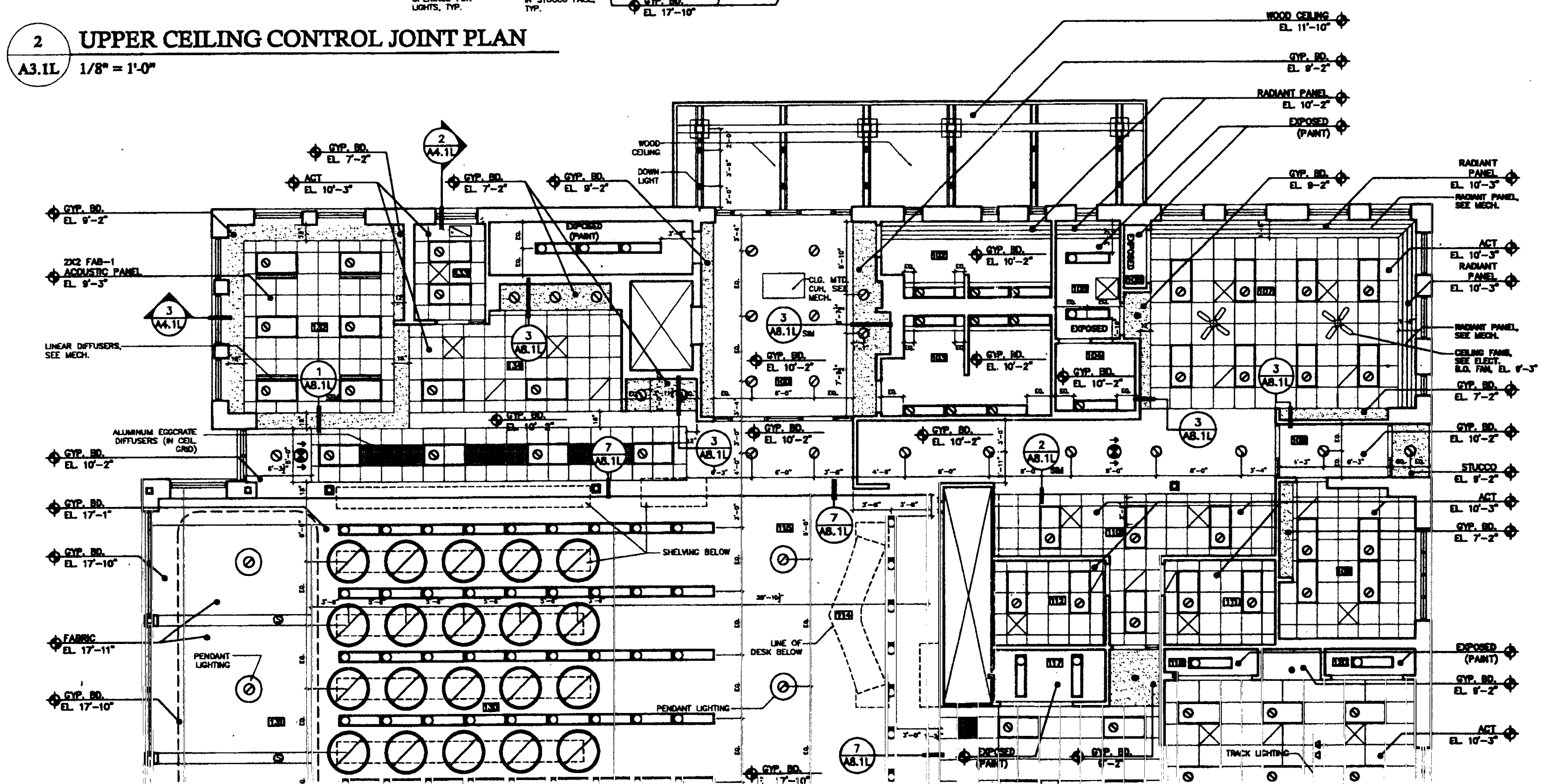
Project Title:

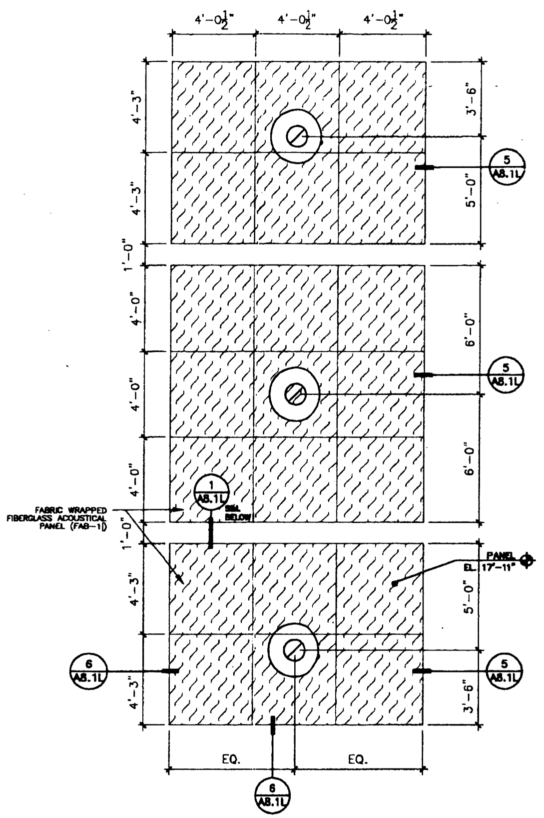
WAYZATA
LIBRARY,
POLICE DEPT.
AND CITY HALL
600 RICE STREET

EXHIBIT B Lease A16491



2 A3.1L **UPPER CEILING CONTROL JOINT PLAN**
1/8" = 1'-0"





1A A3.1L **FABRIC PANEL JOINT PLAN**
1/4"=1'-0"

LIGHT SCHEDULE: SEE ELEC. DRAWINGS

- EXTERIOR DOWNLIGHT: DIRECT MOUNT TO CLG. TYP.
- SMALL INTERIOR DOWNLIGHT: DIRECT MOUNT TO CLG. TYP.

COLLINS HANSEN ARCHITECTS

400 First Avenue North, Suite 528
Minneapolis, Minnesota 55401
Telephone: (612) 338-8181
Facsimile: (612) 338-0007
cha@collinshansen.com

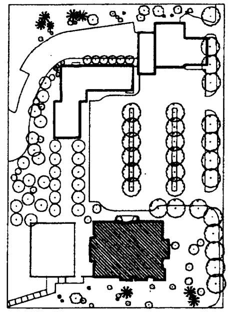
CONTACT: DENNIS McGRATH

[redacted]

Date: 14 JANUARY 2002
Commission: 0002
Drawn By: RV, SP, BJL
Checked By: XXX

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED UNDER THE STATE OF MINNESOTA

Signed:
Registration #: 14188



Revisions:

No.	Date:	Description:

Project Title:

WAYZATA LIBRARY, POLICE DEPT. AND CITY HALL
600 RICE STREET

FIRST AMENDMENT TO LEASE AGREEMENT NO. A16491

THIS AGREEMENT, made and entered into by and between CITY OF WAYZATA, a municipal corporation, hereinafter referred to as "LANDLORD"; and the COUNTY OF HENNEPIN, State of Minnesota, hereinafter referred to as "COUNTY":

WITNESSETH:

WHEREAS, LANDLORD and COUNTY entered into a certain Lease Agreement bearing Contract No. A16491 dated August 20, 2002, for the leasing of office space in the building known as the Wayzata Library located at 600 Rice Street, Wayzata, Minnesota, 55391;

WHEREAS, LANDLORD and TENANT desire to amend the Lease in certain particulars;

NOW, THEREFORE, the parties mutually agree as follows:

A. Clause XXXII "COMMUNITY ROOM USE" is hereby added:

LANDLORD hereby agrees to allow COUNTY to use the Community Room in accordance with the City's "Community Room Policy" and the following terms:

A. COUNTY agrees to schedule the community room through the City of Wayzata per the Wayzata Community Room Scheduling and Use Policy rules.

B. COUNTY agrees to return the community room back to its standard configuration as posted at the site after each use.

C. COUNTY agrees to be responsible for any liability, damage or loss to the City from the County's use of the Community Room pursuant to Clause XXIII COUNTY INDEMNIFICATION AND INSURANCE of the Lease.

D. For the calendar year 2006, COUNTY agrees to pay the sum of Three Hundred and 00/100 dollars ($300.00) for the use of the Wayzata community room. Effective for subsequent years, LANDLORD shall, at it's sole discretion, have the right to make reasonable adjustments to the room use fee.

E. COUNTY shall have the right to terminate its use of the Community Room in the calendar year 2007 or 2008 upon 30-days written notice to LANDLORD.

The effective date of this First Amendment to Lease Agreement No. A16491 is January 15, 2006.

Except as herein above amended, the terms, conditions and provisions of Lease Agreement No. A16491, dated August 20, 2002, shall apply to and govern the provisions of this Agreement.

LANDLORD, having signed this Lease Amendment, and the Hennepin County Administrator having duly approved this Lease Amendment on January 24, 2006, and pursuant to such approval the proper County officials having signed this Lease Amendment, the parties hereto agree to be bound by the provisions herein set forth.

APPROVED AS TO FORM:

By: ______________________
Assistant County Attorney

Date: 1/12/06

APPROVED AS TO EXECUTION:

By: ______________________
Assistant County Attorney

Date: 1/12/06

LEASE NO. A16491

CITY OF WAYZATA:

By: ______________________
Mayor

Date: 1/6/06

By: ______________________
City Manager

Date: 1/6/06

The City is organized pursuant to
Plan A ___ Plan B ___ Charter ____

COUNTY OF HENNEPIN

By: ______________________
Assistant/Deputy/County Administrator

Date: 1-19-06

By: ______________________
Chair of its County Board

Date: 1-24-06

By: ______________________
Acting Assistant County Administrator,
Public Works

Date: Jan 18, 2006

ATTEST:

By: ______________________
Deputy/Clerk of the County Board

Date: 1-24-06

RECOMMENDED FOR APPROVAL

By: ______________________
Director,
Housing, Community Works & Transit

Date: 1/25/06

08-156

SECOND AMENDMENT TO LEASE AGREEMENT NO. A16491

THIS AGREEMENT, made and entered into by and between CITY OF WAYZATA, a municipal corporation, hereinafter referred to as "LANDLORD"; and the COUNTY OF HENNEPIN, State of Minnesota, hereinafter referred to as "COUNTY":

WITNESSETH:

WHEREAS, LANDLORD and COUNTY entered into a certain Lease Agreement bearing Contract No. A16491 dated August 20, 2002, for the leasing of office space in the building known as the Wayzata Library located at 600 Rice Street, Wayzata, Minnesota, 55391;

WHEREAS, pursuant to the previous First Amendment, dated January 24, 2006, of this Lease, LANDLORD and COUNTY have heretofore amended the Lease; and

WHEREAS, LANDLORD and COUNTY desire to further amend the Lease in certain particulars;

NOW, THEREFORE, the parties mutually agree as follows:

A. Clause II "TERM" of the Lease is hereby amended by adding the following to the end thereof:

> The term of this Lease shall be extended for the period of Five (5) years, commencing May 1, 2008 and terminating April 30, 2013.

B. Clause IV "GROSS RENT" of the Lease is hereby amended by adding the following to the end thereof:

> For the period beginning May 1, 2008 and terminating on April 30, 2009, COUNTY agrees to pay as annual gross rent the sum of <u>Forty Eight Thousand Eight Hundred Eight and 25/100 dollars ($48,808.25)</u> payable in equal monthly payments of <u>Four Thousand Sixty Seven and 35/100 dollars ($4,067.35)</u>, approximately $5.05 per square foot per year.
>
> Effective once during the second Lease Year (commencing May 1, 2009) and once during each subsequent Lease Year, the rental rate may be increased by a percentage equal to the percentage, if any, that the Minneapolis-St. Paul Consumer Price Index for All Urban Consumers (CPI-U) issued for the first half of the then current calendar year exceeds the index issued for the first half of the previous calendar year, not to exceed 3%. LANDLORD shall be required to provide COUNTY with a statement of the percentage increase and resulting new rent no later than thirty days prior to the effective date. In no year will the rent decrease from the previous year.

C. Clause V "OPTION TO RENEW" of the Lease is hereby amended by substituting the following therefor:

> Upon Sixty (60) days written notice to LANDLORD prior to the expiration of the last year of the term of this Lease, COUNTY may renew the Lease for two additional five (5) year periods, provided COUNTY is not substantially in default necessitating legal action by LANDLORD. During the renewal period, upon 180 days' written notice, COUNTY may terminate this Lease effective at any time of the renewal period. The renewal period shall operate under the same terms and conditions as this Lease, provided, however, that base rental rates may be adjusted to reflect market rates as mutually agreed to by the parties.

D. Clause XXXIII. "COMMUNITY ROOM USE" of the Lease, incorporated by said First Amendment, is hereby amended by substituting the following therefore:

> LANDLORD hereby agrees to allow COUNTY to use the Community Room in accordance with the "Wayzata Community Room Scheduling & Use Policy" dated January 2008.

1. Beginning May 1, 2008, COUNTY agrees to pay a fee of Thirty Dollars and 00/100 ($30.00) for the first hour, and Ten Dollars and 00/100 ($10.00) for each subsequent hour of regular Library event use and;

   COUNTY also agrees to pay a flat fee of One Hundred Dollars and 00/100 ($100.00) per each "Book Sale" event. Book Sale events shall included three days of use; Friday, Saturday, and Sunday. If more than three days are needed, COUNTY agrees to pay additional fees at the regular rate structure.

   Said fees will be documented on the next monthly invoice and paid by the COUNTY along with the monthly rent payment.

   Effective each lease year thereafter, LANDLORD shall, at it's sole discretion, have the right to make reasonable adjustments to the room use fee.

2. In the event COUNTY fails to submit cancellation of reservations to LANDLORD at least seven (7) days before any scheduled event, LANDLORD shall charge COUNTY Thirty Dollars and 00/100 ($30.00) as a first hour fee.

The effective date of this Second Amendment to Lease Agreement No. A16491 is May 1, 2008.

Except as amended by the aforesaid First Amendment, and as herein above amended, the terms, conditions and provisions of Lease Agreement No. A16491, dated August 20, 2002, shall apply to and govern the provisions of this Agreement.

LANDLORD, having signed this Lease, and the Hennepin County Board of Commissioners having duly approved this Lease on the 24 day of April, 2008, and pursuant to such approval, the proper County officials having signed this Lease, the parties hereto agree to be bound by the provisions set forth herein.

APPROVED AS TO FORM:

By:_______________
Assistant County Attorney

Date: 4/10/08

APPROVED AS TO EXECUTION:

By:_______________
Assistant County Attorney

Date: 4/10/08

LEASE NO. A16491

CITY OF WAYZATA:

By:_______________
Mayor

Date: 3/11/2008

By:_______________
City Manager

Date: 3/11/2008

COUNTY OF HENNEPIN

By:_______________
Chair of its County Board

Date: 4/24/08

By:_______________
Assistant/Deputy/County Administrator

Date: 4-16-08

By:_______________
Assistant County Administrator,
Public Works

Date: 4/15/08

ATTEST:

By:_______________
Deputy/Clerk of the County Board

Date: 4/24/08

RECOMMENDED FOR APPROVAL

By:_______________
Department Director, Housing,
Community Works and Transit

Date: 3-12-08

The City is organized pursuant to
Plan A ___ Plan B ___ Charter _X_

#1510

HENNEPIN COUNTY

MINNESOTA

#1510

Hennepin County, Board of Commissioners

RESOLUTION 18-0145

2018

The following resolution was moved by Commissioner Mike Opat and seconded by Commissioner Debbie Goettel:

BE IT RESOLVED, that Amendment 4 to Lease Agreement A16491 with the City of Wayzata for rental space utilized by the Hennepin County Library at 600 Rice Street, Wayzata, extending the contract period from April 30, 2018 to April 30, 2028, in the amount of $65,915 for first year rent with annual increases of 2.5 percent for the first five years and 3 percent for the last five years, along with an agreed upon per use fee for community room rental, be approved; that the Chair of the Board be authorized to sign the amendment on behalf of the county; and that the Controller be authorized to disburse funds as directed.

The question was on the adoption of the resolution and there were 6 YEAS and 0 NAYS, as follows:

County of Hennepin
Board of County Commissioners

YEAS	NAYS	ABSTAIN	ABSENT
Mike Opat			Jan Callison
Linda Higgins			
Marion Greene			
Peter McLaughlin			
Debbie Goettel			
Jeff Johnson			

RESOLUTION ADOPTED ON **4/24/2018**

ATTEST: M. Rogé

Deputy/Clerk to the County Board

FOURTH AMENDMENT TO LEASE AGREEMENT NO. A16491

THIS FOURTH AMENDMENT, made and entered into by and between CITY OF WAYZATA, a municipal corporation, hereinafter referred to as "LANDLORD"; and the COUNTY OF HENNEPIN, State of Minnesota, hereinafter referred to as "COUNTY":

W I T N E S S E T H:

WHEREAS, LANDLORD and COUNTY entered into a certain Lease Agreement bearing Contract No. A16491 dated August 20, 2002, for the leasing of office space in the building known as the Wayzata Library located at 600 Rice Street, Suite 620, Wayzata, Minnesota, 55391 (the "Lease"); and

WHEREAS, pursuant to the First Amendment, dated January 24, 2006, the Second Amendment, dated April 24th, 2008 and the Third Amendment dated April 23, 2013 of this Lease, LANDLORD and COUNTY have heretofore amended the Lease; and

WHEREAS, LANDLORD and COUNTY desire to further amend the Lease in certain particulars;

NOW, THEREFORE, the parties mutually agree as follows:

A. Clause II "TERM" of the Lease is hereby amended by adding the following to the end thereof:

The term of this Lease shall be extended for the period of Ten (10) years, commencing May 1, 2018 and terminating April 30, 2028.

B. Clause IV "GROSS RENT" of the Lease is hereby amended by adding the following to the end thereof:

For the period May 1, 2018 thourgh April 30, 2023 COUNTY agrees to pay rent per the following schedule:

Annual Increases of 2.5%			
Year	$ per Sq. Ft.	Annual Rent	Monthly Rent
2018-2019	$ 6.82	$ 65,915.30	$ 5,492.94
2019-2020	$ 6.99	$ 67,563.18	$ 5,630.27
2020-2021	$ 7.17	$ 69,252.26	$ 5,771.02
2021-2022	$ 7.34	$ 70,983.57	$ 5,915.30
2022-2023	$ 7.53	$ 72,758.16	$ 6,063.18

For the period May 1, 2023 through April 30, 2028 COUNTY agrees to pay rent per the following schedule:

Annual Increases of 3%			
Year	$ per Sq. Ft.	Annual Rent	Monthly Rent
2023-2024	$ 7.75	$ 74,903.75	$ 6,241.98
2024-2025	$ 7.98	$ 77,150.86	$ 6,429.24
2025-2026	$ 8.22	$ 79,465.39	$ 6,622.12
2026-2027	$ 8.47	$ 81,849.35	$ 6,820.78
2027-2028	$ 8.72	$ 84,304.83	$ 7,025.40

If this Lease commences or terminates at any time other than the first day of the month, the gross rent payment referred to herein shall be prorated for that month. LANDLORD shall submit gross rent invoices to COUNTY approximately seventeen (17) days prior to the first of each month to assure timely payment thereof.

C. Clause VIII, Paragraph B "LANDLORD RESPONSIBILITIES" is hereby amended by substituting the following therefor:

If LANDLORD fails to make any of the aforesaid repairs or changes or perform any other covenant herein required to be performed and if LANDLORD fails to respond with reasonable cause as to its failure within 72 hours after COUNTY's written request therefor, then:

1. LANDLORD shall be liable for any reasonably foreseeable damage to property or loss thereby sustained by COUNTY whenever such damage or loss is not negligently or willfully caused by the conduct of COUNTY; and

2. COUNTY may, but shall not be obligated to, have such repairs or changes made or defaults cured at the expense of LANDLORD, if the changes or defaults were expenses of LANDLORD as previously defined in this clause.

LANDLORD agrees that, if in an emergency it shall become necessary promptly to make any repairs or changes required to be made by LANDLORD at COUNTY's expense, as previously defined in this paragraph, or to perform its covenants, COUNTY, at its option, may proceed forthwith to have the repairs or changes made and defaults cured and pay the cost thereof.

LANDLORD further agrees that, if in an emergency it shall become necessary to make any repairs or perform any services required to be made by LANDLORD at its expense, as previously defined in this paragraph, or to perform its covenants, COUNTY, at its option, may proceed forthwith to have the repairs made or services required, at the expense of and to the account of LANDLORD.

D. Clause XXIV "NOTICES" of the Lease is hereby amended by replacing the address for the COUNTY as follows:

Manager, Land Management
Hennepin County Community Works
701 4th Avenue South, Suite 400
Minneapolis, MN 55415

The effective date of this Fourth Amendment to Lease Agreement No. A16491 is May 1, 2018.

Except as amended by the aforesaid First, Second and Third Amendments, and as herein above amended, the terms, conditions and provisions of Lease Agreement No. A16491, dated August 20, 2002, shall remain in full force and effect.

The Remainder Of This Page Intentionally Left Blank

LANDLORD, having signed this Fourth Amendment, and the Hennepin County Board of Commissioners having duly approved this Fourth Amendment on the 24 day of April, 2018, and pursuant to such approval, the proper County officials having signed this Fourth Amendment, the parties hereto agree to be bound by the provisions set forth herein.

APPROVED AS TO FORM:

By:____________________
Assistant County Attorney

Date: 3-30-18

APPROVED AS TO EXECUTION:

By:____________________
Assistant County Attorney

Date: 3-30-18

LEASE NO. A16491

CITY OF WAYZATA:

By:____________________
Mayor

Date: 3/28/18

By:____________________
City Manager

Date: 3/20/18

COUNTY OF HENNEPIN

By:____________________
VICE Chair of its County Board

Date: 4/5/18

By:____________________
County Administrator

Date: 4/6/18

By:____________________
Assistant County Administrator, Public Works

Date: 4/3/18

ATTEST:

By:____________________
Deputy Clerk of the County Board

Date: 4.5.18

RECOMMENDED FOR APPROVAL

By:____________________
Department Director, Community Works

Date: 3/27/18

The City is organized pursuant to
Plan A ___ Plan B ___ Charter X

City of Wayzata
City Council Agenda Report

MEETING DATE: November 12, 2024	**AGENDA ITEM:** 7.h
TITLE: Adoption of Resolution 47-2024 Approving Grant Agreement for Intensive Comprehensive Peace Officer Education and Training (ICPOET)	
PROPOSED MOTION: To Adopt Resolution 47-2024 Approving Grant Agreement for Funding an Intensive Comprehensive Peace Officer Education and Training	
PREPARED BY: Jamie Baker, Deputy Police Chief	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends adoption of Resolution 47-2024 Approving Grant Agreement for Funding an Intensive Comprehensive Peace Officer Education and Training.

FINANCIAL OR BUDGET CONSIDERATION:
Funding for this grant was procured through the Minnesota Department of Public Safety under the Office of Justice program. The grant provides $50,000 general funding rules and is projected to entirely offset the candidate's salary, benefit, and education costs.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Achieve & Sustain Operational Excellence
This will assist in sustaining community safety and sustain operational excellence by assisting with recruiting high-quality candidates for peace officer.

BACKGROUND:
There has been a nationwide struggle for several years to recruit new candidates into the profession of law enforcement. The State of Minnesota has recognized this struggle and has allocated funds under the Intensive Comprehensive Peace Officer Education and Training program (ICPOET) to actively recruit new officers who are seeking a law enforcement career.

Essentially, an individual that wants to transition to a law enforcement career who already possesses a two- or four-year college-level degree would be able to complete the educational requirements for becoming a peace officer at an accelerated pace (within eight months) and their schooling, salary, and benefits would be paid for by the City and reimbursed through grant funds. Upon completion of their educational requirements, the individual would be moved from a CSO/Cadet position to a Police Officer position.

The City applied for this grant to aid in actively recruiting individuals for Wayzata Police Officer and staff was notified recently that the City was awarded the grant for $50,000.

ATTACHMENTS:
1. Resolution 47-2024
2. Fact Sheet
3. Grant Guidelines 2025
4. Grant Agreement

CITY OF WAYZATA

RESOLUTION NO. 47-2024

RESOLUTION APPROVING GRANT AGREEMENT FOR INTENSIVE COMPREHENSIVE PEACE OFFICER EDUCATION AND TRAINING (ICPOET)

WHEREAS, the funding for this grant was procured through the Minnesota Department of Public Safety under the Office of Justice program. The grant provides $50,000 general funding rules and will offset the candidates salary; and

WHEREAS, the Minnesota Department of Public Safety Office of Traffic Safety has given notice to the City that the City's application has been approved, and the Grant has been awarded to the City, subject to the City's agreement to the terms and conditions therefore, with which the City can comply; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota that the City of Wayzata does hereby accept the Grant and agree to the terms and conditions therefor, including those found in Minnesota Statute, section 16B.98 and the agreement for the Grant (the "Agreement"), and will offset the candidates salary; and

BE IT FURTHER RESOLVED that the Mayor and City Manager are authorized to execute the Grant Agreement with the Minnesota Department of Public Safety in the form presented to Council.

Adopted by the Wayzata City Council this 12th day of November, 2024.

____
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. 47-2024 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on November 12, 2024.

____
Kathy Leervig, City Clerk

SEAL

INTENSIVE COMPREHENSIVE PEACE OFFICER EDUCATION AND TRAINING PROGRAM

What is the Intensive Comprehensive Peace Officer Education and Training (ICPOET) Program?

- ICPOET is a legislatively created grant-funding program for Minnesota law enforcement agencies to recruit new peace officers.
- Law enforcement agencies awarded grant funds will sponsor candidates with 2- or 4-year degrees who are interested in making a career transition.
- Sponsored candidates can be hired from within their own communities and will obtain the required education to become a licensed peace officer in less than eight months.

Why should law enforcement agencies apply for ICPOET funding?

- Vacancies at law enforcement agencies are high across the state. ICPOET is a recruitment tool that meets this need, which could potentially mitigate this growing challenge.
- Agencies can benefit from hiring transition candidates with professional experience in other settings.
- In less than one year from hiring, participating agencies can have close to 50 additional hired and trained officers starting their field training program.

How does ICPOET benefit career transition candidates?

- ICPOET allows non-traditional or career transition candidates to serve their communities in a new way. These people may have only previously imagined becoming a peace officer, due to current challenges with getting the required education and training.
- The typical timeline for peace officer candidates to be educated and hired by a law enforcement agency can be two or more years. ICPOET speeds up this process for candidates.
- The traditional path for a career in law enforcement doesn't come with a salary during the education and training period. ICPOET candidates will be hired by their sponsoring agency and will receive a salary during this time.

How does the ICPOET grant funding process work?

- Minnesota law enforcement agencies will apply for grant funds during a five-week request for proposal period from June 11 through July 31
- Award decisions will consider geographic diversity in grant distribution based on grant applications received.
- After law enforcement agencies are awarded the grant funds, OJP will publically release a list of participating agencies and points of contact around November 2024
- Interested candidates can then contact the law enforcement agency to inquire about ICPOET.

ICPOET Program Administrator: Mary Vukelich | 651-201-7623

Office of Justice Programs (OJP)
Intensive Comprehensive Peace Officer Education & Training Grants 2025
Grant Program Guidelines

The Office of Justice Programs will require each grantee to abide by the following requirements in addition to those contained in the general grantee Terms and Conditions:

Financial Requirements:

1) The grantee shall report quarterly on all expenditures pertaining to this grant contract in the OJP online grants management system, e-grants, no later than 20 days after the end of the quarter.
2) The grantee shall submit a written budget revision request via e-grants before any expenditure may be made based on the revised budget. Submission of a budget revision is necessary if a) a line item will deviate by $200 or 10%, whichever is higher, from the approved budget, or b) a new line item that was not part of the approved budget will be created.
3) The grantee shall submit source documentation on grant expenditures in a timely manner, as requested by OJP staff for a financial desk review audit.
4) The grantee's eligible expenditures under this grant contract must be incurred by the grantee by the expiration date of the grant agreement.
5) The grantee shall have until 30 days after the expiration date of the grant agreement to liquidate all unpaid obligations related to the program which were incurred on or before the last day of the grant period and to submit a final report of all funds received and disbursed. If a report is not submitted within this time period, expenses claimed on the report may be disallowed and OJP may request a refund of those funds from the grantee if the funding was advanced to the grantee.
6) The grantee shall retain all financial records for a minimum of six (6) years after the date of submission of the final financial status report, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the grantee and OJP, whichever is later.
7) If the grantee's candidate does not complete the program due to employee termination and the grantee pursues reimbursement of costs from the candidate, any money that was reimbursed to grantee from the state shall be returned.
8) The grantee shall comply with all provisions of the Minnesota *OJP Grant Manual*.

Reporting Requirements:

1) Progress Reporting: The grantee shall report quarterly in e-grants a narrative of the progress achieved towards the accomplishment of the goals and objectives in the project work plan within 20 days after the end of each reporting period. The final progress report shall include the POST license number of all individuals supported through the grant. Documentation verifying completion shall also be uploaded in e-grants.
2) Requirement Changes: OJP may add, modify or change all reporting forms at their discretion during the grant period.

Other Provisions:

1) Evaluation: OJP shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of the grant program.

2) Additional Requirements: The grantee shall attend meetings and training as OJP shall reasonably request**.** Administrative Requirements: OJP reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the grantee's successful implementation of the program. OJP will notify the Grantee in writing of any special administrative requirements.

Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	**Grant Program:** Intensive Comprehensive Peace Officer Education and Training 2025 **Grant Contract Agreement No.:** A-ICPOE-2025-WAYZPD-030
Grantee: City of Wayzata, Police Department 600 East Rice Street Wayzata, Minnesota 55391	**Grant Contract Agreement Term:** **Effective Date:** 12/1/2024 **Expiration Date:** 9/30/2025
Grantee's Authorized Representative: Jamie Baker, Deputy Chief City of Wayzata, Police Department 600 East Rice Street Wayzata, Minnesota 55391 (952) 404-5345 jbaker@wayzatapd.org	**Grant Contract Agreement Amount:** Original Agreement $50,000.00 Matching Requirement $0.00
State's Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	**Federal Funding:** CFDA/ALN: None **FAIN:** N/A **State Funding**: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. **Special Conditions**: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Intensive Comprehensive Peace Officer Education and Training 2025 Application ["Application"] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Intensive Comprehensive Peace Officer Education and Training 2025 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: ____

Date: ____

3. STATE AGENCY

Signed: ____
(with delegated authority)

Title: ____

Date: ____

Grant Contract Agreement No./ P.O. No. A-ICPOE-2025-WAYZPD-030 /3-98939

Project No.(*indicate N/A if not applicable*): __N/A________

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: ____

Print Name: ____

Title: ____

Date: ____

Signed: ____

Print Name: ____

Title: ____

Date: ____

Signed: ____

Print Name: ____

Title: ____

Date: ____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Wayzata Police Department

A-ICPOE-2025-WAYZPD-030

Budget Summary

ICPOE: ICPOE				
Budget Category	**Award**			
Personnel				
Personnel-wages	$25,000.00			
Total	$25,000.00			
Travel and Training				
Schooling and training	$25,000.00			
Total	$25,000.00			
Total	$50,000.00			

City of Wayzata
City Council Agenda Report

MEETING DATE: November 12, 2024	**AGENDA ITEM:** 7.i
TITLE: Approval of Northern States Power Company (Xcel Energy) Amended and Restated Transmission Line Easement	
PROPOSED MOTION: To Approve the Northern States Power Company (Xcel Energy) Amended and Restated Transmission Line Easement	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends approval of the Northern States Power Company (Xcel Energy) Amended and Restated Transmission Line Easement.

FINANCIAL OR BUDGET CONSIDERATION:
Northern States Power Company (Xcel Energy) is offering to compensate the City for the easement area needed to construct and operate the new transmission line, in the amount of $66,467.40. The compensation amount is based on the square footage of additional area needed for the transmission line (11,785 sf). Proceeds will be used to continue EAB management throughout the community.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Not Applicable.

BACKGROUND:
Xcel Energy is planning to reconstruct its existing electric transmission line through Wayzata in the next couple of years, due to the facility being at its end of life condition. At 330 Reno St., a city-owned parcel, they need to shift the location and angle of the line as it crosses this property as part of the rebuild. In doing so, the existing easement that's on the property needs to be amended. A copy of the revised easement, as well as a location map, is attached for reference.

ATTACHMENTS:
1. NSP_First Amended and Restated Transmission Easement
2. Location Map_Aerial

(Top 3 inches reserved for recording data)

FIRST AMENDED AND RESTATED TRANSMISSION LINE EASEMENT

This First Amended and Restated Transmission Line Easement (this "**Amendment**") is made as of ______________, 2024 by and between the undersigned City of Wayzata, a Municipal corporation under the laws of Minnesota, hereinafter called "**Grantor**", and Northern States Power Company, a Minnesota corporation, its successors and assigns, hereinafter collectively called "**NSP**".

RECITALS

WHEREAS, Grantor is the owner of certain real property located in Hennepin County, Minnesota, and legally described upon Exhibit A (Sheet 2) attached hereto (the "**Premises**").

WHEREAS, the Premises is burdened by a perpetual, non-appurtenant easement granted to NSP by Grantor's predecessor-in-title more than seven (7) decades ago on or about April 1, 1954 (the "**Original Easement**") and allowing NSP to install, operate, and maintain NSP's now-existing electrical transmission facilities in current condition as-constructed upon the Premises (the "**Existing Facilities**"), in as-built location within the portion of the Premises more particularly described in said Original Easement (the "**Original Easement Area**") memorialized by instrument dated April 1, 1954 and recorded in the office of the Hennepin County Register of Deeds on June 15, 1954 as Document No. 2879565.

WHEREAS, NSP desires to remove the Existing Facilities from the Original Easement Area and replace such facilities with the below-defined Reconstructed Facilities to be constructed in accordance with applicable regulations (the "**Project**") and partially relocated to occupy a different portion of the Premises as more particularly described upon Exhibit A (Sheet 2) and depicted on Exhibit A (Sheet 1) attached hereto (the "**Relocated Easement Area**").

WHEREAS, Grantor and NSP now execute and deliver this Amendment to amend and restate in its entirety the Original Easement in anticipation of the Project on the terms and conditions provided herein.

AGREEMENT

NOW, THEREFORE**,** in consideration of the covenants and agreements contained herein and the foregoing Recitals which are incorporated as though fully set forth below, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and NSP agree that the Original Easement shall be amended and restated, and shall be replaced and superseded for all purposes with the following language and Exhibits referenced herein and affixed hereto, to wit:

1. Grant of Amended Easement. Grantor does hereby grant unto NSP, its successors and assigns the perpetual right, privilege and easement to construct, access, operate, maintain, use, rebuild, or remove electric lines with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, and devices appurtenant to said lines (collectively, the "**Reconstructed Facilities**") through, over, under and across the Premises as provided herein (the "**Amended Easement**").

Except for the limited rights of access, tree trimming, and temporary construction expressly pertaining to the Premises as provided in this Amendment, the scope and area of the Amended Easement shall be confined to the Relocated Easement Area only, and not the Premises as a whole.

The Amended Easement vests in NSP a limited right to enter upon the Premises to access the Relocated Easement Area and survey for and locate the Existing Facilities and Reconstructed Facilities, and shall also include the right to trim or remove from said Relocated Easement Area any structures, trees (including tall or leaning trees located within the Premises immediately adjacent to the Relocated Easement Area) or objects, except fences, which in the reasonable opinion of NSP interferes with the Reconstructed Facilities or the removal of which may be reasonably necessary for the construction or maintenance thereof.

The Amended Easement also vests in NSP a limited right to use and access portions of the Premises immediately adjacent to the Relocated Easement Area on a temporary basis during the construction, repair, or replacement of the Reconstructed Facilities, removal of the Existing Facilities, or restoration of the Original Easement Area or Premises, for such purposes as may be reasonably necessary to expedite performance or completion of the same and in conformance with applicable law and municipal regulations, provided such use does not unreasonably interfere with Grantor's rights in and to the Premises as reserved herein.

2. Reservation of Grantor Rights. Notwithstanding anything to the contrary in this Amendment, Grantor reserves the right to cultivate, use, and occupy the Premises and to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water, underground utilities, or other public projects or purposes as depicted in plans furnished by Grantor to NSP (hereinafter called "**improvements**") any portion of the Premises not occupied by the Reconstructed Facilities, so long as such uses and said improvements are not inconsistent with NSP's rights under the Amended Easement granted herein and do not unreasonably impair the use, operation, maintenance, or condition of the Reconstructed Facilities.

3. Indemnity; Restoration. NSP shall indemnify, defend, and hold Grantor harmless from any claim, loss or damage, including reasonable attorney's fees and court costs, suffered by Grantor and arising from such liens, liabilities, and/or negligence act or omission of NSP or its officers, employees, agents, invitees, or assigns arising out of NSP's use or access of the Premises or exercise of rights in connection with the Amended Easement. to the extent not caused by the negligent or intentional acts or omissions of Grantor or those acting on its behalf. Upon completion of the Reconstructed Facilities, removal of the Existing Facilities, or exercise of any rights affecting the condition of the Premises subject to this Amendment, NSP shall restore at its sole cost the affected lands to as near their original condition as reasonably possible and shall remove therefrom all debris, spoils, and equipment resulting from or used in connection with said activities. NSP shall likewise pay for all damages to landscaping, roads and driveways, fences, livestock, crops, fields and other property caused by the construction, maintenance, or removal of the Reconstructed Facilities or Existing Facilities. Time is of the essence with respect to NSP's payment and performance obligations hereunder, which NSP shall cause to be promptly performed and paid in full without prior demand therefor. Notwithstanding the foregoing, claims for payment referred by Grantor to NSP's nearest office shall be paid within thirty (30) days of Grantor's request therefor; provided that NSP may request documents and/or information reasonably necessary to substantiate the claim and/or amount thereof in which case the 30-day period shall extend to the date such documents and/or information are provided to NSP.

4. Ownership; Condition. Grantor covenants with NSP that Grantor is the owner of the Premises and has the right to sell, convey, and amend an easement in the manner and form herein. Grantor makes no representation or warranty as to the physical condition or use for any particular purpose of any portion of the Premises or improvements thereon or thereto, including but not limited to the Existing Facilities. NSP expressly affirms and acknowledges that it owns, operates, and is familiar with the current condition of the Existing Facilities, and that it accepts such Existing Facilities in "AS IS/WHERE IS" condition as of the date of this Amendment.

5. Effect of Amendment. It is mutually understood and agreed that this Amendment amends, restates, replaces, and supersedes the Original Easement in its entirety. Except for the Amended Easement rights created herein, which rights NSP fully reserves, NSP shall be deemed to have released, abandoned, and quitclaimed all rights in and to the Original Easement and the Original Easement Area, and this Amendment shall be sufficient evidence of same for all relevant purposes and upon recordation in the Office of the Hennepin County Recorder shall be construed to effectively cause the release of the Original Easement as a lien upon those portions of the Premises and Original Easement Area, if any, not made subject to the Amended Easement. This Amendment shall be further deemed to incorporate all the agreements and stipulations between the parties, and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms hereof.

6. Cooperation. Grantor and NSP agree to execute and deliver to one another, at NSP's cost and without additional compensation, any additional documents or instruments necessary to correct this Amendment, the Amended Easement created herein, or the legal description or descriptions of subject real property to accurately describe the rights intended by the parties to be granted herein and which at a minimum provides conductor clearance meeting the requirements of the National Electrical Safety Code and conforms with applicable real estate recording requirements.

7. Benefit. The easement rights herein granted are non-appurtenant and shall be binding upon the Premises and inure to the benefit of the Parties, their respective successors and assigns, and any other parties having or acquiring an interest in the Premises.

8. Recording. NSP shall cause this Amendment to be promptly recorded in the Office of the Hennepin County Recorder. This instrument is exempt from the Minnesota Deed Tax.

[*Remainder of page intentionally left blank; signatures to follow.*]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the _______ day of ___________________________, 2024.

GRANTOR: City of Wayzata, a Minnesota municipal corporation

By: ____________________________________

Its: ____________________________________

By: ____________________________________

Its: ____________________________________

STATE OF MINNESOTA)
) ss.
COUNTY OF ____________)

The foregoing instrument was acknowledged before me this ______ day of _________________________________, 2024, by ____ of City of Wayzata, a Municipal corporation under the laws of Minnesota, on behalf of the corporation.

____
Notary Public

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the _______ day of ___________________________, 2024.

NSP: Northern States Power Company, a Minnesota corporation

By: _________________________________
Name: Peter D. Gitzen
Its: Manager, Siting and Land Rights
Xcel Energy Services Inc.
an Authorized Agent for
Northern States Power Company

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ________ day of _____________ 2024, by Peter D. Gitzen, Manager, Siting and Land Rights, Xcel Energy Services, Inc., as an authorized agent for Northern States Power Company, a Minnesota corporation, on behalf of the corporation.

____
Notary Public, State of Minnesota
My commission expires: _______________

This Instrument was drafted by:
Northern States Power Company
414 Nicollet Mall – 6A
Minneapolis, MN 55401

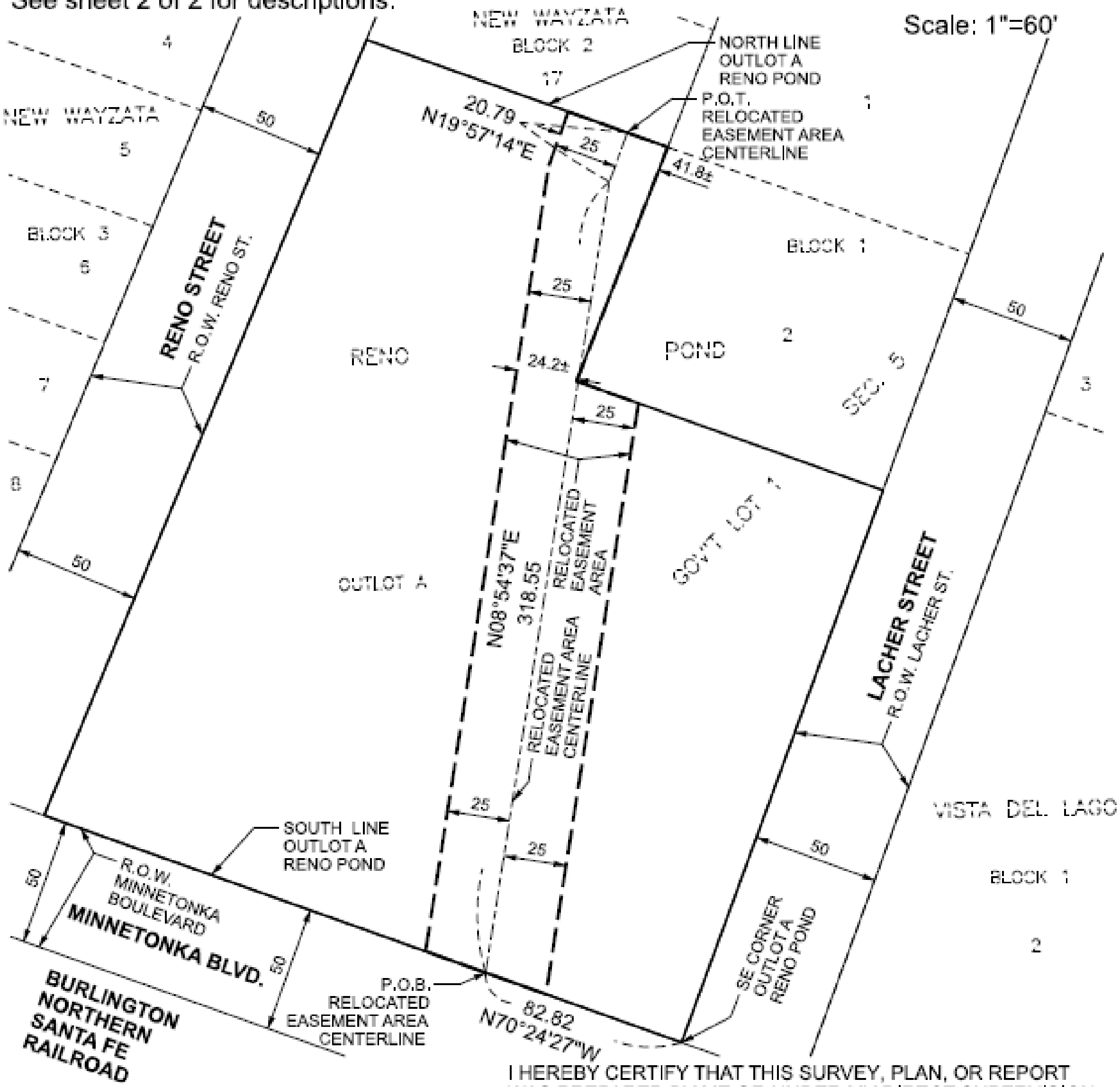
NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 1 OF 2 SHEETS

Certificate of Survey
Location: City of Wayzata, Hennepin County, Minnesota
Grantor: City of Wayzata
See sheet 2 of 2 for descriptions.

N

Scale: 1"=60'



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PETER D. GITZEN LIC. NO. 44901

DATE 9/27/2024

LINE: 0782
PARCEL: CITY OF WAYZATA
SEC. 5, T.117N., R.22W., 5TH P.M.
CO.: HENNEPIN

K:\SURVEY\MN\TRANS\0782\23424\CAD\23424_ORD.DGN

Line No. 0782

NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 2 OF 2 SHEETS

Certificate of Survey
Location: City of Wayzata, Hennepin County, Minnesota
Grantor: City of Wayzata

"Property":

Outlot A, Reno Pond, Hennepin County, Minnesota.

"Relocated Easement Area":

A 50.00 foot wide relocated easement over, under and across that part of the herein before described "Property" which lies within 25.00 feet on each side of the following described centerline:

> Commencing at the southeast corner of Outlot A, Reno Pond, Hennepin County, Minnesota; thence North 70 degrees 24 minutes 27 seconds West 82.82 feet along the south line of said Outlot A to the point of beginning of the centerline to be described; thence North 08 degrees 54 minutes 37 seconds East 318.55 feet; thence North 19 degrees 57 minutes 14 seconds East 20.79 feet to the north line of said Outlot A and said centerline there terminating.

The side lines of said relocated easement are to be prolonged or shortened to terminate on said north and south lines of Outlot A.

Containing 0.35 acres, more or less.

LINE: 0782
PARCEL: CITY OF WAYZATA
SEC. 5, T.117N., R.22W., 5TH P.M.
CO.: HENNEPIN

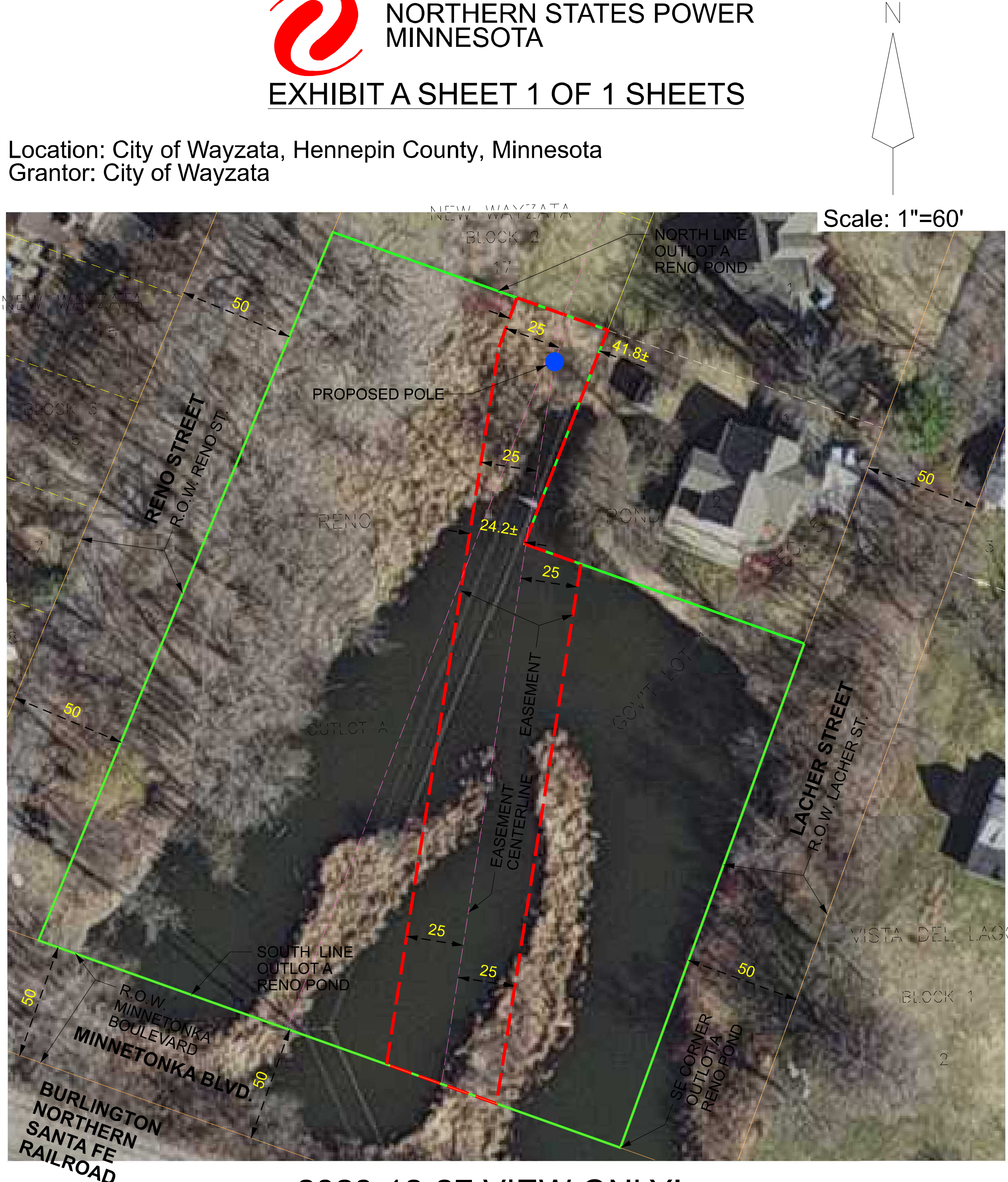
Line No. 0782

NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 1 OF 1 SHEETS

Location: City of Wayzata, Hennepin County, Minnesota
Grantor: City of Wayzata

Scale: 1"=60'



2023-12-27 VIEW ONLY!

LINE: 0782
PARCEL: CITY OF WAYZATA
SEC. 5, T.117N., R.22W., 5TH P.M.
CO.: HENNEPIN

City of Wayzata
City Council Agenda Report

MEETING DATE: November 12, 2024	**AGENDA ITEM:** 7.j
TITLE: Approval of Loffler Statement of Work for Police Department IT Services	
PROPOSED MOTION: To Approve the Loffler Statement of Work for Police Department IT Services	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager, Aurora Yager, Deputy City Manager	

ACTION REQUESTED:
City staff recommends that the City Council approve the Loffler Statement of Work for Police Department IT services.

FINANCIAL OR BUDGET CONSIDERATION:
The services are proposed to cost $2,200.00/month and have already been planned for inclusion in the 2025 General Fund budget.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Achieve & Sustain Operational Excellence
The new statement of work would update and enhance the city's technology services in terms of responsiveness and cybersecurity.

BACKGROUND:
In 2024, Wayzata and the Loffler team worked to separate the Police Department (PD) from the City's existing server & email systems, to better comply with BCA standards. Currently, all city departments, including PD, are covered under a single service agreement and service calls for outages (server issues, email issues) are prioritized by when the call is received, occasionally resulting in longer response time. By separating services into two agreements, Loffler would prioritize both the PD and the other city departments equally. The new agreement for Loffler services for the Police Department would be effective beginning January 1, 2025.

Services included within the statement of work include the following:

- Support for all users (Windows OS, Servers, Office 365, Networking Equipment)
- IT Strategy and Budgeting Planning
- Anti-virus Protection
- Vulnerability Scans
- Email Threat Scanning
- Dark Web Monitoring
- Windows Security Updates
- Security Awareness Training
- End-User Training

A copy of the proposed Statement of Work for Police Department IT Managed Services along with the existing Master Services Agreement with Loffler is attached for reference.

ATTACHMENTS:
1. Proposed Statement of Work - PD
2. Loffler Master Services Agreementpdf

LOFFLER

Prepared for:

Wayzata, Police Dept

Marc Schultz
mschultz@wayzata.org
Quote # 004571
Version 3

Keys to Success

COMMUNICATION

Recurring service reviews

Named primary contact

Clear expectations

SERVICE ALIGNMENT

Employee productivity

Proactive maintenance

Response & resolution

TRANSPARENCY

Shared service portal

Shared documentation

Shared reporting

TECHNOLOGY

Consistent product stack

High availability configurations

Vendor support

World Class Customer Service

The Loffler IT Managed Services team sends a follow-up customer feedback survey for each end-user created ticket. The survey results assist in calculating our Net Promoter Score (NPS). NPS is a tool used to gauge customer loyalty on a scale of -100 to +100. A score of +50 is considered excellent. A score of +70 is considered World Class, in the company of Apple and Nordstrom.

The Loffler ITSG Managed Service team's NPS is 91!

- Unlimited Remote Support
- 24x7 Endpoint Detect & Respond with NextGen A/V

PROACTIVE SUPPORT

- Critical Alert Triage
- Endpoint Security Audits

HELPING YOU SUCCEED REVIEW

- IT Strategy & Budget Roadmap
- Service Ticket History

PROACTIVE SECURITY

- Public IP Vulnerability Scan
- Microsoft Security Score Review
- Firewall Configuration Review
- Dark Web Monitoring
- Security Awareness Training
- Inventory Reporting

FIRST CALL SUPPORT FOR ALL USERS

- Windows & MacOS
- Servers (On-Prem & Cloud)
- Networking Equipment
- Azure, Office 365 & M365
- Vendor Triage

MONITORING & UPDATES

- Windows Security Updates
- Third-Party App Security Updates
- Endpoint Anti-Virus
- Server & Network Monitoring
- Secured Remote Support Tools

PRODUCTIVITY

- Backup for Office 365
- Email Threat Scanning
- Cloud Managed Print
- Operation Clean Sweep
- End-User Training

RECOMMENDED ADD-ONS

- Multi-Factor Authentication [MFA]
- Centralized Endpoint Management
- Air-Gapped & Encrypted Server Backups
- Enabled Logging for Systems, Software & Perimeter Devices
- Incident Response Planning

Statement of Work

This Statement of Work (hereinafter called the “SOW”) is issued pursuant to Loffler’s IT Solutions Group Master Services Agreement (the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof.

This SOW, effective as of 10/20/2024 (hereinafter called the “Date”), is entered into by and between *Loffler Companies* and *Wayzata, Police Dept* (hereinafter called the “Client”), and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

LofflerVision - IT Managed Services

Recurring services included within this SOW will be invoiced monthly, reflective of the actual service commencement date (which may differ from the date requested below). After the initial three (3) Years commitment is fulfilled, this SOW will automatically renew on an annual basis unless one party notifies the other party of its desire to terminate this SOW by providing written notice of termination no less than thirty (30) days prior to the end of the then-current term.

Requested Service Start Date: 01/01/2025

Recurring Service fees will be determined by the services and unit prices listed below. Each invoice will be based on the number of units necessary to provide the service. Units may be devices, users, or consumption based, depending on the service. Loffler reserves the right to calculate and update unit count for each billing cycle. When unit counts are changed mid-cycle, pro-rated fees will be included where applicable. The initial invoice may differ from the estimated fee listed below based on details collected during on-boarding. On each anniversary of the actual service commencement date, a cost increase of 4.91% will be applied to these line items.

Description	Recurring	Qty	Ext. Recurring
Device Count = Office locations + Servers + Workstations 1 Office Location 0 Servers 22 Desktops & Laptops ----- 23 Total Devices			
Secure 2 (up to 25 devices) After the first 25, additional devices cost $85/device/month	$2,200.00	1	$2,200.00
		Monthly Subtotal:	**$2,200.00**

Exhibits

By accepting this SOW, you agree to accept all service definitions, as well as vendor terms and conditions defined in the Exhibit URLs below. Deliverables defined within the Exhibits apply to this SOW when there is an associated line-item that has been invoiced with quantities greater than zero (0) for the month in question. Loffler services performed outside the scope of this SOW are considered outside the scope of this agreement and subject to additional costs.

https://www.loffler.com/agreements/itsg/managed-services

Onboarding

Description
Onboarding fee for IT Managed Services waived for existing client.

IT Managed Services

Prepared by:
Loffler Companies Inc
Jeff Gullickson
952-925-6800
Fax 952-925-6820
jgullickson@loffler.com

Prepared for:
Wayzata, Police Dept
600 E Rice St
Wayzata, MN 55391
Marc Schultz
(952) 404-5356
mschultz@wayzata.org

Quote Information:
Quote #: 004571
Version: 3
Delivery Date: 10/20/2024
Expiration Date: 11/15/2024

Monthly Recurring Summary

Description	Amount
LofflerVision - IT Managed Services	$2,200.00
Monthly Total:	**$2,200.00**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL PREP, INSTALL, DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. - ALL RETURNS MUST BE APPROVED BY LOFFLER COMPANIES - MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING MAY APPLY. PARTIAL BILLING MAY APPLY FOR PRODUCTS AND SERVICES. - FOR ALL RACKS, SANS AND OTHER SPECIAL SHIPMENTS, THE FREIGHT COSTS WILL BE BILLED TO THE END USER AS QUOTED OR AT ACTUAL COST INCURRED - THIS DOCUMENT IS CONFIDENTIAL AND SHOULD NOT BE DISCLOSED TO ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OF LOFFLER COMPANIES, INC. ALL CREDIT CARD PAYMENTS ARE CHARGED A 3% PROCESSING FEE.
Sales Tax to be calculated on invoice

Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall govern and prevail.

https://www.loffler.com/itsg-master-services-agreement-2023

LOFFLER

TECHNOLOGY TO POWER SUCCESS

Loffler Companies Inc

Signature: Nick Johnson

Name: Nick Johnson

Title: Practice Manager - IT Professional Services

Date: 10/20/2024

Wayzata, Police Dept

Signature:

Name:

Title:

Initials:

Date:

IP Address:

Email Address:

PO Number:

Standard Labor Rates

Resource Level	Regular Rate Monday through Friday during business hours	After Hours Rate Monday through Friday outside of business hours and on weekends (planned and scheduled activities, including projects, upgrades and maintenance)	Emergency/Holiday Rate All days of the week and all hours of the day. A customer may request emergency service any time. (emergencies and Loffler observed national holidays)
Engineer	$195.00	$292.50	$390.00
Senior Engineer	$215.00	$322.50	$430.00
Network Architect	$250.00	$375.00	$500.00
Business IT Consultant	$225.00	$337.50	$450.00
Senior Consultant	$250.00	$375.00	$500.00
Voice Engineer	$175.00	$265.50	$350.00
Project Manager	$155.00	$232.50	$310.00
Trainer	$145.00	$217.50	$290.00
Project Coordinator	$110.00	$165.00	$220.00

Labor rates listed above do not include applicable taxes. The start and end times for regular and after-hours rates will be adjusted relative to the local time zone if the work is performed onsite by our resources while physically within that time zone. A two-hour minimum applies to After Hours and Emergency/Holiday Rates.

Labor rates listed above are provided for reference and reflect Loffler's standard rates at the time of SOW creation. They are not guaranteed as part of this SOW and are subject to change at any time.

Regular Hours
Regular support hours are Monday through Friday from 7:00 am to 6:00 pm
Regular project hours are Monday through Friday from 8:00 am to 5:00 pm

Loffler Observed National Holidays:

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Thanksgiving Day Floater (The Friday after Thanksgiving)
- Christmas Day (December 25)

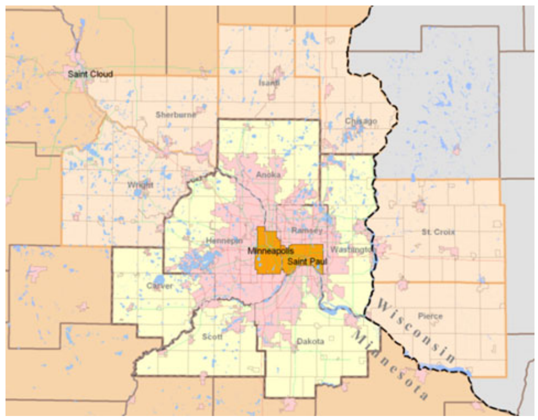
A holiday that falls on a Saturday will be observed on the preceding Friday. A holiday that falls on a Sunday will be observed the following Monday.

Travel Charges

Note: Travel charges apply unless referencing SOW overrides these default policies

Metro Area

Greater Metro Area



Metro Area *(Hennepin, Anoka, Ramsey, Washington, Dakota, Scott, Carver)*

Metro Area Travel to Client: 30-Minutes Billable Time

Metro Area Travel from Client: Non-Billable

Greater Metro Area *(Wright, Sherburne, Isanti, Chisago, St. Croix, Pierce)*

Greater Metro Area Travel to Customer: 1-Hour Billable Time

Greater Metro Area Travel from Customer: Non-Billable

Anything outside the Twin Cities 13 County Greater Metro Area

Outside Metro Area Travel to Client: Actual Time Billable

Outside Metro Area Travel from Client: Actual Time Billable

LOFFLER

MANAGED SERVICE AGREEMENT

This Managed Service Agreement ("Agreement") is entered into as of the last date of signature to a Statement of Work to this Agreement (the "Effective Date") by and between LOFFLER COMPANIES, INC., (**"LOFFLER COMPANIES, INC."**), a Minnesota Corporation with its principal place of business at 3745 Louisiana Ave S, St. Louis Park MN 55426, and the party which has executed an Statement of Work subject to the terms and conditions of this Agreement ("Client"). LOFFLER COMPANIES, INC. and Client may be collectively referred to herein as the "Parties" and each may be referred to individually as a "Party."

SECTION 1 DEFINITIONS

1.1 Affiliates: With respect to any Party, any other Person that directly or indirectly through one or more intermediary's controls, is controlled by, or is under common control with such Party.

1.2 Agreement: This Agreement and the Attachments hereto, that are hereafter executed and delivered by Client and accepted by LOFFLER COMPANIES, INC. and all schedules, supplements, amendments, agenda, proposals or exhibits expressly incorporated therein, in each case as amended or modified from time to time in accordance with the terms hereof.

1.3 Attachments:
Statement of Work: A statement of work which shall set forth the Services, applicable fees, Service Term, and any other information as may be required by LOFFLER COMPANIES, INC.

Service Level Agreement: A service level agreement, which identifies the service performance levels that will be provided, and the metrics or performance indicators by which such service performance levels are measured. LOFFLER COMPANIES, INC.'s service level agreement may be found at www.loffler.com or upon request attached hereto.

1.4 Client Equipment: Any equipment owned or leased by Client (other than equipment, if any, leased by Client from LOFFLER COMPANIES, INC.), including any such equipment which is located in the Facilities and such equipment which is located at Client Premises or other locations leased by Client, including but not limited to Cloud or Hosted environments, which is being used for communications, internet access, client server applications and general business computing.

1.5 Client Data: All data and other information contained on Client Equipment or data stored or processed in Cloud or Hosted environments, and all data and other information delivered by Client to LOFFLER COMPANIES, INC. for storage and/or processing at or on the Facilities.

1.6 Client Premises: The location or locations occupied by Client or its end users to which a Service is delivered or for which a Service is provided.

1.7 Confidential Information: any written, electronic, or oral information furnished or disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") during the term of this Agreement that is identified as or would be understood by a reasonable person to be, confidential or proprietary. Confidential Information shall include, but is not limited to: financial information; business strategies; proprietary methods and data; trade secrets; client lists and information; pricing and business data; technical information; inventions (whether patentable or not); data tables; computer program narratives; flow charts; source and object codes; computer software; computer documentation; software listings; copyrights; patents and patentable developments; operating procedures; business plans and models; prospects; and other confidential and/or proprietary matters of any nature and regardless of the format in which it is presented, maintained or transmitted. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) becomes available to the public after disclosure by the Disclosing Party, other than by a breach of this Agreement by Receiving Party; (ii) was available to the public at the time the Disclosing Party discloses its Confidential Information to Receiving Party; (iii) was already known to the Receiving Party, as evidenced by sufficient written documentation, prior to the time the Disclosing Party discloses the Confidential Information to Receiving Party;
(iv) is or has become available to Receiving Party without restriction from another source that does not violate any obligation to Disclosing Party; (v) is independently developed by Receiving Party by persons having no

access to Disclosing Party’s Confidential Information, as evidenced by written documentation; (vi) is disclosed after two (2) years from expiration of the Agreement (unless such information is required to be kept confidential by law); or (vii) is disclosed pursuant to the provisions of a court order.

1.8 Resource: An employee, engineer, technician, or specific skilled person who is assigned to perform specific Services for Client as set forth in a Statement of Work.

1.9 Deliverable: Any new materials and any modifications or enhancements to such materials directly prepared specifically for Client and specifically identified by the Parties as intended to constitute a Deliverable on the applicable Statement of Work.

1.10 Destructive Elements. Any materials, equipment or data (a) intentionally designed to disrupt, disable, harm or otherwise impede in any manner the operation of any materials, equipment or Client Data (e.g., ”viruses” or “worms”), (b) that would disable any materials, equipment or Client Data, or impair in any way their operation (e.g., ”time bombs”, “time locks” or “drop dead” devices) or (c) which contains any other harmful, malicious or hidden procedures, routines or mechanisms which would cause any materials, equipment or Client Data, to cease functioning or to damage or corrupt storage media, communications, or otherwise interfere with Client’s operations.

1.11 Facilities: Property and other personal property, owned, leased, or operated by LOFFLER COMPANIES, INC., including buildings and other real property used by LOFFLER COMPANIES, INC. to deliver Service and/or for the purpose of locating and co-locating communications equipment.

1.12 Intellectual Property: Any and all completed or in-progress patentable or non-patentable inventions, original works of authorship, discoveries, ideas, technology, computer programs, application programming interfaces, formulas, algorithms, systems (and all source code and object code related to any of the foregoing), techniques, know-how, data, writings, compositions, content, literary properties, documents, designs, illustrations, processes, procedures, protocols, service marks, trade secrets, copyrights, patents, and all other items, materials or works (and all improvements, modifications, enhancements, derivatives and intellectual property rights related to any of the foregoing) of each Party. For the avoidance of doubt, Deliverables shall be the Intellectual Property of LOFFLER COMPANIES, INC.

1.13 Person: Any natural person, sole proprietorship, partnership, joint venture, corporation, trust, limited liability company, or other entity.

1.14 Personal Information: Any Social Security Numbers, driver’s license numbers, or state-issued identification card numbers, financial account numbers, credit, or debit card numbers, with or without any required security code, access code, personal information number or password, that would permit access to the person’s financial account and any other information of a personal nature the confidentiality of which is protected by federal or applicable state law.

1.15 Service(s): Any service (including the availability and use of Facilities) offered by LOFFLER COMPANIES, INC. and identified in any Statement of Work, which may include supplying hosting, monitoring, outsourcing, equipment leasing, or data communications and related products or services.

1.16 Service Commencement Date: The Service Commencement Date is the date that any Service is fully operational.

1.17 Service Term: Subject to Section 4 of this Agreement (Termination), the duration of time (measured starting on the Service Commencement Date) for which LOFFLER COMPANIES, INC. shall provide the Services set forth in Statement of Work to Client. Unless otherwise specified, the Service Term shall automatically renew for a like term, under the same terms and conditions contained in this Agreement, at LOFFLER COMPANIES, INC.’s then current prices and rates, unless either Party terminates the Agreement as permitted herein.

1.18 Usage Based Services: Prices billed for a service or item based on Client’s consumption or usage, rather than a fixed price for a specified service, item, or period-of-time.

SECTION 2 DELIVERY OF SERVICES

2.1 Acceptance by LOFFLER COMPANIES, INC.: Upon execution by both Parties of this Agreement, including a Statement of Work, LOFFLER COMPANIES, INC. will provide a tentative delivery date for the requested Service(s). LOFFLER COMPANIES, INC. will initiate delivery of the ordered Service(s), upon Client's compliance with the terms established for delivery of the Service(s) and Client's provision of all required information and any required pre-payments. LOFFLER COMPANIES, INC. shall use its reasonable efforts to comply with said delivery date; provided however, LOFFLER COMPANIES, INC. shall not be liable if said delivery date is not met, except where any such failure to meet the delivery date results from the gross negligence, or the willful acts or omissions of LOFFLER COMPANIES, INC.

2.2 Credit Approval and Deposits: If applicable, Client will provide LOFFLER COMPANIES, INC. with information as requested, including but not limited to credit information and references from vendors. LOFFLER COMPANIES, INC.'s delivery of Services is subject to LOFFLER COMPANIES, INC.'s review and approval of such information. LOFFLER COMPANIES, INC. may require Client to pay a deposit before commencement of Services.

2.3 LOFFLER COMPANIES, INC. Facilities: Except as otherwise agreed in writing by LOFFLER COMPANIES, INC., LOFFLER COMPANIES, INC. owns and shall own all rights, title, and interest to all Facilities (but not Client Data and Client Equipment). LOFFLER COMPANIES, INC. will provide and maintain the Facilities in good working order subject to the terms of this Agreement. Client shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with or access (except to the extent authorized under this Agreement) any Facilities, without the prior written consent of LOFFLER COMPANIES, INC., which consent may be withheld by LOFFLER COMPANIES, INC. in its sole discretion. Client shall not take any action that may result in the imposition of any lien or impediment on the Facilities. In no event will LOFFLER COMPANIES, INC. be liable to Client or any other Person or entity for interruption of Service or for any other loss, expense, cost, or damage caused or related to improper use or maintenance of the Facilities by Client or third parties provided access to the Facilities by Client in violation of these terms. Client shall indemnify and reimburse LOFFLER COMPANIES, INC. for any direct or indirect damages, losses, or claims (including reasonable attorney's fees) incurred as a result of the improper use, access, or maintenance of the Facilities by Client or third parties provided access to the Facilities by Client.

2.4 Client-Provided Equipment for Co-Location Services: If applicable and as set forth in Statement of Work, to the extent the Services include co-location services, LOFFLER COMPANIES, INC. may install at the Facilities with Client's prior written consent certain Client Equipment ("Client Furnished Equipment"). Upon installation of Service, LOFFLER COMPANIES, INC. will not be responsible for the operation or maintenance of any Client Furnished Equipment, unless Client specifically contracts in writing for such Services in accordance with a Statement of Work and subject to the limitations contained herein. Client represents, warrants, and covenants that it has all right to any Client Furnished Equipment. LOFFLER COMPANIES, INC. acknowledges and agrees that, as between the Parties, Client retains all right, title, and interest in and to all Client Furnished Equipment. Except as provided for herein, LOFFLER COMPANIES, INC. shall not place any liens or impediments on the Client Furnished Equipment. LOFFLER COMPANIES, INC. shall not permit any Person or entity to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Client Furnished Equipment, without the prior written consent of Client, which consent may be withheld by Client in its sole discretion. In no event will Client be liable to LOFFLER COMPANIES, INC. for any other loss, cost, or damage caused or related to improper use or maintenance of the Client Equipment by LOFFLER COMPANIES, INC. or third parties provided access to the Client Equipment in violation of these terms. The Parties agree and acknowledge that, in the event of default by Client in the payment of any sum due from Client to LOFFLER COMPANIES, INC. under the terms of this Agreement, LOFFLER COMPANIES, INC. shall have the right to place a lien upon all Client Furnished Equipment that is placed in, or become a part of, the Facilities as security for amounts due hereunder. Client grants to LOFFLER COMPANIES, INC. a security interest in all Client Furnished Equipment for purposes of this contractual lien. In the event of a default by Client under the terms of this Agreement, LOFFLER COMPANIES, INC. may take possession of all of Client Furnished Equipment and sell it at public or private sale after giving Client reasonable notice of the time and place of any public sale or of the time after that any private sale is to be made, for cash or on credit, for such prices and terms as LOFFLER COMPANIES, INC. deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any amount due or to become due under this Agreement, with the balance, if any, to be paid to Client. LOFFLER COMPANIES, INC. shall have the right to file a UCC-1 Financing Statement to perfect such lien.

2.5 Due Diligence: If applicable to the Services outlined in Statement of Work, LOFFLER COMPANIES, INC. may perform discovery on all Client systems and infrastructure to ensure thorough understanding of Client's entire network and established connections to outside entities. The functions necessary to complete the scope of the due diligence will be mutually agreed upon by the Parties. Client will ensure that all of its software and hardware is current and supported by the manufacturer.

2.6 Transition Services: As applicable to the Services outlined in Statement of Work, LOFFLER COMPANIES, INC. may perform all services, functions, and responsibilities necessary to accomplish the transition of operations and functions comprising the scope of any transition plan agreed upon by the Parties.

2.6.1 Transition-In Services. LOFFLER COMPANIES, INC. shall perform services to facilitate Client's transition of service providers to LOFFLER COMPANIES, INC. in accordance with a transition plan. Such services shall be delivered upon completion of due diligence, shall be performed in such a manner as not to unreasonably disrupt or cause any unnecessary adverse impact to Client's business or operations, except to the extent that LOFFLER COMPANIES, INC. has provided Client with reasonable advance notice of such impact and Client has agreed in writing that such impact is acceptable.

2.6.2 Transition-Out Services. Upon termination of this Agreement or any Statement of Work, Client may request that LOFFLER COMPANIES, INC. provide transition services to a new Client IT provider. In such event, Client and LOFFLER COMPANIES, INC. will provide a Statement of Work governing the Transition-Out Services. LOFFLER Companies, INC. and Client will mutually agree upon a transition plan setting forth LOFFLER COMPANIES, INC.'s obligations with respect to such transition services. LOFFLER COMPANIES, INC. will invoice fees associated with any transition services on a time and materials basis. Such fees shall be set forth on a mutually agreed-upon transition plan.

2.7 Services outside the Scope of the Agreement: Prior written agreement of the Parties is required for any performance of Services by LOFFLER COMPANIES, INC. outside the scope of the applicable Statement of Work. LOFFLER COMPANIES, INC. will issue a modification to the applicable Statement of Work to incorporate changes to the scope of Services and related fee changes.

SECTION 3 BILLING AND PAYMENT

3.1 Except as otherwise set forth in the Agreement, LOFFLER COMPANIES, INC. shall deliver and/or perform the Service(s) for the duration of the Service Term and Client shall pay all charges for delivery and/or performance thereof as set forth herein and in Statement of Work.

3.2 Commencement of Billing: With the exception of orders for hardware and software as set forth in Section 3.2(b) below, LOFFLER COMPANIES, INC. will notify Client via email upon installation and testing, if applicable, of the Services ordered in any Statement of Work. Client will have five (5) business days to provide written notification via email, to the LOFFLER COMPANIES, INC. Practice Manager and/or Sales Representative set forth in the applicable Statement of Work, detailing Service(s) that are not installed and functioning in accordance with the applicable Statement of Work. Following the delivery to LOFFLER COMPANIES, INC. Practice Manager of such notification, LOFFLER COMPANIES, INC. will work with Client to resolve the outstanding issues.

a) LOFFLER COMPANIES, INC. shall commence billing upon installation of the Services regardless of whether Client has procured services from third-party vendors (i.e., equipment suppliers, software developers, telecommunication carriers, etc.) required to operate the Service and regardless of whether Client is otherwise prepared to accept delivery of ordered Service.

b) For hardware and software orders, Client will be invoiced upon Client's written approval of such hardware and software orders.

3.3 Usage Based Services. LOFFLER COMPANIES, INC. will bill Client for Usage Based Services based on Client's usage at the rates set forth in the applicable Statement of Work. If Client has elected a month-to-month Service Term, it may increase or decrease the Usage Based Services by any amount. If Client has committed to a longer

Service Term (any number of months above a month-to-month contract), it can increase usage by any amount and can reduce usage by an amount.

3.4 Pre-Payment: LOFFLER COMPANIES, INC. shall reserve the right to require pre-payment subject to the terms of the applicable Statement of Work, prior to installation of Services, Client shall pay the sum of the total Non-Recurring Charges ("NRC(s)") specified in the applicable Statement of Work. Client shall pay the invoice for any NRCs in accordance with the payment terms of this Agreement.

3.5 Invoicing: Unless specifically outlined in the Statement of Work, Monthly Recurring Charges ("MRC(s)") will be invoiced on the 1st day of each month for that same month of service. LOFFLER COMPANIES, INC. will bill Usage Based Services in arrears as determined by LOFFLER COMPANIES, INC.'s monitoring systems or as otherwise provided by the Statement of Work. For partial months of Service, except for Usage Based Services, MRCs shall be prorated based on a calendar month unless otherwise agreed.

a) Payment of Invoices: Client will pay any amounts due within ten (10) days of Client receipt of an invoice. Any past due amounts under any invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of a late payment, LOFFLER COMPANIES, INC. may suspend Services hereunder as provided in Section 4.1. In the event LOFFLER COMPANIES, INC. is unable to deliver Service as a result of a Force Majeure event, Client shall not be obligated to pay LOFFLER COMPANIES, INC. for the affected Service for so long as LOFFLER COMPANIES, INC. is unable to deliver such Service. Credit Card payments are accepted for all invoices. Credit Card payments will be subject to a credit card processing fee of 3% per transaction and will be calculated by Accounts Receivable prior to the payment being processed.

b) Travel: LOFFLER COMPANIES, INC. may be required to travel to Client's location to render Services. Client will reimburse LOFFLER COMPANIES, INC. for all reasonable, allowable, allocable, and pre-approved travel expenses and transportation allowances for any LOFFLER COMPANIES, INC. personnel or subcontractors traveling in connection with the performance of its obligations in accordance with applicable rates set forth by the United States General Services Administration, currently available at http://www.gsa.gov/portal/category/100120. Allowable expenses will include hotel (based on per diem), transportation (economy airfare, taxi, shuttle to and from airports, bus, POV, etc.), M&IE (meals and incidentals based on per diem), and miscellaneous expenses as appropriate (taxes, gratuities as appropriate and business expenses of the SOW).

3.6 Additional Fees: LOFFLER COMPANIES, INC. shall have the right to recover from Client the amount of any fees or charges assessed by third party vendors engaged by LOFFLER COMPANIES, INC. to provide the Services as set forth in the Statement of Work. Such fees or charges shall be invoiced to Client in the form of a surcharge included on Client's invoice.

3.7 Taxes: Client shall pay all federal, state, local taxes, telecommunication taxes, universal fund fees, charges, surcharges, or similar fees imposed on the Services and/or products that are the subject of the Agreement. Client shall provide LOFFLER COMPANIES, INC. any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Agreement. To the extent such documentation is held invalid for any reason, Client shall reimburse LOFFLER COMPANIES, INC. for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation. Client hereby waives any claims it may have regarding LOFFLER COMPANIES, INC.'s collection or remittance of such fees, taxes, and surcharges; provided that LOFFLER COMPANIES, INC. shall refund Client for any such fees, taxes, and surcharges collected that are later determined to not be payable.

3.8 Regulatory and Legal Changes: In the event of any change in applicable law, regulation, decision, rule, or order that increases the costs or other terms of delivery of Services, LOFFLER COMPANIES, INC. may increase the fees charged to Client, provided, however, that any such increase in cost to LOFFLER COMPANIES, INC. will be a pass-through expense that will be charged to Client and same shall reflect the pro-rata portion of such increase attributable to Services to Client relative to all LOFFLER COMPANIES, INC.'s clients.

3.9 Disputed Invoices: If Client disputes any portion of a LOFFLER COMPANIES, INC. invoice, Client must pay the undisputed portion of the invoice in accordance with the terms and conditions of this Agreement and the applicable Statement of Work and submit a written claim with associated reasons to LOFFLER COMPANIES, INC.'s accounts receivable department with a copy to ar@loffler.com, for the disputed amount. All claims must be submitted to LOFFLER COMPANIES, INC. within thirty (30) business days from the invoice date for those Services. Client waives the right to dispute any charges not disputed within the time frame set forth above. In the event that the dispute is resolved against Client in accordance with the procedures hereunder, Client shall pay such amounts plus interest at the rate referenced above.

3.10 Termination Charges: In the event that, prior to the end of the Service Term, Client terminates the Agreement or any Statement of Work pursuant to Section 4.2 below, Client shall pay termination charges in accordance with Section 4 of this Agreement.

3.11 Fraudulent Use of Client Related Services by Client Personnel: Client is responsible for all charges incurred for Services by Client personnel, even if incurred as the result of fraudulent or unauthorized use of Services by such personnel.

3.12 Price Changes: Fees shall be set forth in the applicable Statement of Work and are subject to change upon thirty, (30) days' prior written notice to Client. Fees are subject to change annually based on current market conditions.

SECTION 4 TERM; TERMINATION

4.1 Term: The Agreement shall commence upon the Effective Date and shall remain in effect until terminated as set forth herein.

4.2 Termination for Convenience: Either Party may terminate the Agreement or any Statement of Work upon ninety (90) days' prior written notice to the other Party. Upon such notification, LOFFLER COMPANIES, INC. shall issue a final monthly invoice to Client no later than thirty (30) days prior to termination of the Agreement or Statement of Work and shall be due upon receipt by Client. Upon the effective date of termination, any remaining MRCs, NRCs, third party, or time and materials, etc. charges will be invoiced and due upon receipt.

In the event that, prior to the end of the Service Term, Client terminates the Agreement or any Statement of Work pursuant to this Section 4.2, unless otherwise stated separately in writing and mutually agreed upon, Client shall pay a termination charge equal to:

Termination Charge
75% of the Remaining Contract Balance*

* The "Remaining Contract Balance" shall be defined as a total of the MRCs, and any other unpaid fees multiplied by the number of months remaining in the applicable Service Term.

In addition, Client shall pay a termination charge which equals the costs incurred on behalf of Client by LOFFLER COMPANIES, INC. for any service or product not covered by the then in-effect Statement of Work or Service Level Agreement. A mutually agreed upon transition-out Statement of Work is required for all offboarding activities.

4.3 Termination for Default:

4.3.1 Either Party may, upon thirty (30) days' prior written notice terminate the Agreement, and in the case of Client, without incurring a termination charge, for default by the other Party in any of the following circumstances:

a) The other Party admits in writing its inability to pay its debts as they come due;
b) The other Party admits in writing its inability to perform its duties under this Agreement;
c) The other Party seeks protection from its creditors under the bankruptcy laws, if a trustee or receiver is appointed over its assets, or if an involuntary petition in bankruptcy is filed but not removed within sixty (60) days;
d) The other Party materially breaches a provision of the contract and fails to cure such breach

within thirty (30) business days of receipt of written notice from the terminating Party demanding such cure.

e) The other Party violates any law, rule, regulation or policy of any governmental authority related to Services and which violation (i) was not caused in whole or in part by the terminating Party and (ii) could reasonably be expected to expose the terminating Party to liability for such violation (provided, however, that if the non-terminating Party is able to cure the effects of such violation within ten (10) business days of becoming aware of such violation, the terminating Party may not terminate the Agreement, or in the case of LOFFLER COMPANIES, INC., discontinue any Services);

f) The other Party makes a material misrepresentation in connection with the Agreement or the delivery of Services (provided, however, that if the non-terminating Party is able to cure such misrepresentation within thirty (30) business days of becoming aware of such misrepresentation, the terminating Party may not terminate this Agreement or in the case of LOFFLER COMPANIES, INC., discontinue any Services); or

(g) A court or other governmental authority prohibits LOFFLER COMPANIES, INC. from furnishing any Service under the Agreement.

4.3.2 LOFFLER COMPANIES, INC. may terminate the Agreement prior to the end of the Service Term as outlined on the applicable Statement of Work, without liability, by notifying Client of its election to terminate pursuant to this Section 4.3.2 and the effective date of such termination if invoice amounts, not including amounts being disputed under Section 3.9, have not been paid for more than sixty (60) days past invoice receipt date and remain unpaid as of the date on which such termination notice is delivered.

4.4 Effect of Termination. After receipt of a notice of termination, LOFFLER COMPANIES, INC. shall immediately stop work as specified in such notice and place no further orders for materials, services, or facilities. LOFFLER COMPANIES, INC. shall not retain any Client Data beyond the effective date of termination of the Agreement, except as permitted in this Agreement. All Client Equipment will be released upon payment in full of final invoice(s). Client agrees that it is responsible for all monthly recurring costs for any term remaining on any dedicated services or equipment procured by LOFFLER COMPANIES, INC. from a third party for the sole benefit of Client (e.g., MPLS or Internet circuit).

SECTION 5 LIABILITY, WARRANTIES, DISCLAIMERS

5.1 Service Interruptions and Delivery: LOFFLER COMPANIES, INC. provides specific remedies regarding installation of Services and availability of Services. In the event of a failure to deliver the Services, Client's sole remedies shall be as set forth in this Section 5 and in Section 4. Client acknowledges that LOFFLER COMPANIES, INC. is relying on said limitation of remedies set forth in this Section 5 and Section 4 in agreeing to provide Services to Client.

5.2 Limitation on Damages: Notwithstanding any other provision hereof, neither Party shall be liable for any punitive, exemplary, special, indirect, incidental, or consequential damages arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the Parties have been advised of the possibility of such damages or loss.

5.3 Limitation of Liability: Client agrees that the sole remedies for the breach of any of the warranties contained in the Agreement shall be limited to the remedies expressly stated in this Agreement. THE TOTAL LIABILITY, IF ANY, OF LOFFLER COMPANIES, INC. (INCLUDING, AS APPLICABLE, ITS SUBSIDIARIES, PARENT AND SUBSIDIARIES OF ITS PARENT, ITS LICENSORS, EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, EQUITYHOLDERS, LENDERS AND AGENTS AND AFFILIATES THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION, LOSSES OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE LESSER OF: (A) CLIENT'S DIRECT DAMAGES, ACTUALLY INCURRED, OR (B) THE TOTAL FEES PAID BY CLIENT TO LOFFLER COMPANIES, INC. IN THE MOST RECENT SIX (6) MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM.

5.4 Disclaimer: EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 5.4 and 5.6, LOFFLER COMPANIES, INC. DOES NOT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONNECTION WITH THIS AGREEMENT. LOFFLER COMPANIES, INC. SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LOFFLER COMPANIES, INC. DOES NOT WARRANT THAT NY SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE SERVICE(S) WILL BE CORRECTED.

5.5 LOFFLER COMPANIES, INC. represents and warrants that:

a) LOFFLER COMPANIES, INC. is duly licensed, authorized, and qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on LOFFLER COMPANIES, INC.'s ability to fulfill its obligations under or otherwise perform the Agreement;

b) There is no outstanding litigation, arbitrated matter, or other dispute to which LOFFLER COMPANIES, INC. is a party which, if decided unfavorably to LOFFLER COMPANIES, INC., and there are no outstanding judgments against LOFFLER COMPANIES, INC., would have a material adverse effect on LOFFLER COMPANIES, INC.'s ability to fulfill its obligations under or otherwise perform the Agreement;

c) LOFFLER COMPANIES, INC. is capable of providing, and possesses the resources, capacity, expertise, and ability necessary to provide, the Services in accordance with the Agreement and the Services shall be rendered with promptness and diligence and be executed in a professional manner;

d) Without limiting LOFFLER COMPANIES, INC.'s obligations under the Agreement, LOFFLER COMPANIES, INC. shall make commercially reasonable efforts to ensure that no Destructive Elements are coded or introduced into the Services or Deliverables by LOFFLER COMPANIES, INC. or LOFFLER COMPANIES, INC.'s agents and shall use commercially reasonable efforts to prevent from being coded or introduced into the Services, or Deliverables by any third party. If LOFFLER COMPANIES, INC. becomes aware that a Destructive Element has been introduced into the Services, or Deliverables, LOFFLER COMPANIES, INC. shall make reasonable efforts to mitigate the effects of the Destructive Element and, if the Destructive Element causes a loss of operational efficiency or loss of data, make reasonable efforts to mitigate and restore such losses. With respect to any Destructive Elements that may be part of Services, or Deliverables, LOFFLER COMPANIES, INC. shall not, nor permit any other third party to, invoke such Destructive Elements at any time, without Client's consent.

5.6 Security Procedures: Client agrees that its employees, agents, contractors, or representatives shall not knowingly attempt, in any way, to circumvent or otherwise interfere with any security precautions, procedural controls, or any of LOFFLER COMPANIES, INC.'s policies relating to the Services provided hereunder. Any such actions may cause a disruption in the provision of Service. Any disruption of Services which results from the violation of this Section shall be excluded from LOFFLER COMPANIES, INC.'s obligations under Service Level Agreement and Client will have no right to any remedy under the Service Level Agreement or otherwise with respect to such disruption; save and except where any such disruption of Services result from the negligence or willful acts or omissions of LOFFLER COMPANIES, INC. or a third party engaged by LOFFLER COMPANIES, INC..

5.6.1 LOFFLER COMPANIES, INC. will conduct routine scheduled maintenance of its data center and data center services, as are reasonably required to maintain the facilities and service. In the event a mission critical maintenance situation arises, LOFFLER COMPANIES, INC. may be required to perform emergency maintenance at any time. During these scheduled and emergency maintenance periods, Client Equipment may be unable to transmit and receive data and Client may be unable to access the Client Equipment. Client agrees to cooperate with LOFFLER COMPANIES, INC. during the scheduled and emergency maintenance periods. Unscheduled maintenance will not constitute an event of Default by LOFFLER COMPANIES, INC.

5.6.2 At times, actions or inactions caused by third parties ("Third Party Actions") (e.g., denial of service attacks) can produce situations in which Client's connections to the Internet (or portions thereof) or other portions of Client's Service may be impaired or disrupted. LOFFLER COMPANIES, INC. cannot guarantee that such situations will not occur and, accordingly, LOFFLER COMPANIES, INC. disclaims any and all liability resulting from or related to such events (other than as set forth in this Agreement). In the event that Client's use of the Services, interaction with the internet, or use of third parties is causing harm to or threatens to cause harm to the network or operations of LOFFLER COMPANIES, INC., or the operations of other LOFFLER COMPANIES, INC. clients, LOFFLER COMPANIES, INC. shall have the right to suspend upon 5 business days' written notice without liability Client's Services which may be the cause of the disruption or which may be adversely impacted by such conditions. LOFFLER COMPANIES, INC. shall restore Service at such time, as it reasonably deems, that there is no further harm or threat of harm to the LOFFLER COMPANIES, INC. network or its operations or the operations of other LOFFLER COMPANIES, INC. clients.

5.6.3 Upon notification of the existence of the abuse of the Resource which Loffler Companies deems credible, Client shall immediately take all necessary steps to avoid any further abuse of such Resource. Any continued abuse of any LOFFLER COMPANIES, INC. Resource that occurs after Client has received such notification shall be considered a material violation of this Agreement. LOFFLER COMPANIES, INC. reserves the right to suspend and/or terminate a Client's Service at any time for any material failure of Client or its users to comply with this Section 5.7, and such material failure is not cured within 10 business days of LOFFLER COMPANIES, INC.'s notification to Client of such material failure.

For the purpose of this section, Abuse as defined is including but not limited to; hostile work environment, acts of physical or psychological violence, all types of harassment, and intimidating behavior.

5.6.4 Client must use reasonable security precautions in its use of the Services, including encrypting any Personal Information transmitted via, or stored on, the Services and accepts all risks related thereof. Client releases LOFFLER COMPANIES, INC. for all related liability arising from its failure to meet the foregoing requirements with respect to its use of the Services. Client must install malware/endpoint protection on all servers, and if not, Client accepts all responsibility of potentially security vulnerabilities. LOFFLER COMPANIES, INC. shall not be liable if Client does not use reasonable security precautions to secure Personal Information. LOFFLER COMPANIES, INC. shall not be liable if it stores Personal Information on the Services. Client must immediately notify LOFFLER COMPANIES, INC. of any unauthorized use of Client account or any other breach of security involving the Services and cooperate in the investigation thereof.

SECTION 6 CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS, PUBLICITY, AND DATA PROTECTION

6.1 Confidentiality: All Confidential Information in whatever form shall remain the property of Disclosing Party. Nothing contained in this Agreement shall be construed to grant Receiving Party any license or other Intellectual Property rights in the Confidential Information, other than the limited right to use such Confidential Information for purposes stated in this Agreement.

6.2 Limitation on Disclosure: Receiving Party shall not disclose Confidential Information or permit it to be disclosed to anyone except those employees, agents or other representatives ("Representatives") who have a need to know the Confidential Information by virtue of being actually engaged in discussions, assessments, or activities in connection with this Agreement, and who have been notified of the confidential nature of the Confidential Information and have agreed to be bound maintain the confidentiality of such Confidential Information in accordance with the terms and conditions of this Agreement. Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives. Receiving Party shall obtain Disclosing Party's permission in writing prior to disclosing Confidential Information to any person or party other than its permitted Representatives. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information or portions thereof in the event the Receiving Party or its Representatives become legally compelled (by any legal or similar process) to disclose any of the Confidential Information. The Receiving Party shall give prompt, prior written notice of such requirement to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not sought or obtained, and Receiving Party is compelled to disclose or else face a charge of contempt of court or suffer other censure or penalty, Receiving Party may disclose only such Confidential Information which is subject to such legal compulsion, only to the party required by law, and only upon using reasonable efforts to obtain written assurances that confidential treatment will be accorded such Confidential Information.

6.3 Publicity: Unless expressly and mutually agreed upon by both parties, Neither Party hereto shall have the right to use the other Party's or its Affiliates' trademarks, service marks or trade names or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities.

6.4 Intellectual Property: All Intellectual Property of a Party is and will remain the exclusive property of such Party. Neither Party will have rights or interests in the other Party's Intellectual Property except as expressly provided for in this Agreement.

6.5 Deliverables: During the term of this Agreement, LOFFLER COMPANIES, INC. grants to Client a revocable, non-exclusive, non- assignable, limited right to use the Services and any Deliverables and the associated Documentation, solely for use by Client for the internal business purposes of Client.

6.6 Data Protection:

6.6.1 As between LOFFLER COMPANIES, INC. and Client, all Client Data is and shall remain the property of Client. Without the prior approval of Client, to be given or withheld in its sole discretion, Client Data shall not be (i) used by LOFFLER COMPANIES, INC. other than as required to provide the Services, (ii) disclosed, sold, assigned, leased, licensed, or otherwise provided or made available in any manner to third parties by or through LOFFLER COMPANIES, INC., or (iii) commercially or otherwise used or exploited in any form (including any derivative, individualized, anonymized, or aggregated form) by or on behalf of LOFFLER COMPANIES, INC.. Further, Client Data shall be the Confidential Information of Client.

6.6.2 To the extent Client Data includes Personal Information, LOFFLER COMPANIES, INC. shall maintain the confidentiality and security of such Personal Information as required by law.

6.6.3 LOFFLER COMPANIES, INC. will comply, and will cause its personnel to comply, with the terms of LOFFLER COMPANIES, INC.'s privacy policy to the extent related to the Services provided by LOFFLER COMPANIES, INC. Additionally, LOFFLER COMPANIES, INC. shall establish, implement, maintain, and comply with a comprehensive written information security program that includes administrative, technical and physical safeguards against the disclosure, access, destruction, loss, damage and alteration of Client Data in the possession or control of LOFFLER COMPANIES, INC. that shall be no less rigorous than the most stringent of (i) LOFFLER COMPANIES, INC.'s then current data security requirements for data of a similar nature, or (ii) any higher data security requirements required by law. Without limiting the immediately preceding sentence, LOFFLER COMPANIES, INC. shall use commercially reasonable efforts, including through systems security measures, to guard against the unauthorized disclosure, access, destruction, loss, damage, and alteration of Client Data.

6.7 Destruction and Return of Confidential Information: Upon termination of this Agreement or upon the request of the Disclosing Party, Receiving Party shall destroy or return to Disclosing Party any Confidential Information in physical or electronic form in its possession; provided that Receiving Party may maintain an archived file copy of a document or other item containing Confidential Information residing in its automatic backup systems, provided that all such copies shall remain subject to the obligations hereunder regarding confidentiality and use of Confidential Information for so long as they are retained.

SECTION 7 INSURANCE

7.1 Client is responsible for the repair and maintenance (except to the extent Services include repair and maintenance services) and insurance against loss of Client Equipment, including, as applicable, Client Furnished Equipment. LOFFLER COMPANIES, INC. shall not be liable for any loss of or impairment to the Services provided hereunder or damages to any Client Equipment due to a malfunction or defect in any Client Equipment; save and except where any such loss or impairment to the Services or damages result from the gross negligence or willful acts or omissions of LOFFLER COMPANIES, INC..

7.2 Certificate of Insurance: Upon request by Client, LOFFLER COMPANIES, INC. shall provide Client a certificate of insurance evidencing the coverage as outlined in Section 7.

7.3 Client Obligations: Without limiting any of LOFFLER COMPANIES, INC.'s obligations under this Section 7, Client shall procure and maintain Cyber Security Liability and Privacy Liability insurance coverage, with coverage for expenses associated with data breach, cyber-crime, cyber-security and the investigation, remediation, notification costs, credit monitoring, call center expenses, public relations expenses, fines, judgments, and legal costs (including defense costs) related thereto in amounts reasonable and appropriate for the size and nature of Client's business.

SECTION 8 GENERAL TERMS

8.1 Force Majeure: Neither Party hereto shall be liable, nor shall any remedy be extended, for any failure of performance or equipment due to causes beyond such Party's reasonable control including but not limited to acts of God, fire, acts or omissions of suppliers, flood or other catastrophe, any law, order, or regulations or request of any governmental entity, national emergency, terrorist activities, insurrections, riots, work stoppages or disruptive labor activities, global or natural disasters, plague, epidemic, pandemic, outbreaks of infectious disease, or other events beyond the reasonable control of a Party ("Force Majeure").

8.2 Assignment: Neither Party shall assign its rights and obligations under this Agreement without the express prior written consent of the other Party; provided that Parties may assign their rights and obligations under this Agreement and any attachments hereto, to an Affiliate without the consent of other Party and provided further, LOFFLER COMPANIES, INC. may assign its rights and obligations under this Agreement and any attachments hereto, in the event of a merger, reorganization, or to a purchaser of substantially all of its assets without the consent of Client. LOFFLER COMPANIES, INC. will not unreasonably withhold its consent to a proposed assignment provided that the assignee of Client agrees in writing to fully accept all the terms and conditions contained herein. Client shall remain liable for the payment of all charges due under each Statement of Work until a fully executed assignment is received from Client. Once all terms and conditions have been accepted by assignee and a fully executed assignment is received by LOFFLER COMPANIES, INC., Client will be released from all payment obligations hereunder.

8.3 Notices: All notices, request, demands, and other communications under this Agreement must be in writing and shall be provided via (i) personal delivery; (ii) certified U.S. mail; (iii) nationally recognized overnight courier; (iv) when delivered via electronic commerce (e.g., e-Mail), to the Parties or their permitted assigns at the addresses listed herein, or such other address as may be designated in writing by the Parties from time to time.

8.4 Indemnification for Intellectual Property Infringement: LOFFLER COMPANIES, INC., subject to the limitations of liability contained herein, will defend and indemnify Client against a third party claim that any LOFFLER COMPANIES, INC.-owned Services infringe a United States patent, copyright, trademark, trade secret or other United States intellectual property rights of a third party, provided that: (i) Client gives LOFFLER COMPANIES, INC. prompt written notice of any such claim of which it has knowledge; (ii) LOFFLER COMPANIES, INC. is given full control over the defense of such claim and all related settlement negotiations; and, (iii) Client provides LOFFLER COMPANIES, INC. with the assistance, information and authority necessary to perform LOFFLER COMPANIES, INC.'s obligations under this Section 8.5. Reasonable out-of-pocket expenses incurred by Client in providing such assistance will be reimbursed by LOFFLER COMPANIES, INC. If any such claim of infringement has occurred or in LOFFLER COMPANIES, INC.'s opinion is likely to occur, then LOFFLER COMPANIES, INC. may, at its option and expense: (i) use commercially reasonable efforts to procure for Client the right to use the infringing Services; (ii) replace or modify the infringing portion of the Services so that it is no longer subject to any infringement claim, or, (iii) if the foregoing, in LOFFLER COMPANIES, INC.'s reasonable determination, is not practicable, LOFFLER COMPANIES, INC. shall so notify Client of such determination and Client shall have the right to immediately terminate this Agreement. LOFFLER COMPANIES, INC. shall have no obligation under this

Section 8.5 to indemnify or defend Client against a lawsuit or claim of infringement to the extent any such claim or lawsuit results from: (i) other material which is combined with or incorporated into the Services; (ii) any substantial changes or alterations to the information provided as part of the Services by Client; (iii) any misuse or unauthorized use of the Services which, but for Client's misuse or unauthorized use of the Services, such claim would not have occurred; or, (iv) required compliance by LOFFLER COMPANIES, INC. with design documentation or specifications originating with, specified by or furnished by or on behalf of Client. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY OF LOFFLER COMPANIES, INC. AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO ANY PROCEEDINGS, CLAIMS, DEMANDS, LOSS, DAMAGE OR EXPENSES INCURRED BY CLIENT RELATING TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS RESULTING FROM THE SERVICES AND THIS AGREEMENT.

8.5 Application of Tariffs: LOFFLER COMPANIES, INC. may elect or be required to file with the appropriate regulatory agency tariffs respecting the delivery of certain Service. In the event that such tariffs are filed respecting Service ordered by Client, then (to the extent such provisions are not inconsistent with the terms of an Statement of Work) the terms set forth in the applicable tariff shall govern LOFFLER COMPANIES, INC.'s delivery of, and Client's consumption or use of, such Service.

8.6 No Waiver: No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s).

8.7 Contractors: Client acknowledges that certain installation, technical support, and consulting services may be provided by an unaffiliated third-party contractor ("Contractor") to LOFFLER COMPANIES, INC. Client hereby authorizes LOFFLER COMPANIES, INC. to provide Contractor with access to Client's location, equipment, and contact information necessary to provide such Services; provided that LOFFLER COMPANIES, INC. shall be liable for any damages caused by Contractor. All Contractors who have access to that information are required to sign a LOFFLER COMPANIES, INC. Confidentiality Agreement.

8.8 Dispute Resolution/Arbitration: Each of the parties shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement, any Service Agreement or Statement of Work hereunder within sixty days of the date any such dispute, difference, or claim arises. Failing such amicable settlement, any such dispute, difference, or claim including any claim related to the existence, validity, interpretation, performance, termination or breach of this Agreement, any Service Agreement or Statement of Work hereunder shall be resolved by Arbitration in accordance with the Rules and under the auspices of the American Arbitration Association ("AAA"). Neither party may seek or be awarded punitive damages as part of any arbitration. Each of the parties will bear its own expenses, but the parties shall share equally the expenses payable to the AAA to initiate and undergo arbitration. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration shall be held in LOCATION, or another location upon which the parties may agree. Notwithstanding the foregoing, (i) any arbitration involving claims by LOFFLER for Client's failure to pay for Services shall be heard by a single arbitrator under the Expedited Procedures of the AAA, and, (ii) claims for preliminary injunctive relief or other pre-judgment remedies may be brought in the courts of Minnesota on in the United States District Court for the District of Minnesota having jurisdiction over the subject matter and parties.

Except for claims for indemnification with respect to claims by third parties, no claims to be resolved may be made more than 12 months after the date on which the fault or failure has actually been discovered; failure to make such a claim within 12 months period shall forever bar the claim.

Unless LOFFLER is bringing an action for Client's failure to make payments for Serviced not otherwise in dispute or LOFFLER terminates the Service Agreement, LOFFLER will continue to provide Services under this Agreement, and Client will continue to make payments to LOFFLER, in accordance with this Agreement, during the period in which the parties seek resolution of the dispute.

8.9 Independent Contractor Relationship: Each Party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, or agency relationship between the Parties for any purpose.

8.10 Non-Solicitation: Unless agreed to in writing between the Parties, during the term of this Agreement and for one (1) year following termination or expiration of this Agreement, neither Party nor any of its affiliates will, directly or indirectly, for their own account or on behalf of any other person or entity, whether as an officer, director, employee, partner, principal, joint venture, consultant, investor, shareholder, independent contractor, or otherwise, hire or employ, or attempt to hire or employ, in any fashion (whether as an employee, independent contractor, or otherwise), any employee or independent contractor of the other Party, or solicit or induce any of Party's employees, consultants, clients, vendors, suppliers, or independent contractors to terminate their relationship with Party. The prohibition against solicitation in this Section does not apply to a general solicitation for application for employment made through advertising (for example, in newspapers, trade magazines, or web sites) not involving a direct solicitation of a specific Person.

Client acknowledges that it would be difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event of a breach of this section, in addition to any other right either party may have at law or in equity, the breaching party shall make a one-time payment to the injured party in the amount of one-hundred percent (100%) of the affected employee's annualized average billable hours for a one year period. The average shall be calculated based upon the affected employee's gross receipts for the preceding three years or if employed for fewer than three years before, the total employment period. Both parties agree that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such employee. Payment shall be made within 30 days of written demand for payment. The injured party will be entitled to seek, in addition to all other remedies available to it, injunctive and equitable relief to prevent a breach of this section and to secure the enforcement of this section. Both parties further understand that temporary injunctive relief may be granted on a finding that either party is or may be violating this section immediately on the commencement of any enforcement action without notice to the breaching party, WHICH NOTICE BOTH PARTIES SPECIVICALLY WAIVE.

8.11 Entire Agreement: This Agreement and the attached and incorporated exhibits, if any, contain the entire Agreement of the Parties and there are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing. LOFFLER COMPANIES, INC. may amend or modify the terms of this Agreement at any time. Your continued access or use of the Services after the terms of this Agreement are revised constitutes your express consent to the modified Agreement. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THIS AGREEMENT, ANY CHANGES TO THIS AGREEMENT WILL APPLY IMMEDIATELY UPON POSTING TO THE LOFFLER COMPANIES, INC. WEBSITE. Although we are not obligated to provide you with notice of any changes, any changes to this Agreement will not apply retroactively to events that occurred prior to such changes. Notwithstanding the foregoing, no amendment, change, or extension to this Agreement is valid or binding, unless approved in writing by LOFFLER COMPANIES, INC.

8.12 State Law and Venue Determination: This Agreement shall be subject to and governed under the laws of the State of Minnesota. The Parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes shall be Hennepin County, Minnesota.

8.13 Severability: If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions shall remain valid and enforceable.

8.14 Survival: The provisions of Articles 5.2, 5.3, 5.4, 5.5, 6, 8.4, 8.6, and 8.10 shall survive termination hereof for any reason. The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.

End of Agreement

City of Wayzata
City Council Agenda Report

MEETING DATE: November 12, 2024	**AGENDA ITEM:** 7.k
TITLE: Approval of Loffler Statement of Work for IT Services for Administration, Public Works, and Municipal Liquor Operations	
PROPOSED MOTION: To Approve the Loffler Statement of Work for IT Services for Administration, Public Works and Municipal Liquor Operations	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager, Aurora Yager, Deputy City Manager	

ACTION REQUESTED:
Staff recommends approval of the Loffler Statement of Work for IT Services for Administration, Public Works, and Municipal Liquor Operations.

FINANCIAL OR BUDGET CONSIDERATION:
The services are proposed to cost $6,626/month and have already been planned for inclusion in the 2025 General Fund and Enterprise Fund budgets.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Achieve & Sustain Operational Excellence
The new statement of work would update and enhance the city's technology services in terms of responsiveness and cybersecurity.

BACKGROUND:
In 2024, staff and the Loffler team worked to separate the Police Department (PD) from the City's existing server & email systems, to better comply with BCA standards. Currently, all city departments, including PD, are covered under a single service agreement and service calls for outages (server issues, email issues) are prioritized by when the call is received, occasionally resulting in longer response time. By separating services into two agreements, Loffler would prioritize both the PD and the other city departments equally. The new agreement for Loffler services for Administration, Public Works and Municipal Liquor Operations would be effective beginning January 1, 2025.

Services included within the statement of work include the following:

- Support for all users (Windows OS, Servers, Office 365, Networking Equipment)
- IT Strategy and Budgeting Planning
- Anti-virus Protection
- Vulnerability Scans
- Email Threat Scanning
- Dark Web Monitoring
- Windows Security Updates
- Security Awareness Training
- End-User Training

A copy of the proposed Statement of Work for Administration, Public Works and Municipal Liquor Operations IT Managed Services along with the existing Master Services Agreement with Loffler is attached for reference.is attached for reference.

ATTACHMENTS:
1. Proposed Statement of Work - CH,PW,MUNI
2. Loffler Master Services Agreement

TECHNOLOGY TO POWER SUCCESS

Prepared for:

Wayzata, City of

Mike Kelly
mike@wayzata.org

Quote # 007847
Version 2

Keys to Success

COMMUNICATION

Recurring service reviews

Named primary contact

Clear expectations

SERVICE ALIGNMENT

Employee productivity

Proactive maintenance

Response & resolution

TRANSPARENCY

Shared service portal

Shared documentation

Shared reporting

TECHNOLOGY

Consistent product stack

High availability configurations

Vendor support

World Class Customer Service

The Loffler IT Managed Services team sends a follow-up customer feedback survey for each end-user created ticket. The survey results assist in calculating our Net Promoter Score (NPS). NPS is a tool used to gauge customer loyalty on a scale of -100 to +100. A score of +50 is considered excellent. A score of +70 is considered World Class, in the company of Apple and Nordstrom.

The Loffler ITSG Managed Service team's NPS is 91!

- Unlimited Remote Support
- 24x7 Endpoint Detect & Respond with NextGen A/V

PROACTIVE SUPPORT

- Critical Alert Triage
- Endpoint Security Audits

HELPING YOU SUCCEED REVIEW

- IT Strategy & Budget Roadmap
- Service Ticket History

PROACTIVE SECURITY

- Public IP Vulnerability Scan
- Microsoft Security Score Review
- Firewall Configuration Review
- Dark Web Monitoring
- Security Awareness Training
- Inventory Reporting

FIRST CALL SUPPORT FOR ALL USERS

- Windows & MacOS
- Servers (On-Prem & Cloud)
- Networking Equipment
- Azure, Office 365 & M365
- Vendor Triage

MONITORING & UPDATES

- Windows Security Updates
- Third-Party App Security Updates
- Endpoint Anti-Virus
- Server & Network Monitoring
- Secured Remote Support Tools

PRODUCTIVITY

- Backup for Office 365
- Email Threat Scanning
- Cloud Managed Print
- Operation Clean Sweep
- End-User Training

RECOMMENDED ADD-ONS

Multi-Factor Authentication [MFA]

Centralized Endpoint Management

Air-Gapped & Encrypted Server Backups

Enabled Logging for Systems, Software & Perimeter Devices

Incident Response Planning

LOFFLER TECHNOLOGY TO POWER SUCCESS

Statement of Work

This Statement of Work (hereinafter called the “SOW”) is issued pursuant to Loffler’s IT Solutions Group Master Services Agreement (the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof.

This SOW, effective as of 10/18/2024 (hereinafter called the “Date”), is entered into by and between *Loffler Companies* and *Wayzata, City of* (hereinafter called the “Client”), and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

LofflerVision - IT Managed Services

Recurring services included within this SOW will be invoiced monthly, reflective of the actual service commencement date (which may differ from the date requested below). After the initial three (3) Years commitment is fulfilled, this SOW will automatically renew on an annual basis unless one party notifies the other party of its desire to terminate this SOW by providing written notice of termination no less than thirty (30) days prior to the end of the then-current term.

Requested Service Start Date: 01/01/2025

Recurring Service fees will be determined by the services and unit prices listed below. Each invoice will be based on the number of units necessary to provide the service. Units may be devices, users, or consumption based, depending on the service. Loffler reserves the right to calculate and update unit count for each billing cycle. When unit counts are changed mid-cycle, pro-rated fees will be included where applicable. The initial invoice may differ from the estimated fee listed below based on details collected during on-boarding. On each anniversary of the actual service commencement date, a cost increase of 4.91% will be applied to these line items.

Additional Devices will be discounted for the first year. The discounted price will be $55/device/month for a total of $965/month

Description	Recurring	Qty	Ext. Recurring
Device Count = Office locations + Servers + Workstations 2 Office Locations (Networks) 3 Servers 55 Desktops & Laptops ----- 60 Total Devices			
Secure 2 (Includes the first 25 devices)	$2,200.00	1	$2,200.00
Secure 2 (additional devices)	$85.00	35	$2,975.00

Monthly Subtotal: **$5,175.00**

LofflerVision - Addons

Description	Recurring	Qty	Ext. Recurring
Business Continuity Services (S5-6, 6 TB, 1-year retention) Existing Datto stays in place at the current cost.	$1,451.00	1	$1,451.00

Monthly Subtotal: **$1,451.00**

Exhibits

By accepting this SOW, you agree to accept all service definitions, as well as vendor terms and conditions defined in the Exhibit URLs below. Deliverables defined within the Exhibits apply to this SOW when there is an associated line-item that has been invoiced with quantities greater than zero (0) for the month in question. Loffler services performed outside the scope of this SOW are considered outside the scope of this agreement and subject to additional costs.

https://www.loffler.com/agreements/itsg/managed-services

Onboarding

Description
Onboarding fee waived for existing client.

LOFFLER TECHNOLOGY TO POWER SUCCESS

IT Managed Services - Secure 2 True Up

Prepared by:

Loffler Companies Inc

Jeff Gullickson
952-925-6800
Fax 952-925-6820
jgullickson@loffler.com

Prepared for:

Wayzata, City of

600 Rice St E
Wayzata, MN 55391-1799
Mike Kelly
(952) 404-5316
mike@wayzata.org

Quote Information:

Quote #: 007847

Version: 2
Delivery Date: 10/18/2024
Expiration Date: 11/15/2024

Monthly Recurring Summary

Description	Amount
LofflerVision - IT Managed Services	$5,175.00
LofflerVision - Addons	$1,451.00
Monthly Total:	**$6,626.00**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL PREP, INSTALL, DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. - ALL RETURNS MUST BE APPROVED BY LOFFLER COMPANIES - MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING MAY APPLY. PARTIAL BILLING MAY APPLY FOR PRODUCTS AND SERVICES. - FOR ALL RACKS, SANS AND OTHER SPECIAL SHIPMENTS, THE FREIGHT COSTS WILL BE BILLED TO THE END USER AS QUOTED OR AT ACTUAL COST INCURRED - THIS DOCUMENT IS CONFIDENTIAL AND SHOULD NOT BE DISCLOSED TO ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OF LOFFLER COMPANIES, INC. ALL CREDIT CARD PAYMENTS ARE CHARGED A 3% PROCESSING FEE.
Sales Tax to be calculated on invoice

Loffler Companies Inc		Wayzata, City of	
Signature:	Nick Johnson	Signature:	
Name:	Nick Johnson	Name:	
Title:	Practice Manager - IT Professional Services	Title:	
Date:	10/18/2024	Date:	

Standard Labor Rates

Resource Level	**Regular Rate** Monday through Friday during business hours	**After Hours Rate** Monday through Friday outside of business hours and on weekends (planned and scheduled activities, including projects, upgrades and maintenance)	**Emergency/Holiday Rate** All days of the week and all hours of the day. A customer may request emergency service any time. (emergencies and Loffler observed national holidays)
Engineer	$195.00	$292.50	$390.00
Senior Engineer	$235.00	$352.50	$470.00
Network Architect	$275.00	$412.50	$550.00
Business IT Consultant	$250.00	$375.00	$500.00
Senior Consultant	$295.00	$442.50	$590.00
Voice Engineer	$175.00	$265.50	$350.00
Project Manager	$155.00	$232.50	$310.00
Trainer	$145.00	$217.50	$290.00
Project Coordinator	$110.00	$165.00	$220.00

Labor rates listed above do not include applicable taxes. The start and end times for regular and after-hours rates will be adjusted relative to the local time zone if the work is performed onsite by our resources while physically within that time zone. A two-hour minimum applies to After Hours and Emergency/Holiday Rates.

Labor rates listed above are provided for reference and reflect Loffler's standard rates at the time of SOW creation. They are not guaranteed as part of this SOW and are subject to change at any time.

Regular Hours
Regular support hours are Monday through Friday from 7:00 am to 6:00 pm
Regular project hours are Monday through Friday from 8:00 am to 5:00 pm

Loffler Observed National Holidays:

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Thanksgiving Day Floater (The Friday after Thanksgiving)
- Christmas Day (December 25)

A holiday that falls on a Saturday will be observed on the preceding Friday. A holiday that falls on a Sunday will be observed the following Monday.

Travel Charges

Note: Travel charges apply unless referencing SOW overrides these default policies

Metro Area

Metro Area *(Hennepin, Anoka, Ramsey, Washington, Dakota, Scott, Carver)*

Metro Area Travel to Client:	30-Minutes Billable Time
Metro Area Travel from Client:	Non-Billable

Anything outside the Twin Cities 7 County Metro Area

Outside Metro Area Travel to Client:	Actual Time Billable
Outside Metro Area Travel from Client:	Actual Time Billable

LOFFLER

MANAGED SERVICE AGREEMENT

This Managed Service Agreement ("Agreement") is entered into as of the last date of signature to a Statement of Work to this Agreement (the "Effective Date") by and between LOFFLER COMPANIES, INC., (**"LOFFLER COMPANIES, INC."**), a Minnesota Corporation with its principal place of business at 3745 Louisiana Ave S, St. Louis Park MN 55426, and the party which has executed an Statement of Work subject to the terms and conditions of this Agreement ("Client"). LOFFLER COMPANIES, INC. and Client may be collectively referred to herein as the "Parties" and each may be referred to individually as a "Party."

SECTION 1 DEFINITIONS

1.1 Affiliates: With respect to any Party, any other Person that directly or indirectly through one or more intermediary's controls, is controlled by, or is under common control with such Party.

1.2 Agreement: This Agreement and the Attachments hereto, that are hereafter executed and delivered by Client and accepted by LOFFLER COMPANIES, INC. and all schedules, supplements, amendments, agenda, proposals or exhibits expressly incorporated therein, in each case as amended or modified from time to time in accordance with the terms hereof.

1.3 Attachments:
Statement of Work: A statement of work which shall set forth the Services, applicable fees, Service Term, and any other information as may be required by LOFFLER COMPANIES, INC.

Service Level Agreement: A service level agreement, which identifies the service performance levels that will be provided, and the metrics or performance indicators by which such service performance levels are measured. LOFFLER COMPANIES, INC.'s service level agreement may be found at www.loffler.com or upon request attached hereto.

1.4 Client Equipment: Any equipment owned or leased by Client (other than equipment, if any, leased by Client from LOFFLER COMPANIES, INC.), including any such equipment which is located in the Facilities and such equipment which is located at Client Premises or other locations leased by Client, including but not limited to Cloud or Hosted environments, which is being used for communications, internet access, client server applications and general business computing.

1.5 Client Data: All data and other information contained on Client Equipment or data stored or processed in Cloud or Hosted environments, and all data and other information delivered by Client to LOFFLER COMPANIES, INC. for storage and/or processing at or on the Facilities.

1.6 Client Premises: The location or locations occupied by Client or its end users to which a Service is delivered or for which a Service is provided.

1.7 Confidential Information: any written, electronic, or oral information furnished or disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") during the term of this Agreement that is identified as or would be understood by a reasonable person to be, confidential or proprietary. Confidential Information shall include, but is not limited to: financial information; business strategies; proprietary methods and data; trade secrets; client lists and information; pricing and business data; technical information; inventions (whether patentable or not); data tables; computer program narratives; flow charts; source and object codes; computer software; computer documentation; software listings; copyrights; patents and patentable developments; operating procedures; business plans and models; prospects; and other confidential and/or proprietary matters of any nature and regardless of the format in which it is presented, maintained or transmitted. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) becomes available to the public after disclosure by the Disclosing Party, other than by a breach of this Agreement by Receiving Party; (ii) was available to the public at the time the Disclosing Party discloses its Confidential Information to Receiving Party; (iii) was already known to the Receiving Party, as evidenced by sufficient written documentation, prior to the time the Disclosing Party discloses the Confidential Information to Receiving Party;
(iv) is or has become available to Receiving Party without restriction from another source that does not violate any obligation to Disclosing Party; (v) is independently developed by Receiving Party by persons having no

access to Disclosing Party's Confidential Information, as evidenced by written documentation; (vi) is disclosed after two (2) years from expiration of the Agreement (unless such information is required to be kept confidential by law); or (vii) is disclosed pursuant to the provisions of a court order.

1.8 Resource: An employee, engineer, technician, or specific skilled person who is assigned to perform specific Services for Client as set forth in a Statement of Work.

1.9 Deliverable: Any new materials and any modifications or enhancements to such materials directly prepared specifically for Client and specifically identified by the Parties as intended to constitute a Deliverable on the applicable Statement of Work.

1.10 Destructive Elements. Any materials, equipment or data (a) intentionally designed to disrupt, disable, harm or otherwise impede in any manner the operation of any materials, equipment or Client Data (e.g., "viruses" or "worms"), (b) that would disable any materials, equipment or Client Data, or impair in any way their operation (e.g., "time bombs", "time locks" or "drop dead" devices) or (c) which contains any other harmful, malicious or hidden procedures, routines or mechanisms which would cause any materials, equipment or Client Data, to cease functioning or to damage or corrupt storage media, communications, or otherwise interfere with Client's operations.

1.11 Facilities: Property and other personal property, owned, leased, or operated by LOFFLER COMPANIES, INC., including buildings and other real property used by LOFFLER COMPANIES, INC. to deliver Service and/or for the purpose of locating and co-locating communications equipment.

1.12 Intellectual Property: Any and all completed or in-progress patentable or non-patentable inventions, original works of authorship, discoveries, ideas, technology, computer programs, application programming interfaces, formulas, algorithms, systems (and all source code and object code related to any of the foregoing), techniques, know-how, data, writings, compositions, content, literary properties, documents, designs, illustrations, processes, procedures, protocols, service marks, trade secrets, copyrights, patents, and all other items, materials or works (and all improvements, modifications, enhancements, derivatives and intellectual property rights related to any of the foregoing) of each Party. For the avoidance of doubt, Deliverables shall be the Intellectual Property of LOFFLER COMPANIES, INC.

1.13 Person: Any natural person, sole proprietorship, partnership, joint venture, corporation, trust, limited liability company, or other entity.

1.14 Personal Information: Any Social Security Numbers, driver's license numbers, or state-issued identification card numbers, financial account numbers, credit, or debit card numbers, with or without any required security code, access code, personal information number or password, that would permit access to the person's financial account and any other information of a personal nature the confidentiality of which is protected by federal or applicable state law.

1.15 Service(s): Any service (including the availability and use of Facilities) offered by LOFFLER COMPANIES, INC. and identified in any Statement of Work, which may include supplying hosting, monitoring, outsourcing, equipment leasing, or data communications and related products or services.

1.16 Service Commencement Date: The Service Commencement Date is the date that any Service is fully operational.

1.17 Service Term: Subject to Section 4 of this Agreement (Termination), the duration of time (measured starting on the Service Commencement Date) for which LOFFLER COMPANIES, INC. shall provide the Services set forth in Statement of Work to Client. Unless otherwise specified, the Service Term shall automatically renew for a like term, under the same terms and conditions contained in this Agreement, at LOFFLER COMPANIES, INC.'s then current prices and rates, unless either Party terminates the Agreement as permitted herein.

1.18 Usage Based Services: Prices billed for a service or item based on Client's consumption or usage, rather than a fixed price for a specified service, item, or period-of-time.

SECTION 2 DELIVERY OF SERVICES

2.1 Acceptance by LOFFLER COMPANIES, INC.: Upon execution by both Parties of this Agreement, including a Statement of Work, LOFFLER COMPANIES, INC. will provide a tentative delivery date for the requested Service(s). LOFFLER COMPANIES, INC. will initiate delivery of the ordered Service(s), upon Client's compliance with the terms established for delivery of the Service(s) and Client's provision of all required information and any required pre-payments. LOFFLER COMPANIES, INC. shall use its reasonable efforts to comply with said delivery date; provided however, LOFFLER COMPANIES, INC. shall not be liable if said delivery date is not met, except where any such failure to meet the delivery date results from the gross negligence, or the willful acts or omissions of LOFFLER COMPANIES, INC.

2.2 Credit Approval and Deposits: If applicable, Client will provide LOFFLER COMPANIES, INC. with information as requested, including but not limited to credit information and references from vendors. LOFFLER COMPANIES, INC.'s delivery of Services is subject to LOFFLER COMPANIES, INC.'s review and approval of such information. LOFFLER COMPANIES, INC. may require Client to pay a deposit before commencement of Services.

2.3 LOFFLER COMPANIES, INC. Facilities: Except as otherwise agreed in writing by LOFFLER COMPANIES, INC., LOFFLER COMPANIES, INC. owns and shall own all rights, title, and interest to all Facilities (but not Client Data and Client Equipment). LOFFLER COMPANIES, INC. will provide and maintain the Facilities in good working order subject to the terms of this Agreement. Client shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with or access (except to the extent authorized under this Agreement) any Facilities, without the prior written consent of LOFFLER COMPANIES, INC., which consent may be withheld by LOFFLER COMPANIES, INC. in its sole discretion. Client shall not take any action that may result in the imposition of any lien or impediment on the Facilities. In no event will LOFFLER COMPANIES, INC. be liable to Client or any other Person or entity for interruption of Service or for any other loss, expense, cost, or damage caused or related to improper use or maintenance of the Facilities by Client or third parties provided access to the Facilities by Client in violation of these terms. Client shall indemnify and reimburse LOFFLER COMPANIES, INC. for any direct or indirect damages, losses, or claims (including reasonable attorney's fees) incurred as a result of the improper use, access, or maintenance of the Facilities by Client or third parties provided access to the Facilities by Client.

2.4 Client-Provided Equipment for Co-Location Services: If applicable and as set forth in Statement of Work, to the extent the Services include co-location services, LOFFLER COMPANIES, INC. may install at the Facilities with Client's prior written consent certain Client Equipment ("Client Furnished Equipment"). Upon installation of Service, LOFFLER COMPANIES, INC. will not be responsible for the operation or maintenance of any Client Furnished Equipment, unless Client specifically contracts in writing for such Services in accordance with a Statement of Work and subject to the limitations contained herein. Client represents, warrants, and covenants that it has all right to any Client Furnished Equipment. LOFFLER COMPANIES, INC. acknowledges and agrees that, as between the Parties, Client retains all right, title, and interest in and to all Client Furnished Equipment. Except as provided for herein, LOFFLER COMPANIES, INC. shall not place any liens or impediments on the Client Furnished Equipment. LOFFLER COMPANIES, INC. shall not permit any Person or entity to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Client Furnished Equipment, without the prior written consent of Client, which consent may be withheld by Client in its sole discretion. In no event will Client be liable to LOFFLER COMPANIES, INC. for any other loss, cost, or damage caused or related to improper use or maintenance of the Client Equipment by LOFFLER COMPANIES, INC. or third parties provided access to the Client Equipment in violation of these terms. The Parties agree and acknowledge that, in the event of default by Client in the payment of any sum due from Client to LOFFLER COMPANIES, INC. under the terms of this Agreement, LOFFLER COMPANIES, INC. shall have the right to place a lien upon all Client Furnished Equipment that is placed in, or become a part of, the Facilities as security for amounts due hereunder. Client grants to LOFFLER COMPANIES, INC. a security interest in all Client Furnished Equipment for purposes of this contractual lien. In the event of a default by Client under the terms of this Agreement, LOFFLER COMPANIES, INC. may take possession of all of Client Furnished Equipment and sell it at public or private sale after giving Client reasonable notice of the time and place of any public sale or of the time after that any private sale is to be made, for cash or on credit, for such prices and terms as LOFFLER COMPANIES, INC. deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any amount due or to become due under this Agreement, with the balance, if any, to be paid to Client. LOFFLER COMPANIES, INC. shall have the right to file a UCC-1 Financing Statement to perfect such lien.

2.5 Due Diligence: If applicable to the Services outlined in Statement of Work, LOFFLER COMPANIES, INC. may perform discovery on all Client systems and infrastructure to ensure thorough understanding of Client's entire network and established connections to outside entities. The functions necessary to complete the scope of the due diligence will be mutually agreed upon by the Parties. Client will ensure that all of its software and hardware is current and supported by the manufacturer.

2.6 Transition Services: As applicable to the Services outlined in Statement of Work, LOFFLER COMPANIES, INC. may perform all services, functions, and responsibilities necessary to accomplish the transition of operations and functions comprising the scope of any transition plan agreed upon by the Parties.

2.6.1 Transition-In Services. LOFFLER COMPANIES, INC. shall perform services to facilitate Client's transition of service providers to LOFFLER COMPANIES, INC. in accordance with a transition plan. Such services shall be delivered upon completion of due diligence, shall be performed in such a manner as not to unreasonably disrupt or cause any unnecessary adverse impact to Client's business or operations, except to the extent that LOFFLER COMPANIES, INC. has provided Client with reasonable advance notice of such impact and Client has agreed in writing that such impact is acceptable.

2.6.2 Transition-Out Services. Upon termination of this Agreement or any Statement of Work, Client may request that LOFFLER COMPANIES, INC. provide transition services to a new Client IT provider. In such event, Client and LOFFLER COMPANIES, INC. will provide a Statement of Work governing the Transition-Out Services. LOFFLER Companies, INC. and Client will mutually agree upon a transition plan setting forth LOFFLER COMPANIES, INC.'s obligations with respect to such transition services. LOFFLER COMPANIES, INC. will invoice fees associated with any transition services on a time and materials basis. Such fees shall be set forth on a mutually agreed-upon transition plan.

2.7 Services outside the Scope of the Agreement: Prior written agreement of the Parties is required for any performance of Services by LOFFLER COMPANIES, INC. outside the scope of the applicable Statement of Work. LOFFLER COMPANIES, INC. will issue a modification to the applicable Statement of Work to incorporate changes to the scope of Services and related fee changes.

SECTION 3 BILLING AND PAYMENT

3.1 Except as otherwise set forth in the Agreement, LOFFLER COMPANIES, INC. shall deliver and/or perform the Service(s) for the duration of the Service Term and Client shall pay all charges for delivery and/or performance thereof as set forth herein and in Statement of Work.

3.2 Commencement of Billing: With the exception of orders for hardware and software as set forth in Section 3.2(b) below, LOFFLER COMPANIES, INC. will notify Client via email upon installation and testing, if applicable, of the Services ordered in any Statement of Work. Client will have five (5) business days to provide written notification via email, to the LOFFLER COMPANIES, INC. Practice Manager and/or Sales Representative set forth in the applicable Statement of Work, detailing Service(s) that are not installed and functioning in accordance with the applicable Statement of Work. Following the delivery to LOFFLER COMPANIES, INC. Practice Manager of such notification, LOFFLER COMPANIES, INC. will work with Client to resolve the outstanding issues.

a) LOFFLER COMPANIES, INC. shall commence billing upon installation of the Services regardless of whether Client has procured services from third-party vendors (i.e., equipment suppliers, software developers, telecommunication carriers, etc.) required to operate the Service and regardless of whether Client is otherwise prepared to accept delivery of ordered Service.

b) For hardware and software orders, Client will be invoiced upon Client's written approval of such hardware and software orders.

3.3 Usage Based Services. LOFFLER COMPANIES, INC. will bill Client for Usage Based Services based on Client's usage at the rates set forth in the applicable Statement of Work. If Client has elected a month-to-month Service Term, it may increase or decrease the Usage Based Services by any amount. If Client has committed to a longer

Service Term (any number of months above a month-to-month contract), it can increase usage by any amount and can reduce usage by an amount.

3.4 Pre-Payment: LOFFLER COMPANIES, INC. shall reserve the right to require pre-payment subject to the terms of the applicable Statement of Work, prior to installation of Services, Client shall pay the sum of the total Non-Recurring Charges ("NRC(s)") specified in the applicable Statement of Work. Client shall pay the invoice for any NRCs in accordance with the payment terms of this Agreement.

3.5 Invoicing: Unless specifically outlined in the Statement of Work, Monthly Recurring Charges ("MRC(s)") will be invoiced on the 1st day of each month for that same month of service. LOFFLER COMPANIES, INC. will bill Usage Based Services in arrears as determined by LOFFLER COMPANIES, INC.'s monitoring systems or as otherwise provided by the Statement of Work. For partial months of Service, except for Usage Based Services, MRCs shall be prorated based on a calendar month unless otherwise agreed.

a) Payment of Invoices: Client will pay any amounts due within ten (10) days of Client receipt of an invoice. Any past due amounts under any invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of a late payment, LOFFLER COMPANIES, INC. may suspend Services hereunder as provided in Section 4.1. In the event LOFFLER COMPANIES, INC. is unable to deliver Service as a result of a Force Majeure event, Client shall not be obligated to pay LOFFLER COMPANIES, INC. for the affected Service for so long as LOFFLER COMPANIES, INC. is unable to deliver such Service. Credit Card payments are accepted for all invoices. Credit Card payments will be subject to a credit card processing fee of 3% per transaction and will be calculated by Accounts Receivable prior to the payment being processed.

b) Travel: LOFFLER COMPANIES, INC. may be required to travel to Client's location to render Services. Client will reimburse LOFFLER COMPANIES, INC. for all reasonable, allowable, allocable, and pre-approved travel expenses and transportation allowances for any LOFFLER COMPANIES, INC. personnel or subcontractors traveling in connection with the performance of its obligations in accordance with applicable rates set forth by the United States General Services Administration, currently available at http://www.gsa.gov/portal/category/100120. Allowable expenses will include hotel (based on per diem), transportation (economy airfare, taxi, shuttle to and from airports, bus, POV, etc.), M&IE (meals and incidentals based on per diem), and miscellaneous expenses as appropriate (taxes, gratuities as appropriate and business expenses of the SOW).

3.6 Additional Fees: LOFFLER COMPANIES, INC. shall have the right to recover from Client the amount of any fees or charges assessed by third party vendors engaged by LOFFLER COMPANIES, INC. to provide the Services as set forth in the Statement of Work. Such fees or charges shall be invoiced to Client in the form of a surcharge included on Client's invoice.

3.7 Taxes: Client shall pay all federal, state, local taxes, telecommunication taxes, universal fund fees, charges, surcharges, or similar fees imposed on the Services and/or products that are the subject of the Agreement. Client shall provide LOFFLER COMPANIES, INC. any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Agreement. To the extent such documentation is held invalid for any reason, Client shall reimburse LOFFLER COMPANIES, INC. for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation. Client hereby waives any claims it may have regarding LOFFLER COMPANIES, INC.'s collection or remittance of such fees, taxes, and surcharges; provided that LOFFLER COMPANIES, INC. shall refund Client for any such fees, taxes, and surcharges collected that are later determined to not be payable.

3.8 Regulatory and Legal Changes: In the event of any change in applicable law, regulation, decision, rule, or order that increases the costs or other terms of delivery of Services, LOFFLER COMPANIES, INC. may increase the fees charged to Client, provided, however, that any such increase in cost to LOFFLER COMPANIES, INC. will be a pass-through expense that will be charged to Client and same shall reflect the pro-rata portion of such increase attributable to Services to Client relative to all LOFFLER COMPANIES, INC.'s clients.

3.9 Disputed Invoices: If Client disputes any portion of a LOFFLER COMPANIES, INC. invoice, Client must pay the undisputed portion of the invoice in accordance with the terms and conditions of this Agreement and the applicable Statement of Work and submit a written claim with associated reasons to LOFFLER COMPANIES, INC.'s accounts receivable department with a copy to ar@loffler.com, for the disputed amount. All claims must be submitted to LOFFLER COMPANIES, INC. within thirty (30) business days from the invoice date for those Services. Client waives the right to dispute any charges not disputed within the time frame set forth above. In the event that the dispute is resolved against Client in accordance with the procedures hereunder, Client shall pay such amounts plus interest at the rate referenced above.

3.10 Termination Charges: In the event that, prior to the end of the Service Term, Client terminates the Agreement or any Statement of Work pursuant to Section 4.2 below, Client shall pay termination charges in accordance with Section 4 of this Agreement.

3.11 Fraudulent Use of Client Related Services by Client Personnel: Client is responsible for all charges incurred for Services by Client personnel, even if incurred as the result of fraudulent or unauthorized use of Services by such personnel.

3.12 Price Changes: Fees shall be set forth in the applicable Statement of Work and are subject to change upon thirty, (30) days' prior written notice to Client. Fees are subject to change annually based on current market conditions.

SECTION 4 TERM; TERMINATION

4.1 Term: The Agreement shall commence upon the Effective Date and shall remain in effect until terminated as set forth herein.

4.2 Termination for Convenience: Either Party may terminate the Agreement or any Statement of Work upon ninety (90) days' prior written notice to the other Party. Upon such notification, LOFFLER COMPANIES, INC. shall issue a final monthly invoice to Client no later than thirty (30) days prior to termination of the Agreement or Statement of Work and shall be due upon receipt by Client. Upon the effective date of termination, any remaining MRCs, NRCs, third party, or time and materials, etc. charges will be invoiced and due upon receipt.

In the event that, prior to the end of the Service Term, Client terminates the Agreement or any Statement of Work pursuant to this Section 4.2, unless otherwise stated separately in writing and mutually agreed upon, Client shall pay a termination charge equal to:

Termination Charge
75% of the Remaining Contract Balance*

* The "Remaining Contract Balance" shall be defined as a total of the MRCs, and any other unpaid fees multiplied by the number of months remaining in the applicable Service Term.

In addition, Client shall pay a termination charge which equals the costs incurred on behalf of Client by LOFFLER COMPANIES, INC. for any service or product not covered by the then in-effect Statement of Work or Service Level Agreement. A mutually agreed upon transition-out Statement of Work is required for all offboarding activities.

4.3 Termination for Default:

4.3.1 Either Party may, upon thirty (30) days' prior written notice terminate the Agreement, and in the case of Client, without incurring a termination charge, for default by the other Party in any of the following circumstances:

a) The other Party admits in writing its inability to pay its debts as they come due;
b) The other Party admits in writing its inability to perform its duties under this Agreement;
c) The other Party seeks protection from its creditors under the bankruptcy laws, if a trustee or receiver is appointed over its assets, or if an involuntary petition in bankruptcy is filed but not removed within sixty (60) days;
d) The other Party materially breaches a provision of the contract and fails to cure such breach

within thirty (30) business days of receipt of written notice from the terminating Party demanding such cure.

e) The other Party violates any law, rule, regulation or policy of any governmental authority related to Services and which violation (i) was not caused in whole or in part by the terminating Party and (ii) could reasonably be expected to expose the terminating Party to liability for such violation (provided, however, that if the non-terminating Party is able to cure the effects of such violation within ten (10) business days of becoming aware of such violation, the terminating Party may not terminate the Agreement, or in the case of LOFFLER COMPANIES, INC., discontinue any Services);

f) The other Party makes a material misrepresentation in connection with the Agreement or the delivery of Services (provided, however, that if the non-terminating Party is able to cure such misrepresentation within thirty (30) business days of becoming aware of such misrepresentation, the terminating Party may not terminate this Agreement or in the case of LOFFLER COMPANIES, INC., discontinue any Services); or

(g) A court or other governmental authority prohibits LOFFLER COMPANIES, INC. from furnishing any Service under the Agreement.

4.3.2 LOFFLER COMPANIES, INC. may terminate the Agreement prior to the end of the Service Term as outlined on the applicable Statement of Work, without liability, by notifying Client of its election to terminate pursuant to this Section 4.3.2 and the effective date of such termination if invoice amounts, not including amounts being disputed under Section 3.9, have not been paid for more than sixty (60) days past invoice receipt date and remain unpaid as of the date on which such termination notice is delivered.

4.4 Effect of Termination. After receipt of a notice of termination, LOFFLER COMPANIES, INC. shall immediately stop work as specified in such notice and place no further orders for materials, services, or facilities. LOFFLER COMPANIES, INC. shall not retain any Client Data beyond the effective date of termination of the Agreement, except as permitted in this Agreement. All Client Equipment will be released upon payment in full of final invoice(s). Client agrees that it is responsible for all monthly recurring costs for any term remaining on any dedicated services or equipment procured by LOFFLER COMPANIES, INC. from a third party for the sole benefit of Client (e.g., MPLS or Internet circuit).

SECTION 5 LIABILITY, WARRANTIES, DISCLAIMERS

5.1 Service Interruptions and Delivery: LOFFLER COMPANIES, INC. provides specific remedies regarding installation of Services and availability of Services. In the event of a failure to deliver the Services, Client’s sole remedies shall be as set forth in this Section 5 and in Section 4. Client acknowledges that LOFFLER COMPANIES, INC. is relying on said limitation of remedies set forth in this Section 5 and Section 4 in agreeing to provide Services to Client.

5.2 Limitation on Damages: Notwithstanding any other provision hereof, neither Party shall be liable for any punitive, exemplary, special, indirect, incidental, or consequential damages arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the Parties have been advised of the possibility of such damages or loss.

5.3 Limitation of Liability: Client agrees that the sole remedies for the breach of any of the warranties contained in the Agreement shall be limited to the remedies expressly stated in this Agreement. THE TOTAL LIABILITY, IF ANY, OF LOFFLER COMPANIES, INC. (INCLUDING, AS APPLICABLE, ITS SUBSIDIARIES, PARENT AND SUBSIDIARIES OF ITS PARENT, ITS LICENSORS, EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, EQUITYHOLDERS, LENDERS AND AGENTS AND AFFILIATES THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION, LOSSES OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER (COLLECTIVELY, “CLAIMS”), SHALL BE LIMITED TO THE LESSER OF: (A) CLIENT'S DIRECT DAMAGES, ACTUALLY INCURRED, OR (B) THE TOTAL FEES PAID BY CLIENT TO LOFFLER COMPANIES, INC. IN THE MOST RECENT SIX (6) MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM.

5.4 Disclaimer: EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 5.4 and 5.6, LOFFLER COMPANIES, INC. DOES NOT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONNECTION WITH THIS AGREEMENT. LOFFLER COMPANIES, INC. SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LOFFLER COMPANIES, INC. DOES NOT WARRANT THAT NY SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE SERVICE(S) WILL BE CORRECTED.

5.5 LOFFLER COMPANIES, INC. represents and warrants that:

a) LOFFLER COMPANIES, INC. is duly licensed, authorized, and qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on LOFFLER COMPANIES, INC.'s ability to fulfill its obligations under or otherwise perform the Agreement;

b) There is no outstanding litigation, arbitrated matter, or other dispute to which LOFFLER COMPANIES, INC. is a party which, if decided unfavorably to LOFFLER COMPANIES, INC., and there are no outstanding judgments against LOFFLER COMPANIES, INC., would have a material adverse effect on LOFFLER COMPANIES, INC.'s ability to fulfill its obligations under or otherwise perform the Agreement;

c) LOFFLER COMPANIES, INC. is capable of providing, and possesses the resources, capacity, expertise, and ability necessary to provide, the Services in accordance with the Agreement and the Services shall be rendered with promptness and diligence and be executed in a professional manner;

d) Without limiting LOFFLER COMPANIES, INC.'s obligations under the Agreement, LOFFLER COMPANIES, INC. shall make commercially reasonable efforts to ensure that no Destructive Elements are coded or introduced into the Services or Deliverables by LOFFLER COMPANIES, INC. or LOFFLER COMPANIES, INC.'s agents and shall use commercially reasonable efforts to prevent from being coded or introduced into the Services, or Deliverables by any third party. If LOFFLER COMPANIES, INC. becomes aware that a Destructive Element has been introduced into the Services, or Deliverables, LOFFLER COMPANIES, INC. shall make reasonable efforts to mitigate the effects of the Destructive Element and, if the Destructive Element causes a loss of operational efficiency or loss of data, make reasonable efforts to mitigate and restore such losses. With respect to any Destructive Elements that may be part of Services, or Deliverables, LOFFLER COMPANIES, INC. shall not, nor permit any other third party to, invoke such Destructive Elements at any time, without Client's consent.

5.6 Security Procedures: Client agrees that its employees, agents, contractors, or representatives shall not knowingly attempt, in any way, to circumvent or otherwise interfere with any security precautions, procedural controls, or any of LOFFLER COMPANIES, INC.'s policies relating to the Services provided hereunder. Any such actions may cause a disruption in the provision of Service. Any disruption of Services which results from the violation of this Section shall be excluded from LOFFLER COMPANIES, INC.'s obligations under Service Level Agreement and Client will have no right to any remedy under the Service Level Agreement or otherwise with respect to such disruption; save and except where any such disruption of Services result from the negligence or willful acts or omissions of LOFFLER COMPANIES, INC. or a third party engaged by LOFFLER COMPANIES, INC..

5.6.1 LOFFLER COMPANIES, INC. will conduct routine scheduled maintenance of its data center and data center services, as are reasonably required to maintain the facilities and service. In the event a mission critical maintenance situation arises, LOFFLER COMPANIES, INC. may be required to perform emergency maintenance at any time. During these scheduled and emergency maintenance periods, Client Equipment may be unable to transmit and receive data and Client may be unable to access the Client Equipment. Client agrees to cooperate with LOFFLER COMPANIES, INC. during the scheduled and emergency maintenance periods. Unscheduled maintenance will not constitute an event of Default by LOFFLER COMPANIES, INC.

5.6.2 At times, actions or inactions caused by third parties ("Third Party Actions") (e.g., denial of service attacks) can produce situations in which Client's connections to the Internet (or portions thereof) or other portions of Client's Service may be impaired or disrupted. LOFFLER COMPANIES, INC. cannot guarantee that such situations will not occur and, accordingly, LOFFLER COMPANIES, INC. disclaims any and all liability resulting from or related to such events (other than as set forth in this Agreement). In the event that Client's use of the Services, interaction with the internet, or use of third parties is causing harm to or threatens to cause harm to the network or operations of LOFFLER COMPANIES, INC., or the operations of other LOFFLER COMPANIES, INC. clients, LOFFLER COMPANIES, INC. shall have the right to suspend upon 5 business days' written notice without liability Client's Services which may be the cause of the disruption or which may be adversely impacted by such conditions. LOFFLER COMPANIES, INC. shall restore Service at such time, as it reasonably deems, that there is no further harm or threat of harm to the LOFFLER COMPANIES, INC. network or its operations or the operations of other LOFFLER COMPANIES, INC. clients.

5.6.3 Upon notification of the existence of the abuse of the Resource which Loffler Companies deems credible, Client shall immediately take all necessary steps to avoid any further abuse of such Resource. Any continued abuse of any LOFFLER COMPANIES, INC. Resource that occurs after Client has received such notification shall be considered a material violation of this Agreement. LOFFLER COMPANIES, INC. reserves the right to suspend and/or terminate a Client's Service at any time for any material failure of Client or its users to comply with this Section 5.7, and such material failure is not cured within 10 business days of LOFFLER COMPANIES, INC.'s notification to Client of such material failure.

For the purpose of this section, Abuse as defined is including but not limited to; hostile work environment, acts of physical or psychological violence, all types of harassment, and intimidating behavior.

5.6.4 Client must use reasonable security precautions in its use of the Services, including encrypting any Personal Information transmitted via, or stored on, the Services and accepts all risks related thereof. Client releases LOFFLER COMPANIES, INC. for all related liability arising from its failure to meet the foregoing requirements with respect to its use of the Services. Client must install malware/endpoint protection on all servers, and if not, Client accepts all responsibility of potentially security vulnerabilities. LOFFLER COMPANIES, INC. shall not be liable if Client does not use reasonable security precautions to secure Personal Information. LOFFLER COMPANIES, INC. shall not be liable if it stores Personal Information on the Services. Client must immediately notify LOFFLER COMPANIES, INC. of any unauthorized use of Client account or any other breach of security involving the Services and cooperate in the investigation thereof.

SECTION 6 CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS, PUBLICITY, AND DATA PROTECTION

6.1 Confidentiality: All Confidential Information in whatever form shall remain the property of Disclosing Party. Nothing contained in this Agreement shall be construed to grant Receiving Party any license or other Intellectual Property rights in the Confidential Information, other than the limited right to use such Confidential Information for purposes stated in this Agreement.

6.2 Limitation on Disclosure: Receiving Party shall not disclose Confidential Information or permit it to be disclosed to anyone except those employees, agents or other representatives ("Representatives") who have a need to know the Confidential Information by virtue of being actually engaged in discussions, assessments, or activities in connection with this Agreement, and who have been notified of the confidential nature of the Confidential Information and have agreed to be bound maintain the confidentiality of such Confidential Information in accordance with the terms and conditions of this Agreement. Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives. Receiving Party shall obtain Disclosing Party's permission in writing prior to disclosing Confidential Information to any person or party other than its permitted Representatives. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information or portions thereof in the event the Receiving Party or its Representatives become legally compelled (by any legal or similar process) to disclose any of the Confidential Information. The Receiving Party shall give prompt, prior written notice of such requirement to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not sought or obtained, and Receiving Party is compelled to disclose or else face a charge of contempt of court or suffer other censure or penalty, Receiving Party may disclose only such Confidential Information which is subject to such legal compulsion, only to the party required by law, and only upon using reasonable efforts to obtain written assurances that confidential treatment will be accorded such Confidential Information.

6.3 Publicity: Unless expressly and mutually agreed upon by both parties, Neither Party hereto shall have the right to use the other Party's or its Affiliates' trademarks, service marks or trade names or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities.

6.4 Intellectual Property: All Intellectual Property of a Party is and will remain the exclusive property of such Party. Neither Party will have rights or interests in the other Party's Intellectual Property except as expressly provided for in this Agreement.

6.5 Deliverables: During the term of this Agreement, LOFFLER COMPANIES, INC. grants to Client a revocable, non-exclusive, non- assignable, limited right to use the Services and any Deliverables and the associated Documentation, solely for use by Client for the internal business purposes of Client.

6.6 Data Protection:

6.6.1 As between LOFFLER COMPANIES, INC. and Client, all Client Data is and shall remain the property of Client. Without the prior approval of Client, to be given or withheld in its sole discretion, Client Data shall not be (i) used by LOFFLER COMPANIES, INC. other than as required to provide the Services, (ii) disclosed, sold, assigned, leased, licensed, or otherwise provided or made available in any manner to third parties by or through LOFFLER COMPANIES, INC., or (iii) commercially or otherwise used or exploited in any form (including any derivative, individualized, anonymized, or aggregated form) by or on behalf of LOFFLER COMPANIES, INC.. Further, Client Data shall be the Confidential Information of Client.

6.6.2 To the extent Client Data includes Personal Information, LOFFLER COMPANIES, INC. shall maintain the confidentiality and security of such Personal Information as required by law.

6.6.3 LOFFLER COMPANIES, INC. will comply, and will cause its personnel to comply, with the terms of LOFFLER COMPANIES, INC.'s privacy policy to the extent related to the Services provided by LOFFLER COMPANIES, INC. Additionally, LOFFLER COMPANIES, INC. shall establish, implement, maintain, and comply with a comprehensive written information security program that includes administrative, technical and physical safeguards against the disclosure, access, destruction, loss, damage and alteration of Client Data in the possession or control of LOFFLER COMPANIES, INC. that shall be no less rigorous than the most stringent of (i) LOFFLER COMPANIES, INC.'s then current data security requirements for data of a similar nature, or (ii) any higher data security requirements required by law. Without limiting the immediately preceding sentence, LOFFLER COMPANIES, INC. shall use commercially reasonable efforts, including through systems security measures, to guard against the unauthorized disclosure, access, destruction, loss, damage, and alteration of Client Data.

6.7 Destruction and Return of Confidential Information: Upon termination of this Agreement or upon the request of the Disclosing Party, Receiving Party shall destroy or return to Disclosing Party any Confidential Information in physical or electronic form in its possession; provided that Receiving Party may maintain an archived file copy of a document or other item containing Confidential Information residing in its automatic backup systems, provided that all such copies shall remain subject to the obligations hereunder regarding confidentiality and use of Confidential Information for so long as they are retained.

SECTION 7 INSURANCE

7.1 Client is responsible for the repair and maintenance (except to the extent Services include repair and maintenance services) and insurance against loss of Client Equipment, including, as applicable, Client Furnished Equipment. LOFFLER COMPANIES, INC. shall not be liable for any loss of or impairment to the Services provided hereunder or damages to any Client Equipment due to a malfunction or defect in any Client Equipment; save and except where any such loss or impairment to the Services or damages result from the gross negligence or willful acts or omissions of LOFFLER COMPANIES, INC..

7.2 Certificate of Insurance: Upon request by Client, LOFFLER COMPANIES, INC. shall provide Client a certificate of insurance evidencing the coverage as outlined in Section 7.

7.3 Client Obligations: Without limiting any of LOFFLER COMPANIES, INC.'s obligations under this Section 7, Client shall procure and maintain Cyber Security Liability and Privacy Liability insurance coverage, with coverage for expenses associated with data breach, cyber-crime, cyber-security and the investigation, remediation, notification costs, credit monitoring, call center expenses, public relations expenses, fines, judgments, and legal costs (including defense costs) related thereto in amounts reasonable and appropriate for the size and nature of Client's business.

SECTION 8 GENERAL TERMS

8.1 Force Majeure: Neither Party hereto shall be liable, nor shall any remedy be extended, for any failure of performance or equipment due to causes beyond such Party's reasonable control including but not limited to acts of God, fire, acts or omissions of suppliers, flood or other catastrophe, any law, order, or regulations or request of any governmental entity, national emergency, terrorist activities, insurrections, riots, work stoppages or disruptive labor activities, global or natural disasters, plague, epidemic, pandemic, outbreaks of infectious disease, or other events beyond the reasonable control of a Party ("Force Majeure").

8.2 Assignment: Neither Party shall assign its rights and obligations under this Agreement without the express prior written consent of the other Party; provided that Parties may assign their rights and obligations under this Agreement and any attachments hereto, to an Affiliate without the consent of other Party and provided further, LOFFLER COMPANIES, INC. may assign its rights and obligations under this Agreement and any attachments hereto, in the event of a merger, reorganization, or to a purchaser of substantially all of its assets without the consent of Client. LOFFLER COMPANIES, INC. will not unreasonably withhold its consent to a proposed assignment provided that the assignee of Client agrees in writing to fully accept all the terms and conditions contained herein. Client shall remain liable for the payment of all charges due under each Statement of Work until a fully executed assignment is received from Client. Once all terms and conditions have been accepted by assignee and a fully executed assignment is received by LOFFLER COMPANIES, INC., Client will be released from all payment obligations hereunder.

8.3 Notices: All notices, request, demands, and other communications under this Agreement must be in writing and shall be provided via (i) personal delivery; (ii) certified U.S. mail; (iii) nationally recognized overnight courier; (iv) when delivered via electronic commerce (e.g., e-Mail), to the Parties or their permitted assigns at the addresses listed herein, or such other address as may be designated in writing by the Parties from time to time.

8.4 Indemnification for Intellectual Property Infringement: LOFFLER COMPANIES, INC., subject to the limitations of liability contained herein, will defend and indemnify Client against a third party claim that any LOFFLER COMPANIES, INC.-owned Services infringe a United States patent, copyright, trademark, trade secret or other United States intellectual property rights of a third party, provided that: (i) Client gives LOFFLER COMPANIES, INC. prompt written notice of any such claim of which it has knowledge; (ii) LOFFLER COMPANIES, INC. is given full control over the defense of such claim and all related settlement negotiations; and, (iii) Client provides LOFFLER COMPANIES, INC. with the assistance, information and authority necessary to perform LOFFLER COMPANIES, INC.'s obligations under this Section 8.5. Reasonable out-of-pocket expenses incurred by Client in providing such assistance will be reimbursed by LOFFLER COMPANIES, INC. If any such claim of infringement has occurred or in LOFFLER COMPANIES, INC.'s opinion is likely to occur, then LOFFLER COMPANIES, INC. may, at its option and expense: (i) use commercially reasonable efforts to procure for Client the right to use the infringing Services; (ii) replace or modify the infringing portion of the Services so that it is no longer subject to any infringement claim, or, (iii) if the foregoing, in LOFFLER COMPANIES, INC.'s reasonable determination, is not practicable, LOFFLER COMPANIES, INC. shall so notify Client of such determination and Client shall have the right to immediately terminate this Agreement. LOFFLER COMPANIES, INC. shall have no obligation under this

Section 8.5 to indemnify or defend Client against a lawsuit or claim of infringement to the extent any such claim or lawsuit results from: (i) other material which is combined with or incorporated into the Services; (ii) any substantial changes or alterations to the information provided as part of the Services by Client; (iii) any misuse or unauthorized use of the Services which, but for Client's misuse or unauthorized use of the Services, such claim would not have occurred; or, (iv) required compliance by LOFFLER COMPANIES, INC. with design documentation or specifications originating with, specified by or furnished by or on behalf of Client. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY OF LOFFLER COMPANIES, INC. AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO ANY PROCEEDINGS, CLAIMS, DEMANDS, LOSS, DAMAGE OR EXPENSES INCURRED BY CLIENT RELATING TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS RESULTING FROM THE SERVICES AND THIS AGREEMENT.

8.5 Application of Tariffs: LOFFLER COMPANIES, INC. may elect or be required to file with the appropriate regulatory agency tariffs respecting the delivery of certain Service. In the event that such tariffs are filed respecting Service ordered by Client, then (to the extent such provisions are not inconsistent with the terms of an Statement of Work) the terms set forth in the applicable tariff shall govern LOFFLER COMPANIES, INC.'s delivery of, and Client's consumption or use of, such Service.

8.6 No Waiver: No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s).

8.7 Contractors: Client acknowledges that certain installation, technical support, and consulting services may be provided by an unaffiliated third-party contractor ("Contractor") to LOFFLER COMPANIES, INC. Client hereby authorizes LOFFLER COMPANIES, INC. to provide Contractor with access to Client's location, equipment, and contact information necessary to provide such Services; provided that LOFFLER COMPANIES, INC. shall be liable for any damages caused by Contractor. All Contractors who have access to that information are required to sign a LOFFLER COMPANIES, INC. Confidentiality Agreement.

8.8 Dispute Resolution/Arbitration: Each of the parties shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement, any Service Agreement or Statement of Work hereunder within sixty days of the date any such dispute, difference, or claim arises. Failing such amicable settlement, any such dispute, difference, or claim including any claim related to the existence, validity, interpretation, performance, termination or breach of this Agreement, any Service Agreement or Statement of Work hereunder shall be resolved by Arbitration in accordance with the Rules and under the auspices of the American Arbitration Association ("AAA"). Neither party may seek or be awarded punitive damages as part of any arbitration. Each of the parties will bear its own expenses, but the parties shall share equally the expenses payable to the AAA to initiate and undergo arbitration. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration shall be held in LOCATION, or another location upon which the parties may agree. Notwithstanding the foregoing, (i) any arbitration involving claims by LOFFLER for Client's failure to pay for Services shall be heard by a single arbitrator under the Expedited Procedures of the AAA, and, (ii) claims for preliminary injunctive relief or other pre-judgment remedies may be brought in the courts of Minnesota on in the United States District Court for the District of Minnesota having jurisdiction over the subject matter and parties.

Except for claims for indemnification with respect to claims by third parties, no claims to be resolved may be made more than 12 months after the date on which the fault or failure has actually been discovered; failure to make such a claim within 12 months period shall forever bar the claim.

Unless LOFFLER is bringing an action for Client's failure to make payments for Serviced not otherwise in dispute or LOFFLER terminates the Service Agreement, LOFFLER will continue to provide Services under this Agreement, and Client will continue to make payments to LOFFLER, in accordance with this Agreement, during the period in which the parties seek resolution of the dispute.

8.9 Independent Contractor Relationship: Each Party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, or agency relationship between the Parties for any purpose.

8.10 Non-Solicitation: Unless agreed to in writing between the Parties, during the term of this Agreement and for one (1) year following termination or expiration of this Agreement, neither Party nor any of its affiliates will, directly or indirectly, for their own account or on behalf of any other person or entity, whether as an officer, director, employee, partner, principal, joint venture, consultant, investor, shareholder, independent contractor, or otherwise, hire or employ, or attempt to hire or employ, in any fashion (whether as an employee, independent contractor, or otherwise), any employee or independent contractor of the other Party, or solicit or induce any of Party's employees, consultants, clients, vendors, suppliers, or independent contractors to terminate their relationship with Party. The prohibition against solicitation in this Section does not apply to a general solicitation for application for employment made through advertising (for example, in newspapers, trade magazines, or web sites) not involving a direct solicitation of a specific Person.

Client acknowledges that it would be difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event of a breach of this section, in addition to any other right either party may have at law or in equity, the breaching party shall make a one-time payment to the injured party in the amount of one-hundred percent (100%) of the affected employee's annualized average billable hours for a one year period. The average shall be calculated based upon the affected employee's gross receipts for the preceding three years or if employed for fewer than three years before, the total employment period. Both parties agree that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such employee. Payment shall be made within 30 days of written demand for payment. The injured party will be entitled to seek, in addition to all other remedies available to it, injunctive and equitable relief to prevent a breach of this section and to secure the enforcement of this section. Both parties further understand that temporary injunctive relief may be granted on a finding that either party is or may be violating this section immediately on the commencement of any enforcement action without notice to the breaching party, WHICH NOTICE BOTH PARTIES SPECIVICALLY WAIVE.

8.11 Entire Agreement: This Agreement and the attached and incorporated exhibits, if any, contain the entire Agreement of the Parties and there are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing. LOFFLER COMPANIES, INC. may amend or modify the terms of this Agreement at any time. Your continued access or use of the Services after the terms of this Agreement are revised constitutes your express consent to the modified Agreement. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THIS AGREEMENT, ANY CHANGES TO THIS AGREEMENT WILL APPLY IMMEDIATELY UPON POSTING TO THE LOFFLER COMPANIES, INC. WEBSITE. Although we are not obligated to provide you with notice of any changes, any changes to this Agreement will not apply retroactively to events that occurred prior to such changes. Notwithstanding the foregoing, no amendment, change, or extension to this Agreement is valid or binding, unless approved in writing by LOFFLER COMPANIES, INC.

8.12 State Law and Venue Determination: This Agreement shall be subject to and governed under the laws of the State of Minnesota. The Parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes shall be Hennepin County, Minnesota.

8.13 Severability: If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions shall remain valid and enforceable.

8.14 Survival: The provisions of Articles 5.2, 5.3, 5.4, 5.5, 6, 8.4, 8.6, and 8.10 shall survive termination hereof for any reason. The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.

End of Agreement

City of Wayzata
City Council Agenda Report

MEETING DATE: November 12, 2024	**AGENDA ITEM:** 7.I
TITLE: Approval of the Second Reading and Adoption of Ordinance 843 Special Events	
PROPOSED MOTION: To Approve the Second Reading and Adopt Ordinance 843 Special Events	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: Not Applicable	

ACTION REQUESTED:
Staff recommends approval of the second reading and adoption of Ordinance 843 Special Events

FINANCIAL OR BUDGET CONSIDERATION:
In December, staff will propose updates to the Fee Schedule so that administrative costs are covered on the front end of an application. In addition, staff is proposing a per-ticket fee for non-charitable ticketed events held on public property that will offset both the administrative costs and the indirect cost of occupying public land that would otherwise be enjoyed by the community.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Diversify Revenue
A desired outcome from the Strategic Plan is to create new or expanded revenue sources to meet needs while minimizing the impact on residents. Assessing fee and fine structures for events was specifically identified as a strategic initiative.

Sustain Community Character & Safety
Adoption of a Special Event Ordinance was identified in the Strategic Plan to balance a thriving and active community for both its residents, businesses, and visitors.

BACKGROUND:
The First Reading of the Special Event Ordinance was discussed and approved at the October 22nd City Council Meeting by a 4-0 vote. A resolution with a special event matrix was also adopted at the meeting.

This Ordinance is intended to go into effect January 1, 2025. In December, the City Council will review a Special Event Policy as well as a Fee Schedule amendments to align fees with the new code.

ATTACHMENTS:
1. Ordinance 843

CITY OF WAYZATA

HENNEPIN COUNTY, MINNESOTA

ORDINANCE NO. 843

AN ORDINANCE AMENDING CHAPTER 514 OF CITY CODE TO REGULATE SPECIAL EVENTS

NOW THEREFORE, THE CITY OF WAYZATA ORDAINS:

Section 1. Amendments to Chapter 514. Chapter 514 of the Wayzata City Code (Shows, Exhibits and Races) is hereby amended and restated to read in its entirety as follows:

CHAPTER 514 – SPECIAL EVENTS

514.01 - Purpose.

The City of Wayzata encourages special events in the City that contribute to the character, vitality, health and welfare of the community. The purpose of this Chapter is to make special events in the City run as safely and smoothly as possible, and to balance the costs and other impacts of an event (such as street closures, amplified music, admission charges and retail, alcohol, and large numbers of people) with the benefits of the event to those participating and as well as all of the community of Wayzata.

541.02 - Definitions.

For the purpose of this Chapter, the following terms shall be defined as follows:

"**Air supported amusement structure**" means any device that incorporates a structural and mechanical system and employs a high-strength fabric or film that achieves its strength, shape, and stability by pre-tensioning with internal air pressure (inflation). It carries or conveys or permits persons to walk, run or jump along, around or over a fixed or restricted route or course or within a defined area including the entrances and exits thereto, for the purpose of enjoyment.

"**Commercial enterprise**" means a business that charges a fee for participation in activities operated by the business including fitness or other group activities.

"Community athletic events" means athletic events sponsored or organized by local youth athletic associations, community education entities, or other community groups.

"Downtown" means the downtown business district including Lake Street between Ferndale Road and Circle Drive E, public parking lots and ramps behind the buildings that front on Lake Street, and adjacent blocks.

"Fundraising event" means an event that charges a fee and donates a portion of its proceeds to charity.

"Home tour event" means real estate events during which residential properties are open to the general public for viewing for marketing, entertainment, or charitable purposes, or to showcase property features. Home tour events shall include the parade of homes, remodeler's showcase, luxury home tour or other similar events. Home tour events do not include an open house or showing of a single home or property.

“Level 1 Event” means a special event that is anticipated to have 20-99 participants and/or spectators.

“Level 2 Event” means a special event that is anticipated to have 100-499 participants and/or spectators.

“Level 3 Event” means a special event that is anticipated to have 500 or more participants and/or spectators.

“Parade” means any parade, march, ceremony, show, exhibition, pageant, or procession of any kind, or any similar display, in or upon any street, park, or other public place in the City.

“Private event” means an event that is being held exclusively on private property including, but not limited to graduation open houses, weddings and receptions, dinner parties and church events which will likely obstruct, delay, or interfere with the normal flow of pedestrian or vehicular traffic, or may significantly impact neighboring properties.

“Special event” means an event or happening organized by any person, group or organization which will generate or invite considerable public or private participation and/or spectators, for a particular and limited purpose and time, including, but not limited to: athletic events, private events, home tour events, boat shows, bicycle rides, business events on sidewalks or parking lots, carnivals, circuses, concerts, dances, fairs, farmer's markets, festivals, fireworks display, flea markets, parades, parties, reunions, runs, walks, and vehicle shows. Special events are categorized and regulated by levels, as specified in this Chapter, according to anticipated attendance and related impacts of the type of event.

For purposes of this Chapter, special events do not include events held entirely on private property that do not require parking on public streets and in the judgment of the City Manager are unlikely to obstruct, delay, or interfere with the normal flow of pedestrian or vehicular traffic, or significantly impact neighboring properties with levels of noise. City-sponsored events conducted pursuant to a contract between the City and the event organizer are also not special events for the purposes of this Chapter.

“Special event permit” means a permit for a particular special event issued pursuant to this Chapter.

“Ticketed event” means a special event that has a perimeter and requires a ticket to enter the event.

514.02 - Permit Required.

A. Permit Required for Special Events. No person shall organize, sponsor, assist, participate in, or conduct any special event unless a permit for such special event has been approved and issued by the City under this Chapter.

B. Exceptions. The following activities are exempt from the permit requirements of this Chapter:

(1) Funeral processions, provided they are conducted in conformance with the requirements of the Wayzata Police Department.

(2) Parades of the Armed Forces of the United States or the state of Minnesota.

(3) Special events attracting attendance of less than 20 people, provided such events do not (i) include ancillary equipment (such as air supported amusement structures, motorized vehicles, or other equipment that needs to be tethered to the ground or transported to and from the event site via a motorized vehicle, such as food trucks); (ii) require a permit from a local, state, or federal agency (including fire department and district); (iii) include the service of alcohol or cannabis product; (iv) have any significant impact to the flow of traffic in the judgment of the City Manager, (iv) use public space, or (iv) include the participation of a commercial enterprise.

514.03 - Fees.

A. All permit fees shall be in an amount to be determined from time to time by Resolution of the City Council.

B. Special events that require public safety or public works resources shall pay separate fees to the Wayzata Fire Department and/or Police Department, or Public Works Department, as determined by those departments.

C. Special events that require specialized equipment (such as barricades, lights, personalized signage, etc.) shall pay 100 percent of the staff and equipment costs, including any applicable rental fee.

514.04 - Application Review and Approval Procedures.

A. Application Review, Approval and Revocation. All permits issued under this Chapter shall be issued in conformance with the licensing provisions of Chapter 501 of City Code and this Chapter, including the special event policy adopted under Sec. 514.10.A, and shall require the approval of City Council except for those types of events listed under Sec. 514.04.B, which may be approved by the City Manager. Conditions may be attached to the issuance of permits that are reasonably related to the nature of the event and the associated health, safety and welfare considerations and costs. City Council may deny or revoke any permits issued under this Chapter when, in the judgment of City Council, an application has failed to meet the requirements of this Chapter. Amendments to permits issued under this Chapter may be reviewed and approved in the same manner as a permit. In such cases, the time limits of Sec. 514.06.A may be waived if in the judgment of the City Manager there is sufficient time for the City to review and approve the requested amendment.

B. Approval by City Manager or City Council.

(1) Permits for Level 1 and 2 Events shall require the approval of the City Manager only unless, in the judgment of the City Manager, City Council review and approval is warranted due to the nature of the event, impacts on surrounding areas, or impacts on public services and public property.
(2) Permits for Level 3 Events shall require the approval of the City Council.

C. Criteria for Reviewing All Special Event Permit Applications. In addition to the other provisions of this Chapter, an application for a special event permit may be denied or revoked for any of the following reasons:

(1) The applicant has failed to meet all the requirements for applying for a special event permit.

(2) The proposed date of the event is available but will be a hardship on the City due to other events and/or activities already scheduled on the selected date.

(3) The applicant has failed to comply with any term of this Chapter, including the special event policy adopted under Sec. 514.10.A.

(4) The applicant has failed to comply with any condition of a special event permit previously issued to the applicant or for the event.

(5) The special event will create the possibility of violent disorderly conduct likely to endanger public safety or to result in significant property damage.

(6) The applicant demonstrates an inability or unwillingness to conduct a special event pursuant to the terms and conditions of this Chapter.

(7) The applicant has failed to obtain any other required permits and approvals of other agencies or authorities for the event.

(8) The safety of event participants is at risk due to site conditions, the nature of the event, the weather or other changing conditions.

(9) Public safety officials conclude that the event will place an undue burden on public safety resources.

D. Additional Criteria for Reviewing Applications for Level 2 and 3 Events. In addition to the other provisions of this Chapter, an application for a level 2 and 3 special event permit shall be evaluated based on impacts to police, fire, and medical resources, including the following:

(1) The number of people anticipated to attend, the hours and days of the week during which the event is scheduled, and the number of attendees that are anticipated to be present at the same time;

(2) The proximity in time of the event to other events requiring public safety resources;

(3) Whether alcohol or cannabis product is being served at the event;

(4) Impacts of the event on demand for public safety resources after the event has concluded;

(5) The need for street closures or other traffic-related issues that lead to a need for increased police resources;

(6) Public safety resources necessary to participate in event planning and preparation;

(7) Special security concerns that place additional demand on public safety resources;

(8) Special equipment requirements that place additional demand on public safety resources;

(9) Any history of incidents during prior events of the same or a similar type;

(10) Any additional factors that, in the judgment of public safety officials, would increase the need for public safety resources.

514.05 - Scope of permit. A special event permit shall authorize the requested special event and include any applicable conditions. Applicable conditions may include the number of persons authorized to be in attendance, the time during which the special event is permitted (including time for set up before and clean up after the special event), time and sound level limitations on the use of amplified sound, and the physical boundaries of the permitted special event. A permittee shall not allow the attendees to remain upon the permitted location later than the time set in the permit. Activities permitted by a special event permit shall not be carried on between the hours of 10:00 p.m. and 7:00 a.m. unless otherwise authorized by City Council. Activities prior to 7:00 am that are necessary to prepare for the event shall be subject to conditions of the applicable permit.

514.06 – Application Requirements.

A. **Time of Submittal.** An application for a special event permit shall be made to the City no more than 365 days prior to the event and unless otherwise approved by City Council, no less than the following days prior, based on level of event:

(1) Applications for level 1 special events (20—99 people) shall be submitted no less than ten days prior to the event unless such event requires staffing of public safety personnel, in which case the application shall be submitted no less than 30 days prior to the event.

(2) Applications for level 2 special events (100—499 people) shall be submitted no less than 60 days prior to the event.

(3) Application for level 3 special events (500 or more people) shall be submitted no less than 90 days prior to the event.

B. **Information Related to the Event.** An application for a special event permit shall include the following:

(1) The name, mailing address, phone number(s), and email addresses of the primary contact person and event coordinator.

(2) The proposed location of the parade or special event, which may be identified by a map attached to the special event permit.

(3) The name and type of event.

(4) The days and hours during which the special event is to occur, including set up and clean up time.

(5) The number of persons anticipated to attend the event, including spectators.

(6) Whether the event will be a fundraising event and/or a ticketed event and, if the event is a ticketed event, the maximum number and price of tickets to be sold.

(7) The plans for the direction and control of vehicle traffic and pedestrians.

(8) The plans for parking vehicles, including location of parking lots and any shuttle routes.

(9) The specific route plan proposed for the parade or special event, if applicable.

(10) The proposed number and location of barricades, fences, and gates to be furnished by the applicant.

(11) The plans for concessionaires who will be allowed to operate on the grounds, including the names and addresses of all concessionaires and their license or permit numbers.

(12) Whether there will be alcohol or cannabis product served at the special event (and, if so, the names of any caterers who will be selling), a copy of the license authorizing the sale or the application for a temporary license if one is necessary, the dates when alcohol or cannabis product will be served, and the plans for controlling the use of alcoholic beverages and cannabis products. Police, fire, and/or security presence may be required for any events serving alcohol or cannabis products.

(13) The plans for security, and the name of the security company, if necessary.

(14) The name of an emergency medical services provider, if necessary.

(15) The hours and type of sound amplification, if any, including the number of a contact person responsible for managing the volume during the event.

(16) The plans for the prevention and cleanup of litter and waste.

(17) Payment of permit fee as well as escrow deposit in an amount necessary to cover any fees associated with failure to comply with the terms of any permit issued by the city or public safety officials.

(18) Such other information and conditions that are reasonably necessary for the conduct of the special event, including the requirement for the on-site presence of the event organizer or its designated representative for all special event coordination and management purposes.

514.07 – Insurance Requirements. As a condition of the issuance of a special permit for a level 2 or 3 event, Applicants must secure and maintain in full force and effect throughout the duration of the event permitted and all associated activities, commercial general liability insurance written on an occurrence basis with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate to include bodily injury and property damage covering potential liability arising from the event. A certificate of insurance or similar proof of coverage shall be submitted prior to the event and shall name the City of Wayzata as an additional insured.

514.08 – Limits on the Number, Frequency and Times of Special Events.

A. Monthly and Seasonal Limitations. In order to achieve the purposes of this Chapter, and limit the impacts and burdens on the quality of life of City residents and resources, including police, fire and emergency medical services, the City Council shall adopt a Special Event Matrix that will be made part of the special events policy referenced in Sec. 514.10 of this Chapter, and will contain limits that apply to the number, frequency and times of special events and permits.

B. Home tour events. Home tour events may be held Thursdays through Sundays over a consecutive three-week period. Applicants are limited to obtaining one special event permit for a home tour event per calendar year at the same address.

C. Additional Limitations.

(1) *Street closures:* Street closures are not permitted within one day before and after a previously-scheduled street closure, and no more than two street closure events per week are permitted.

(2) *Daily limits:* No more than one special event permit shall be issued on any day for level 2 or 3 events in the City unless it is determined that the nature of one or more of the multiple events will not place an undue burden on City resources and public safety departments.

D. Priority of Applications. If more than one complete and timely application for a level 2 or a level 3 special event permit is submitted for the same day or days, the following criteria shall be used to determine which event receives priority (if more than one permit cannot be issued under this Chapter):

(1) In general, priority shall be given to applications that are complete, in order they are received and deemed complete by City staff.

(2) If the City receives two or more complete and timely applications on the same day for level 2 or level 3 events that are scheduled to take place the same day or days, priority will be given to events held on the same days or time of month the previous 5 years, provided that the prior year's event complied with the special event permit issued for it, and the nature and details of the event have not changed in a way that materially impacts any of the criteria of Sec. 514.04.C.

(3) If all other circumstances are equal, prioritization of events will be given to the event that is more aligned with the City’s mission, vision, values, and strategic priorities.

514.09 – Ticketed Event Fees. For level 2 and 3 events that require tickets for entry and are held in whole or part on public property, a fee established by resolution shall be paid to the City per ticket sold within two weeks after the event, given the closure of public access to public property and the associated impacts on such public property. The City may reduce or waive this fee for events that are charitable or have a significant fundraising component for a non-profit community or civic organization.

514.10 – Policy and Appeals.

A. Policy. A special event policy implementing the requirements of this Chapter, including the types of special event permits to be issued, related conditions, and application forms, shall be adopted and amended from time to time by the City Manager.

B. Appeals. An applicant may appeal any decision made under this Chapter or the policy adopted pursuant to it by filing a written appeal stating the reasons the applicant believes the decision was erroneous within ten days of the issuance of the decision. City Council shall make a determination on the appeal no later than 60 days following receipt of an appeal.

514.11 – Enforcement.

A. The provisions of this Chapter may be enforced by injunction in any court of competent jurisdiction.

B. The holding of a special event in violation of any provision or condition contained in this Chapter shall be deemed a public nuisance and may be abated as such.

C. Any violation of this Chapter shall be a misdemeanor and the violation shall be punished in accordance with City Code.

Section 2. **Effective Date.** This Ordinance will become effective upon passage and publication.

Adopted by the City Council this 12th day of November, 2024.

____
Johanna Mouton
Mayor

ATTEST:

____
Jeffrey Dahl
City Manager

First Reading: October 22, 2024
Second Reading: November 12, 2024
Publication: November 21, 2024

City of Wayzata
City Council Agenda Report

MEETING DATE: November 12, 2024	**AGENDA ITEM:** 8.a
TITLE: Receive Update on Panoway Budget and Consider Authorization of the Execution of Panoway Change Orders	
PROPOSED MOTION: To Authorize Staff to Execute Change Orders for the Panoway Project	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends that the City Council authorize staff to execute change orders for the Panoway project.

FINANCIAL OR BUDGET CONSIDERATION:
Staff is requesting authorization to execute change orders totaling $165,830.98. Staff has reviewed the overall Panoway budget and as of November 6, 2024, the project is $55,436 under budget, when including the five (5) change orders summarized below and a sales tax credit. See attached. The City Manager and Deputy City Manager will provide a brief summary of the project budget at the meeting.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Sustain Community Character & Safety
Staff has worked hard to maintain full transparency in completing the Panoway project with a balanced budget while

BACKGROUND:
Over the course of the construction of the Panoway Lakewalk, the contractor encountered several conditions which required additional work, outside the scope of the original contract. A summary of each of these items, with the associated cost, can be found below.

Pile Obstruction - $18,498.15
During installation of the piling for the foundation of the lakewalk, the contractor encountered a boulder that impeded the driving of one of the piles. The contractor broke up the boulder which allowed the piling to be installed per the plans.

Ice-Breaking - $22,228.93
This work consisted of the breaking and pushing/removal of ice for the precast beam setting. This work needed to be accomplished to set beams during winter conditions. This was considered a change in conditions from the original construction. The project was originally scheduled to be done prior to freezing conditions. With the pile overruns already approved in a previous change order and the in-stream disturbance dates set forth by the Minnesota DNR, the schedule was already considered a challenge. Additionally, this led to procurement challenges as work progressed with timeliness of receiving precast beams while waiting for verification shots to be completed.

Hydrocrane Setup - $23,091.97
This work consisted of the preparation and clean-up for the hydro-crane used to set the final four precast planks over the railroad. It also includes the rental cost of the crane for the set. This was considered a change in conditions from the original construction. Original means and methods needed to be changed due to the changing ice conditions. With the schedule being pushed due to pile quantity overruns and the in-stream disturbance per Minnesota DNR, a different approach needed to be completed to install the remaining beams.

Remaining Acceleration - $60,441.93
This change order is the remainder of the cost associated with the second crane/barge setup which allowed the contractor to accelerate the installation of piling and precast planking. The second crane/barge setup was

authorized in September 2023 as a not-to-exceed cost of $200,000. The initial implementation of the second setup was billed at $106,774 and this request is $60,441,93, for a total cost of $167,215.93.

Railing Stiffeners - $41,570.00
In April 2024, an issue was observed onsite that the railing posts were being pulled out of plumb and the Kebony top rail would not be able to carry the load when the cable railing was under tension. The railing design was ultimately modified by welding a top plate in strategic locations, along with welding end posts together, to strengthen the overall rail system. This change was approved by Civitas and the structural engineer, benefitting the design and functionality of the railing system.

Summaries of each of the change order requests are attached for reference. Change orders are a common occurrence of large capital projects, especially non-traditional ones like the lakewalk and docks. These requests are the result of many hours of analysis by field professionals and communications with the City and contractors. Staff is still working through a few final potential change orders as the project is wrapped up, mostly pertaining to the stepdowns. Regardless, staff anticipates still being on budget.

ATTACHMENTS:

1. Panoway Budget Update 11.6.2024
2. COR Summary - Pile Obstruction
3. COR Summary - Ice Breaking & Removal
4. COR Summary - Hydro Crane Set
5. COR Summary - Remaining Acceleration
6. COR Summary - Railing Stiffeners

Panoway Budget Update as of 11/6/2024

Description	Awarded/ Budgeted	Final Total Estimate as of 11/6/2024
PROJECT REVENUE / FUNDING		
Operating Capital		
TIF Bond Proceeds	$6,008,401	$6,008,401
Conservancy Dontations	$1,000,000	$1,102,644
Lakefront CIP Reserves	$455,000	$455,000
State Bond	$4,000,000	$4,000,000
Additional Revenue Needed From Conservancy as a result of Dock Overage	$220,321	$220,321
Sales Tax Credit Back	$-	$258,971
TOTAL PROJECT REVENUE	**$11,683,321**	**$12,045,337**
CONSTRUCTION COSTS		
Work Scope 3A - Precast (Taracon)	$288,028	$ 285,028
Work Scopr 5A - Steel Material (Construction Systems)	$1,985,931	$ 1,778,243
Work Scope 6A - Carpentry (Ebert Companies)	$693,200	$ 693,200
Work Scope 26A - Electrical (Laketown Electric)	$96,000	$ 91,000
Work Scope 31A - Sitework and Structural Install Package (Zenith Tech)	$4,370,000	$ 4,360,000
Work Scope 32A - Docks (JF Brennan)	$2,590,000	$ 2,590,000
Total Bid Day	**$9,818,471**	**$9,797,471**
Contingency		
Remaining Contingency		
Zenith CO1: Second Crane / Barge Setup	$ 106,774	$ 106,774
Zenith CO2: Pile Obstruction COR - Zenith	$ 18,498	$ 18,498
Zenith CO3: Pile Depth Increase	$ 376,560	$ 376,560
Pending Change Orders		
ZenithTech - Ice Breaking	$22,229	$ 22,229
ZenithTech - HydroCrane Setup - Winter Condition	$23,092	$ 23,092
ZenithTech - Remaining Acceleration	$60,442	$ 60,442
CSI: Railing Stiffeners	$41,570	$ 41,570
ZenithTech COR13 Rail Stiffeners and Shimming	$14,478	$ 14,478
CSI: Stepdown Tolerance Adjustments	$6,505	$ 6,505
CSI: Owner Stepdown Modifications to Convert to Perminant Upper Landing	$26,946	$ 26,946
CSI: Stepdown Stiffeners Added for Ease of Install and Removal	$15,264	$ 15,264
Construction Management (Kraus Anderson)	$759,906	$731,607
CONSTRUCTION COSTS SUB TOTAL	**$11,290,735**	**$11,241,436**
SOFT COSTS		
Design Fees (Civitas)	$557,907	$ 573,763
Permits, Plan Reviews & Fees	$6,672	$ 13,508
Testing & Inspections	$112,500	$ 121,915
Bidding, Legal, Finance & Misc.	$-	$ 2,957
Owner Purchase Orders (Ribbon Cutting Event)	$25,000	$ 15,429
FF&E Expenses	$20,519	$ 20,893
SOFT COSTS SUB-TOTAL	**$722,598**	**$748,465**
TOTAL PROJECT COSTS	**$12,013,333**	**$11,989,901**
VARIANCE (OVER) / UNDER	**$(330,012)**	**$55,436**

Zenith Tech
A WALBEC COMPANY
An Equal Opportunity Employer
7825 3rd Street N, Suite C | Oakdale, MN 55128
763.294.6906 | walbecgroup.com

01/11/2024

Change Order #5

Bob Janssen
Kraus Anderson

City of Wayzata
Panoway on Wayzata Bay – Phase #2
ZTI Project #504954

RE: Request for Exploratory Work

Bob,

Please see below the prices for the additional work requested:

Item	Description	Qty	Unit	Unit Price	Extended
01	Labor Cost Summary	1	LS	$4,270.94	$4,270.94
02	Equipment Cost Summary	1	LS	$12,545.56	$12,545.56
03	10% Prime Markup	1	LS	$1,681.65	$1,681.65
				Total:	$18,498.15

No excusable delay noted at this time for this work

No exclusions/conditions

This work consisted of digging at pile locations where pile were damaged attempting to drive the 16" cans. Locations were clam bucketed around area where driving was to take place.

This unit price is derived from the support documentation attached. Please review the supporting documentation and let me know if you have any questions that I can assist with. This Price is derived from the discussions from previous emails and negations.

Please review and confirm your acceptance of the price at your earliest convenience.

Allen Greco

Al Greco, P.E.
Project Manager

Attachments:

Exhibit #1: Cover Sheet
Exhibit #2: Labor Cost Summary Sheet
Exhibit #3: Equipment Cost Summary Sheet

Contractor	**Zenith Tech, Inc.**
Address	N6W23673 Bluemound Rd
City, State, Zip	Waukesha, WI 53188
PHONE	262-524-1800
FAX	

FORCE ACCOUNT INVOICE

Project description	**Panoway Wayzata MN**
COUNTY	**Hennepin**
Work Description	**Exploratory Work**
Cost Item #'s	**81000002**
ZTI Job #	**504954**
Through Date	**12/9/2023**

PAGE NUMBER	DESCRIPTION	AMOUNT
1	COVER SHEET	-
2	LABOR SUMMARY	$ 4,270.94
3	EQUIPMENT SUMMARY	$ 12,545.56
4	MATERIALS SUMMARY	$ -
5	OTHER EXPENSES	$ -
	TOTAL FORCE ACCOUNT	**$16,816.49**

Zenith Tech
A WALBEC COMPANY
An Equal Opportunity Employer
7825 3rd Street N, Suite C | Oakdale, MN 55128
763.294.6906 | walbecgroup.com

9/5/2024

Change Order #7

Bob Janssen
Kraus Anderson

City of Wayzata
Panoway on Wayzata Bay – Phase #2
ZTI Project #504954

RE: Ice Breaking/Removal

Bob,

Please see below the prices for the additional work requested:

Item	Description	Qty	Unit	Unit Price	Extended
01	Cost Summary	1	LS	$21,008.76	$21,008.76
02	Prime Markup	1	LS	$1,220.18	$1,220.18
				Total:	$22,228.93

No excusable delay noted at this time for this work

No exclusions/conditions

This work consisted of the breaking and pushing/removal of ice for the beam setting. This work needed to be accomplished to set beams during winter conditions. This was considered a change in conditions from the original construction.

The project was originally scheduled to be done prior to freezing conditions. With the pile overruns already approved in a previous change order and the in-stream disturbance dates set forth by the Minnesota DNR, schedule was already considered a challenge. Additionally, this led into procurement challenges as work progressed with timeliness of receiving precast beams while waiting for verification shots to be completed.

This unit price is derived from the support documentation attached. Please review the supporting documentation and let me know if you have any questions that I can assist with. This work was tracked on a time and materials basis only.

An Equal Opportunity Employer

7825 3rd Street N, Suite C | Oakdale, MN 55128
763.294.6906 | walbecgroup.com

Please review and confirm your acceptance of the price at your earliest convenience.

Al Greco, P.E.
Project Manager

Attachments:
Exhibit #1: Cost Summary Sheets
Exhibit #2: Blue book/FEMA Rates

Exhibit #1

Contractor	**Zenith Tech, Inc.**
Address	N6W23673 Bluemound Rd
City, State, Zip	Waukesha, WI 53188
PHONE	262-524-1800
FAX	

FORCE ACCOUNT INVOICE

WisDOT Project #	
Project description	**Panoway Wayzata MN**
COUNTY	**Hennepin**
Work Description	**Ice Breaking/Removal**
Cost Item #'s	**82000004**
ZTI Job #	**504954**
Through Date	**2/10/2024**

PAGE NUMBER	DESCRIPTION	AMOUNT
1	COVER SHEET	-
2	LABOR SUMMARY	**$ 11,575.40**
3	EQUIPMENT SUMMARY	**$ 9,433.36**
4	MATERIALS SUMMARY	**$ -**
5	OTHER EXPENSES	**$ -**
	TOTAL FORCE ACCOUNT	**$21,008.76**

Prime Contractor allowable Mark-up

10% of the first $10,000.00	$ 10,000.00	10%	$ 1,000.00
2% in excess of $10,000.00	$ 11,008.76	2%	$ 220.18

Total $22,228.93

Zenith Tech
A WALBEC COMPANY
An Equal Opportunity Employer
7825 3rd Street N, Suite C | Oakdale, MN 55128
763.294.6906 | walbecgroup.com

9/5/2024

Change Order #8

Bob Janssen
Kraus Anderson

City of Wayzata
Panoway on Wayzata Bay – Phase #2
ZTI Project #504954

RE: Hydrocrane Beam Set

Bob,

Please see below the prices for the additional work requested:

Item	Description	Qty	Unit	Unit Price	Extended
01	Labor Cost Summary	1	LS	$25,993.23	$25,993.23
02	Prime Markup	1	LS	$1,319.86	$1,319.86
03	Original Equipment/Manpower	1	LS	($4,221.12)	($4,221.12)
				Total:	$23,091.97

No excusable delay noted at this time for this work

No exclusions/conditions

This work consisted of the preparation and clean-up for the hydro-crane set over the railroad. It also includes the rental cost of the crane for the set. This was considered a change in conditions from the original construction.

Original means and methods needed to be changed due to the freezing ice conditions to complete the setting of all the precast beams. With schedule being pushed due to pile quantity overruns and the in-stream disturbance per Minnesota DNR a different approach needed to be completed to install remaining beams.

A credit is shown for the original as bid equipment and manpower. This is assumed on an 8-hour day for the set of the remaining beams.

This unit price is derived from the support documentation attached. Please review the supporting documentation and let me know if you have any questions that I can assist with.

Please review and confirm your acceptance of the price at your earliest convenience.

Al Greco, P.E.
Project Manager

Attachments:
Exhibit #1: Labor Cost Summary Sheets
Exhibit #2: Hydro Crane invoice

Exhibit #1

Contractor	**Zenith Tech, Inc.**
Address	N6W23673 Bluemound Rd
City, State, Zip	Waukesha, WI 53188
PHONE	262-524-1800
FAX	

FORCE ACCOUNT INVOICE

WisDOT Project #	
Project description	**Panoway Wayzata MN**
COUNTY	**Hennepin**
Work Description	**Hydro Crane set/Support**
Cost Item #'s	**82000005**
ZTI Job #	**504954**
Through Date	**2/10/2024**

PAGE NUMBER	DESCRIPTION	AMOUNT
1	COVER SHEET	-
2	LABOR SUMMARY	**$ 6,291.79**
3	EQUIPMENT SUMMARY	**$ 661.44**
4	MATERIALS SUMMARY	**$ -**
5	OTHER EXPENSES	**$ 19,040.00**
	TOTAL FORCE ACCOUNT	**$25,993.23**

Contractor allowable Mark-up

10% of the first $10,000.00	$ 10,000.00	10%	$ 1,000.00
2% in excess of $10,000.00	$ 15,993.23	2%	$ 319.86
Total			$27,313.09

Zenith Tech
A WALBEC COMPANY
An Equal Opportunity Employer
7825 3rd Street N, Suite C | Oakdale, MN 55128
763.294.6906 | walbecgroup.com

3/15/2024

Change Order #9

Bob Janssen
Kraus Anderson

City of Wayzata
Panoway on Wayzata Bay – Phase #2
ZTI Project #504954

RE: Remaining Acceleration Costs

Bob,

Please see below the prices for the additional work requested:

Item	Description	Qty	Unit	Unit Price	Extended
01	Labor Cost Summary	1	LS	$1,817.33	$1,817.33
02	Equipment Cost	1	LS	$782	$782
03	Lunda Invoices	1	LS	$49,606.38	$49,606.38
04	Carbody Move	1	LS	$2,266.77	$2,266.77
04	Additional Survey MOBs for 2nd Float	1	LS	$4,000	$4,000
02	Prime Markup	1	LS	$1,969.45	$1,969.45
				Total:	$60,441.93

No excusable delay noted at this time for this work

No exclusions/conditions

This work consisted of the additional crane and floatation setup to assist with contract work onsite.

This unit price is derived from the support documentation attached. Please review the supporting documentation and let me know if you have any questions that I can assist with.
Please review and confirm your acceptance of the price at your earliest convenience.

Allen Greco

Al Greco, P.E.
Project Manager

Attachments:
Exhibit #1: Labor/Equipment Cost Summary
Exhibit #2: Invoices

Helping People Reach Their Destination

KRAUS ANDERSON 6-01-24

Bob J.

PROJECT : Wayzata Panoway
Wayzata, MN

RFI # 049
Railing stiffners + Modifications
SHOP LABOR + MATERIALS

$\boxed{\$41,570}$ TOTAL

1889 County Road 90 • Maple Plain, Minnesota 55359
(763) 479-1717 FAX (763) 479-2507

City of Wayzata
City Council Agenda Report

MEETING DATE: November 12, 2024	**AGENDA ITEM:** 8.b
TITLE: Consider Adoption of Resolution 46-2024 Canvassing the Returns and Declaring the Results of the November 5, 2024 City General Election	
PROPOSED MOTION: To Adopt Resolution 46-2024 Canvassing the Returns and Declaring the Results of the November 5, 2024 City General Election	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends adoption of Resolution 46-2024 Canvassing the Returns and Declaring the Results of the November 5, 2024 City General Election.

FINANCIAL OR BUDGET CONSIDERATION:
Not Applicable.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:
Not Applicable.

BACKGROUND:
State Statute 205.185, subd. 3(a) states: Between the third and tenth days after an election, the governing body of a city conducting any election including a special municipal election, or the governing body of a town conducting the general election in November shall act as the canvassing board, canvass the returns, and declare the results of the election.

The results of the election for Mayor and Council are as follows:

- Andrew Mullin was elected Mayor with 52.17% of the vote and 1,309 total votes.
- Alex Plechash was unopposed and re-elected as Council Member.
- Ken Sorensen was unopposed and elected as Council Member.

See the attached document for additional local election statistics. All elected officials will begin their four-year terms on January 1, 2025 but will officially be sworn in at the first meeting in January, which is January 7, 2025.

ATTACHMENTS:
1. 2024 Wayzata Election Statistics
2. Resolution 46-2024

2024 Wayzata Election Statistics

Precincts Reporting in Municipality: 100% 1 of 1 | **Last Updated:** 11/07/24 12:29 PM | **Voters Registered at 7AM:** 3,266

Results for Selected Contests in 68818 - Wayzata

Mayor (Wayzata) Results By Precinct — 1 precincts in contest. 1 of 1 precincts reported in municipality.

Party	Candidate	Totals	Percent	Graph
Nonpartisan	Andrew Mullin	1,309	52.17%	
Nonpartisan	Jeff Buchanan	504	20.09%	
Nonpartisan	Barry Petit	682	27.18%	
WRITE-IN	WRITE-IN	14	0.56%	

Council Member (Wayzata) (Elect 2) Results By Precinct — 1 precincts in contest. 1 of 1 precincts reported in municipality.

Party	Candidate	Totals	Percent	Graph
Nonpartisan	Alex Plechash	1,472	48.52%	
Nonpartisan	Kenneth Sorensen	1,508	49.70%	
WRITE-IN	WRITE-IN	54	1.78%	

2024 General Election Voting Statistics

	2024	2022 (mid-term)	2020	2018 (mid-term)	2016
Registered Voters @ 7 AM	3266	3293	3502	3272	3153
Election Day Registrations	88	143	218	150	310
Absentee Ballots Cast	1939 (1525 w/ City Hall Staff)	1155	2533	1383	1391
Election Day Ballots Cast	918	1353	700	1473	1468
Total Ballots Cast	2857	2508	3233	2856	2859
Voter Turnout	87%	76%	92%	87%	90%

RESOLUTION NO. 46-2024

RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE NOVEMBER 5, 2024 CITY GENERAL ELECTION

WHEREAS, the results of the City General Election held on November 5, 2024, have been tabulated and have shown the following number of votes cast:

For the Office of Mayor (four-year term):

Andrew Mullin	**1309**	
Jeff Buchanan	504	
Barry Petit	682	
Write-Ins:	14	(Write-In Detail listed in Exhibit A)

For the two Offices of Council Member (four-year terms):

Alex Plechash	**1472**	
Ken Sorensen	**1508**	
Write-Ins:	54	(Write-In Detail listed in Exhibit A)

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota, that at the 2024 General Election, Andrew Mullin is hereby declared to have been duly elected to the Office of Mayor for a four-year term and Alex Plechash and Ken Sorensen are hereby declared to have been duly elected to the Offices of Council Member for a four-year term.

Adopted by the Wayzata City Council this 12th day of November 2024.

ATTEST: ______________________________
Mayor Johanna Mouton

____
City Manager Jeffrey Dahl

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

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on November 12, 2024.

____
Kathy Leervig, City Clerk

SEAL

Write-in Tally Form

November 5, 2024 Election

Municipality or School District: Wayzata

Ward/Precinct: P01

Tally ALL write-in votes for city and/or school district offices:

	Absentee Tally		Polling Place Tally	
City/School Office	Candidate Name	Tally Votes	Candidate Name	Tally Votes
Mayor	Tyler Davis	1		
Mayor	Scott Tripps	1		
Mayor	Blank	1		
Mayor	Alexander Rutlin	3		
Mayor	YoungRichard Naus	1		
Mayor	Peter Lecy	2		
Mayor	Quinn McCarthy	1		
Mayor	None	1		
Mayor			Not Voting Mayor	1
Mayor			Morgan Smith	1
Mayor			Reed Lewis	1
Subtotal		11		3
TOTAL WRITE-INS	14			
	Absentee Tally		Polling Place Tally	
Council Member	The eternal worm that devoured Connecticut	1		
Council Member	Minne Mouse	1		
Council Member	Mickey Mouse	1		
Council Member	Graham Gnos	1		
Council Member	Alexander Rutlin	5	Alexander Rutlin	1
Council Member	Thomas Bergerson	1		
Council Member	Blank	1	Blank	2
Council Member	YoungRichard Naus	1		
Council Member	Leigh Larson	1		
Council Member	Tim Mohnkern	1		
Council Member	Jay Dillon	1		

Write-in Tally Form
November 5, 2024 Election

Council Member	Molly MacDonald	1		
Council Member	Me	1		
Council Member	Tory Schalkle	1		
Council Member	Karen Heinrich	1		
Council Member	Andrew Mullin	1		
Council Member	Tom Burke	2		
Council Member	Jennifer Christiansen	2		
Council Member	Loud Vertin	1		
Council Member	Lisa Winkey	1		
Council Member	Peter Lecy	2		
Council Member	Ken Willcox	1		
Council Member	Larissa Stockton	1	Larissa Stockton	1
Council Member	Larry Coughenour	1		
Council Member	Jerry Kaminski	1		
Council Member	Jeff Buchanan	2		
Council Member	Marilyn Richie	1		
Council Member	Andrew Spilseth	1		
Council Member	Quinn McCarthy	1		
Council Member	None	2		
Council Member			Not Voting Councilmember	1
Council Member			Charley Noel	1
Council Member			Christina McCullough	1
Council Member			Joe Sixpack	1
Council Member			Zander Rutlin	1
Council Member			Dan Gustafson	1
Council Member			Barry Petit	1
Council Member			Morgan Smith	1
Council Member			Reed Lewis	1
Council Member			Molly Johnson	1
Council Member			Randy Gilbert	1
Subtotal		39		15
TOTAL WRITE-INS	54			

Election Judge/Staff: Kathy Leervig Election Judge/Staff: Lori Krismer