

AGENDA AND ADDITIONS TO THE AGENDA
REGULAR COUNCIL MEETING
CITY OF CROSSLAKE
MONDAY, JUNE 13, 2022
7:00 P.M. – CITY HALL

A. CALL TO ORDER

1. Pledge of Allegiance
2. Approval of Additions to the Agenda

B. PUBLIC FORUM - Action may or may not be taken on any issues raised. If Council requires more information or time for consideration, the issues will be placed on the agenda of the next regular council meeting. Speaker must state their name and address. At the discretion of the Mayor, each speaker is given a three-minute time limit.

C. CONSENT CALENDAR – NOTICE TO THE PUBLIC – All items here listed are considered to be routine by the City Council and will be acted on by one motion. There will be no separate discussion on these items unless a Citizen or Councilmember so requests:

1. Special Council Meeting Minutes of April 28, 2022
2. Special Council Meeting Minutes of May 4, 2022
3. Public Hearing Minutes of May 9, 2022
4. Regular Council Meeting Minutes of May 9, 2022
5. Special Council Meeting Minutes of May 31, 2022
6. Unadjusted Draft: 05.31.2022 Month End Revenue Report
7. Unadjusted Draft: 05.31.2022 Month End Expenditures Report
8. Unadjusted Draft 05.31.2022 Balance Sheet
9. Police Report for Crosslake – May 2022
10. Police Report for Mission Township – May 2022
11. Fire Department Report – May 2022
12. North Ambulance Run Report – May 2022
13. Planning and Zoning Monthly Statistics
14. Planning and Zoning Meeting Minutes of April 22, 2022
15. Public Works Commission Meeting Minutes of May 2, 2022
16. Waste Partners Recycling Reports for April 2022
17. LG220 Application for Exempt Permit for Raffle from Crosslake Emily Knights Foundation
18. Bills for Approval
19. Additional Bills for Approval

D. MAYOR'S AND COUNCIL MEMBERS' REPORT

1. Alden Hardwick – Update on New Playground Equipment
2. Thank You Notes from Log Church members for waving sewer assessment (Council Information)
3. Resolution Accepting Donations (Council Action-Motion)
4. Accept Resignation of Planning and Zoning Commissioner and Appoint Commission to Fill Vacancy (Council Action-Motion)
5. Discussion Regarding the Elimination of Personnel Committee (Council Action-Motion)

E. CITY ADMINISTRATOR'S REPORT

1. Update on Storm Damage
2. Update on Staffing and Negotiations
3. Update on Project Financing
4. Update on 2023 Budget

F. COMMISSION REPORTS

1. PLANNING AND ZONING

- a. Approval of Antler Business Park Final Plat, Butterfield Enterprises, 18 New Parcels (Council Action-Motion)

2. PUBLIC WORKS/SEWER/CEMETERY

- a. Memo dated June 8, 2022 from City Clerk Re: Recommendation Regarding Request for Variance of Size and Type of Headstone (Council Action-Motion)
- b. Memo dated June 8, 2022 from Public Works Commission Re: Recommendation to Replace Wash Bay Columns (Council Action-Motion)
- c. Memo dated June 8, 2022 from Public Works Commission Re: Recommendation Regarding Connection Fee for Siemers Carwash (Council Action-Motion)
- d. Memo dated June 8, 2022 from Public Works Commission Re: Recommendation Regarding Connection Fees for Moonlite Bay and Moonlite Square/Carwash (Council Action-Motion)
- e. Memo dated June 8, 2022 from Public Works Commission Re: Assessment Policy (Discussion)
- f. Memo dated June 9, 2022 from Phil Martin Re: Change Order for Birch Narrows Road (Council Action-Motion)
- g. Letter dated June 7, 2022 from Phil Martin Re: Pay Application No. 1 for 2022 Road Improvements (Council Action-Motion)
- h. Letter dated June 8, 2022 from Phil Martin Re: Pay Application No. 1 for CSAH 66 Sanitary Sewer Extension (Council Action-Motion)

3. PUBLIC SAFETY

- a. Update on Speed Humps
- b. Lexipol Proposal and Master Service Agreement for Policy Manual Through Sourcewell (Council Action-Motion)

G. PUBLIC FORUM - Action may or may not be taken on any issues raised. If Council requires more information or time for consideration, the issues will be placed on the agenda of the next regular council meeting. Speaker must state their name and address. At the discretion of the Mayor, each speaker is given a three-minute time limit.

H. NEW BUSINESS

I. OLD BUSINESS

J. CITY ATTORNEY REPORT

K. ADJOURN

C.19.

ADDITIONAL BILLS FOR APPROVAL
June 13, 2022

VENDORS	DEPT		AMOUNT
Bolton & Menk, 2022 road improvements	PW		15,436.00
Bolton & Menk, subdivision reviews	PZ		420.00
Bolton & Menk, csah 66 water quality	PW		2,390.00
Bolton & Menk, moonlite bay sewer extension	Sewer		27,500.96
Bolton & Menk, csah 66/s phase 3	PW		124.50
Crow Wing Power, electric service	ALL		10,274.25
CWC Sheriffs Office, letg base and mobile fees	Police		3,965.00
Forum Communications, meeting notice of 6/24/22	PZ		47.04
Great Northern Environmental, wwtp service	Sewer		1,390.90
Holden Electric, replace starter	Sewer		281.75
Holiday, fuel	Fire		43.72
Mike Lyonais, reimburse mileage	Admin		66.33
Mike Lyonais, reimburse petty cash	ALL		67.78
Northland Trust Services, bond payments	Gov't		58,256.88
Premier Auto, oil change	Police		74.55
TOTAL			120,339.66



**BOLTON
& MENK**

Real People. Real Solutions.

MEMORANDUM

Date: June 9, 2022
To: Mike Lyonais, City Administrator
From: Phil Martin, PE
Subject: Birch Narrows Road Change Order - June 13, 2022 Council Meeting

2022 Street Improvements

Issue: Birch Narrows Road – Subgrade issues.

Background: The contractor began paving Birch Narrows Road on Friday, June 3rd. With 500 feet left to pave, the road conditions deteriorated so paving was stopped. Based on our review of the road in the 500-foot unpaved segment, we believe the road subgrade has become soft because of the subgrade material and moisture that entered the subgrade. The City has a couple options to address the situation.

1. Leave the roadway as is and hope that the subgrade dries out and heals up during the remaining summer months. There is no guarantee that it will heal up and we anticipate we will have more rain events during the summer. To do this, we would want to formally extend the contractor's completion time.
2. Subcut the 500-foot segment of road and place geotextile fabric to firm up the road base so the road can be completed.

Consideration: There is no immediate financial cost with Option 1. However, there is no guarantee the road will heal up with time, at which point we would be back to seeking to subcut the road to complete it. Additionally, we anticipate we will receive many complaints from property owners during the interim period since the road will be in a partially completed state.

For Option 2, we obtained a quote from the contractor to subcut and place a sand section with fabric which we believe will address the issue and provide a solid foundation for the road. This is the same process used on Wild Wind Ranch Drive to address the subgrade issues there. Their cost to do the work is estimated to be about \$20,000. The breakdown for that cost is attached.

Recommendation Based on our understanding of the situation, we recommend the City approve the change order and proactively address this subgrade issue so Birch Narrows Road can be constructed to an acceptable standard.



2658 State 371 NW – PO Box 400 - Hackensack, MN 56452

Phone 218-675-6909 Fax 218-675-5297

info@youngexcavating.com

06/08/22

22-03 Crosslake 2022 Road Improvements

Birch Narrows Road Subgrade Excavation – Approximately 1333 SY

Description	UM	Unit Price
Salvage & replace Class 5, haul out subcut dirt, haul in Select Granular Borrow, install Geotextile Fabric Type 5	SY	11.25
$1333 \text{ SY} \times \$11.25 / \text{SY} = \$14,996.25$		
Mobilization	LS	3200.00
$\$14,996.25 + \$3,200 = \$18,196.25$		
$\text{Anderson Brothers General Contractor Markup (5\%)} = \909.82		

The increase in price is due to the hauling cost; the haul is five times longer to Birch Narrows Road than it was to Wild Wind Ranch Drive.

Overall Total for Birch Narrows Sub-grade Excavation = \$19,106.07



**BOLTON
& MENK**

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F.2.g.
7656 Design Road
Suite 200
Baxter, MN 56425-8676

Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

June 7, 2022

Mike Lyonais, City Administrator
13888 Daggett Bay Road
Crosslake, MN 56442

RE: Crosslake 2022 Road Improvements – Contractor's Pay Application No. 1

Dear Mike:

Enclosed are three (3) copies of Contractor's Pay Application No. 1 for work completed through May 27, 2022 for the above referenced project. The value of the work completed as of this date was \$300,741.20. We retain 5% (\$15,037.06) of the work completed by contract and the City of Crosslake has not made a previous payment. Therefore, the net amount to pay is \$285,704.14.

We recommend City Council approval of the Contractor's Pay Application No. 1 in the amount of \$285,704.14.

Please retain one signed payment copy for your records, submit on copy to our office in Baxter, and submit the remaining copy to the Contractor with payment when approved.

If you have any questions, please contact me at 218-821-7265.

Sincerely,

Bolton & Menk, Inc.

Phillip M. Martin, PE
Principal Engineer

Enclosures – *Contractor's Pay Application No. 1 (3 copies)*

CONTRACTOR'S PAY REQUEST
2022 ROAD IMPROVEMENT PROJECT

CITY OF CROSSLAKE -
BMI PROJECT NO. 0B1124577

DISTRIBUTION:

CONTRACTOR (1)
OWNER (1)
ENGINEER (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$661,525.65
TOTAL, COMPLETED WORK TO DATE	\$300,741.20
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$300,741.20
RETAINED PERCENTAGE (5.0%)	\$15,037.06
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$285,704.14
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. <u>1</u>	\$285,704.14

CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Anderson Brothers Construction Company
11325 State Highway 210
Brainerd, MN 56401

By Scott W. Hansen Name Division Manager Title

Date 6-3-2022

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 7656 DESIGN ROAD, STE 200, BAXTER, MN 56425

By [Signature], CONSULTING ENGINEER

Date 6/7/2022

APPROVED FOR PAYMENT:

OWNER:

By _____
Name Title Date

And _____
Name Title Date

Pay Request No.:

2022 ROAD IMPROVEMENT PROJECT

CITY OF CROSSLAKE

BMI PROJECT NO. 0B1124577

WORK COMPLETED THROUGH FRIDAY, MAY 27, 2022



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ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$15,500.00	1.00 LUMP SUM	\$15,500.00	LUMP SUM	\$0.00	0.50 LUMP SUM	\$7,750.00
2	CLEARING & GRUBBING	\$11,847.72	0.10 ACRE	\$1,184.77	ACRE	\$0.00	0.10 ACRE	\$1,184.77
3	REMOVE BITUMINOUS PAVEMENT	\$3.75	7,707.00 SQ YD	\$28,901.25	SQ YD	\$0.00	7,707.00 SQ YD	\$28,901.25
4	REMOVE CONCRETE DRIVEWAY	\$4.00	42.00 SQ YD	\$168.00	SQ YD	\$0.00	42.00 SQ YD	\$168.00
5	FULL DEPTH RECLAMATION (4")	\$2.40	6,915.00 SQ YD	\$16,596.00	SQ YD	\$0.00	6,915.00 SQ YD	\$16,596.00
6	REMOVE MAILBOX SUPPORT	\$26.40	100.00 EACH	\$2,640.00	EACH	\$0.00	32.00 EACH	\$844.80
7	REMOVE PIPE CULVERT	\$12.65	50.00 LIN FT	\$632.50	LIN FT	\$0.00	50.00 LIN FT	\$632.50
8	SALVAGE SIGN	\$52.80	3.00 EACH	\$158.40	EACH	\$0.00	3.00 EACH	\$158.40
9	SALVAGE & REINSTALL RECLAIM MATERIAL (EV) (P)	\$15.85	300.00 CU YD	\$4,755.00	CU YD	\$0.00	300.00 CU YD	\$4,755.00
10	COMMON EXCAVATION (EV) (P)	\$9.75	2,130.00 CU YD	\$20,767.50	CU YD	\$0.00	2,130.00 CU YD	\$20,767.50
11	SUBGRADE EXCAVATION	\$10.30	320.00 SQ YD	\$3,296.00	SQ YD	\$0.00	106.00 SQ YD	\$1,091.80
12	SELECT GRANULAR BORROW (LV)	\$17.80	650.00 CU YD	\$11,570.00	CU YD	\$0.00	0.00 CU YD	\$0.00
13	TOPSOIL BORROW (LV)	\$47.00	400.00 CU YD	\$18,800.00	CU YD	\$0.00	0.00 CU YD	\$0.00
14	AGGREGATE SURFACING (CV), CLASS 5	\$30.00	77.00 CU YD	\$2,310.00	CU YD	\$0.00	0.00 CU YD	\$0.00
15	AGGREGATE BASE (CV) (P), CLASS 5	\$35.00	1,430.00 CU YD	\$50,050.00	CU YD	\$0.00	1,430.00 CU YD	\$50,050.00
16	AGGREGATE BASE (LV), CLASS 5	\$30.00	200.00 CU YD	\$6,000.00	CU YD	\$0.00	0.00 CU YD	\$0.00
17	AGGREGATE SHOULDERING (CV), CLASS 1	\$51.00	206.00 CU YD	\$10,506.00	CU YD	\$0.00	0.00 CU YD	\$0.00
18	TYPE SP 9.5, NONWEARING COURSE MIXTURE (2,C)	\$77.00	1,600.00 TON	\$123,200.00	TON	\$0.00	511.00 TON	\$39,347.00
19	TYPE SP 9.5, WEARING COURSE MIXTURE (2,C)	\$79.50	1,200.00 TON	\$95,400.00	TON	\$0.00	0.00 TON	\$0.00
20	BITUMINOUS DRIVEWAY PATCH	\$21.24	980.00 SQ YD	\$20,815.20	SQ YD	\$0.00	0.00 SQ YD	\$0.00
21	12" RC PIPE CULVERT	\$90.59	52.00 LIN FT	\$4,710.68	LIN FT	\$0.00	52.00 LIN FT	\$4,710.68
22	12" RC PIPE APRON	\$871.00	2.00 EACH	\$1,742.00	EACH	\$0.00	2.00 EACH	\$1,742.00
23	12" GAS PIPE CULVERT	\$65.75	42.00 LIN FT	\$2,761.50	LIN FT	\$0.00	68.00 LIN FT	\$4,471.00
24	12" GAS PIPE APRON	\$343.15	2.00 LIN FT	\$686.30	LIN FT	\$0.00	4.00 LIN FT	\$1,372.60
25	CONCRETE CURB & GUTTER DESIGN D418	\$29.40	125.00 LN FT	\$3,675.00	LN FT	\$0.00	0.00 LN FT	\$0.00
26	CONCRETE DRIVEWAY PAVEMENT (6")	\$97.65	60.00 SQ YD	\$5,859.00	SQ YD	\$0.00	0.00 SQ YD	\$0.00
27	TRAFFIC CONTROL	\$2,310.00	1.00 LUMP SUM	\$2,310.00	LUMP SUM	\$0.00	0.50 LUMP SUM	\$1,155.00
28	STABILIZED CONSTRUCTION EXIT	\$765.40	1.00 LUMP SUM	\$765.40	LUMP SUM	\$0.00	1.00 LUMP SUM	\$765.40
29	INLET PROTECTION	\$158.35	2.00 EACH	\$316.70	EACH	\$0.00	1.00 EACH	\$158.35
30	SILT FENCE, MACHINE SLICED	\$2.40	707.00 LIN FT	\$1,696.80	LIN FT	\$0.00	280.00 LIN FT	\$672.00
31	SEED, FERTILIZE, HYDRAULIC MATRIX	\$5,518.60	0.87 ACRE	\$4,801.18	ACRE	\$0.00	0.00 ACRE	\$0.00
32	SEDIMENT CONTROL LOG TYPE WOOD CHIP	\$5.25	422.00 LIN FT	\$2,215.50	LIN FT	\$0.00	200.00 LIN FT	\$1,050.00
33	MAIL BOX SUPPORT	\$103.45	100.00 EACH	\$10,345.00	EACH	\$0.00	0.00 EACH	\$0.00
34	MAIL BOX (TEMPORARY)	\$1,055.75	1.00 LUMP SUM	\$1,055.75	LUMP SUM	\$0.00	1.00 LUMP SUM	\$1,055.75
35	SIGN TYPE C	\$211.15	2.00 EACH	\$422.30	EACH	\$0.00	0.00 EACH	\$0.00
36	INSTALL SIGN	\$95.00	3.00 EACH	\$285.00	EACH	\$0.00	0.00 EACH	\$0.00
37	MOBILIZATION	\$11,205.00	1.00 LUMP SUM	\$11,205.00	LUMP SUM	\$0.00	0.50 LUMP SUM	\$5,602.50
38	REMOVE MAILBOX SUPPORT	\$26.40	9.00 EACH	\$237.60	EACH	\$0.00	0.00 EACH	\$0.00
39	REMOVE PIPE CULVERTS	\$12.65	120.00 LIN FT	\$1,518.00	LIN FT	\$0.00	120.00 LIN FT	\$1,518.00
40	REMOVE METAL CULVERT	\$12.65	35.00 LIN FT	\$442.75	LIN FT	\$0.00	35.00 LIN FT	\$442.75
41	REMOVE BITUMINOUS PAVEMENT	\$2.75	142.00 SQ YD	\$390.50	SQ YD	\$0.00	142.00 SQ YD	\$390.50
42	GEOTEXTILE FABRIC TYPE 5	\$3.15	4,000.00 SQ YD	\$12,600.00	SQ YD	\$0.00	4,000.00 SQ YD	\$12,600.00
43	COMMON EXCAVATION (EV) (P)	\$9.75	1,888.00 CU YD	\$18,408.00	CU YD	\$0.00	1,888.00 CU YD	\$18,408.00
44	SELECT GRANULAR BORROW (CV) (P)	\$17.80	1,340.00 CU YD	\$23,852.00	CU YD	\$0.00	1,340.00 CU YD	\$23,852.00
45	AGGREGATE SURFACING (CV) CLASS 5	\$30.00	30.00 TON	\$900.00	TON	\$0.00	0.00 TON	\$0.00
46	AGGREGATE BASE (CV) CLASS 5	\$42.00	340.00 CU YD	\$14,280.00	CU YD	\$0.00	340.00 CU YD	\$14,280.00
47	FULL DEPTH RECLAMATION	\$2.40	3,466.00 SQ YD	\$8,318.40	SQ YD	\$0.00	3,466.00 SQ YD	\$8,318.40
48	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	\$79.00	540.00 TON	\$42,660.00	TON	\$0.00	0.00 TON	\$0.00
49	6" CAS PIPE APRON	\$369.50	8.00 EACH	\$2,956.00	EACH	\$0.00	8.00 EACH	\$2,956.00
50	15" CAS PIPE APRON	\$401.20	1.00 EACH	\$401.20	EACH	\$0.00	1.00 EACH	\$401.20

Pay Request No.:

2022 ROAD IMPROVEMENT PROJECT

CITY OF CROSSLAKE

BMI PROJECT NO. 0B1124577

WORK COMPLETED THROUGH FRIDAY, MAY 27, 2022



ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE		
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	
51	6" CAS PIPE CULVERT	\$63.35	120.00	LIN FT	\$7,602.00				
52	15" CAS PIPE CULVERT	\$68.60	64.00	LIN FT	\$4,390.40			120.00	LIN FT
53	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	\$881.00	7.19	LIN FT	\$6,334.39			64.00	LIN FT
54	NEENAH R4340-A BEEHIVE FRAME AND GRATE	\$1,319.65	2.00	EACH	\$2,639.30			7.00	LIN FT
55	MAIL BOX SUPPORT	\$103.45	9.00	EACH	\$931.05			2.00	EACH
56	MAIL BOX (TEMPORARY)	\$211.15	1.00	LUMP SUM	\$211.15			0.00	EACH
57	STABILIZED CONSTRUCTION EXIT	\$765.00	1.00	LUMP SUM	\$765.00			0.00	LUMP SUM
58	STORM DRAIN INLET PROTECTION	\$158.35	2.00	EACH	\$316.70			1.00	LUMP SUM
59	SILT FENCE, TYPE MS	\$2.40	275.00	LIN FT	\$660.00			1.00	EACH
60	SEDIMENT CONTROL LOG TYPE STRAW	\$3.70	260.00	LIN FT	\$962.00			200.00	LIN FT
61	SCREENED TOPSOIL BORROW (LV)	\$47.00	360.00	CU YD	\$16,920.00			100.00	LIN FT
62	FERTILIZER TYPE 1	\$1.05	100.00	POUND	\$105.00			0.00	CU YD
63	EROSION CONTROL BLANKET CATEGORY 3N	\$5.30	77.00	SQ YD	\$408.10			0.00	POUND
64	TURF REINFORCEMENT MAT CATEGORY 1	\$47.50	12.00	SQ YD	\$570.00			0.00	POUND
65	SEEDING	\$1,055.75	0.50	ACRE	\$527.88			0.00	SQ YD
66	SEED MIXTURE 25-121	\$7.40	30.00	POUND	\$222.00			0.00	SQ YD
67	SEED MIXTURE 25-151	\$5.30	100.00	POUND	\$530.00			0.00	ACRE
68	HYDRAULIC REINFORCED FIBER MATRIX	\$1.05	2,250.00	POUND	\$2,362.50			0.00	POUND
								0.00	POUND
								0	



**BOLTON
& MENK**

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F.2.h.
7656 Design Road
Suite 200
Baxter, MN 56425-8676

Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

June 8, 2022

Mike Lyonais, City Administrator
13888 Daggett Bay Road
Crosslake, MN 56442

RE: CSAH 66 Sanitary Sewer Extension – Contractor's Pay Application No. 1

Dear Mike:

Enclosed are three (3) copies of Contractor's Pay Application No. 1 for work completed through May 27, 2022 for the above referenced project. The value of the work completed as of this date was \$162,169.19. We retain 5% (\$8,108.46) of the work completed by contract and the City of Crosslake has not made a previous payment. Therefore, the net amount to pay is \$154,060.73.

We recommend City Council approval of the Contractor's Pay Application No. 1 in the amount of \$154,060.73.

Please retain one signed payment copy for your records, submit on copy to our office in Baxter, and submit the remaining copy to the Contractor with payment when approved.

If you have any questions, please contact me at 218-821-7265.

Sincerely,

Bolton & Menk, Inc.

Phillip M. Martin, PE
Principal Engineer

Enclosures – *Contractor's Pay Application No. 1 (3 copies)*

CONTRACTOR'S PAY REQUEST

CSAH 66 SANITARY SEWER EXTENSION PROJECT

DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF CROSSLAKE -

BMI PROJECT NO. B11.11904

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$2,088,000.00
TOTAL, COMPLETED WORK TO DATE	\$162,169.19
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$162,169.19
RETAINED PERCENTAGE (5.0%)	\$8,108.46
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$154,060.73
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO.	\$154,060.73

CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor:

Casper Construction Inc.
212 SE 10th Street
Grand Rapids, MN 55744

By



Senior Estimator/Project Manager

Name

Title

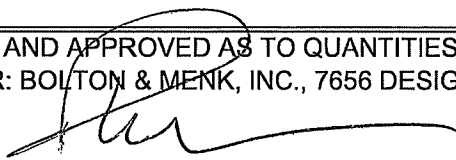
Date

06/07/2022

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 7656 DESIGN ROAD, STE 200, BAXTER, MN 56425

By



, CONSULTING ENGINEER

Date

6/8/2022

APPROVED FOR PAYMENT:

OWNER:

By

Name

Title

Date

And

Name

Title

Date

Pay Request No.:

CSAH 66 SANITARY SEWER EXTENSION PROJECT

CITY OF CROSSLAKE

BMI PROJECT NO. B11.11904

WORK COMPLETED THROUGH FRIDAY, MAY 27, 2022



Real People. Real Solutions.

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$80,055.56	1.00 LUMP SUM	\$80,055.56	LUMP SUM	\$0.00	0.25 LUMP SUM	\$20,013.89
2	CLEARING AND GRUBBING	\$375.00	1.00 EACH	\$375.00	EACH	\$0.00	0.00 EACH	\$0.00
3	CLEARING AND GRUBBING	\$10,000.00	0.30 ACRE	\$3,000.00	ACRE	\$0.00	0.00 ACRE	\$0.00
4	2-YEAR MAINTENANCE	\$15,000.00	1.00 LUMP SUM	\$15,000.00	LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
5	REMOVE CABLE FENCE	\$6.75	450.00 LIN FT	\$3,037.50	LIN FT	\$0.00	0.00 LIN FT	\$0.00
6	REMOVE PIPE SEWERS	\$7.00	1,957.00 LIN FT	\$13,699.00	LIN FT	\$0.00	120.00 LIN FT	\$840.00
7	REMOVE BITUMINOUS PAVEMENT	\$3.15	21,998.00 SQ YD	\$69,293.70	SQ YD	\$0.00	12,335.00 SQ YD	\$38,855.25
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	\$3.00	4,181.00 SQ YD	\$12,543.00	SQ YD	\$0.00	2,734.00 SQ YD	\$8,202.00
9	REMOVE CURB & GUTTER	\$2.00	5,486.00 LIN FT	\$10,972.00	LIN FT	\$0.00	2,936.00 LIN FT	\$5,872.00
10	REMOVE CONCRETE DRIVEWAY PAVEMENT	\$5.00	400.00 SQ YD	\$2,000.00	SQ YD	\$0.00	186.00 SQ YD	\$930.00
11	REMOVE DRAINAGE STRUCTURE	\$345.00	25.00 EACH	\$8,625.00	EACH	\$0.00	3.00 EACH	\$1,035.00
12	REMOVE CASTING	\$95.00	25.00 EACH	\$2,375.00	EACH	\$0.00	3.00 EACH	\$285.00
13	COMMON EXCAVATION (P) (EV)	\$4.80	8,086.00 CU YD	\$38,812.80	CU YD	\$0.00	2,321.00 CU YD	\$11,140.80
14	CHANNEL AND POND EXCAVATION (P) (EV)	\$11.00	1,959.00 CU YD	\$21,549.00	CU YD	\$0.00	0.00 CU YD	\$0.00
15	COMMON LABORERS	\$100.00	10.00 HR	\$1,000.00	HR	\$0.00	0.00 HR	\$0.00
16	SKID LOADER	\$165.00	10.00 HR	\$1,650.00	HR	\$0.00	0.00 HR	\$0.00
17	FINE FILTER AGGREGATE (LV)	\$18.50	425.50 CU YD	\$7,871.75	CU YD	\$0.00	0.00 CU YD	\$0.00
18	COMPOST GRADE 2 (LV)	\$82.75	106.10 CU YD	\$8,779.78	CU YD	\$0.00	0.00 CU YD	\$0.00
19	AGGREGATE BASE (CV) (P) CLASS 5	\$14.00	3,870.00 CU YD	\$54,180.00	CU YD	\$0.00	0.00 CU YD	\$0.00
20	AGGREGATE BASE (CV) (P) CLASS 5 (TRAIL)	\$37.00	570.00 CU YD	\$21,090.00	CU YD	\$0.00	0.00 CU YD	\$0.00
21	TYPE SP 9.5 WEARING COURSE SPECIAL (WMA)	\$73.00	2,540.00 TON	\$185,420.00	TON	\$0.00	0.00 TON	\$0.00
22	TYPE SP 12.5 WEARING COURSE SPECIAL (WMA)	\$76.00	2,540.00 TON	\$193,040.00	TON	\$0.00	0.00 TON	\$0.00
23	TYPE SP 9.5 WEARING COURSE (TRAIL)	\$75.00	430.00 TON	\$32,250.00	TON	\$0.00	0.00 TON	\$0.00
24	CONCRETE CURB & GUTTER DESIGN B624	\$21.00	5,486.00 LIN FT	\$115,206.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
25	6" CONCRETE DRIVEWAY PAVEMENT	\$65.85	350.00 SQ YD	\$23,047.50	SQ YD	\$0.00	0.00 SQ YD	\$0.00
26	6" CONCRETE WALK	\$11.54	1,000.00 SQ FT	\$11,540.00	SQ FT	\$0.00	0.00 SQ FT	\$0.00
27	DRILL & GROUT DOWEL BAR (EPOXY COATED)	\$8.50	39.00 EACH	\$331.50	EACH	\$0.00	0.00 EACH	\$0.00
28	BITUMINOUS DRIVEWAY PATCH	\$40.84	569.00 SQ YD	\$23,237.96	SQ YD	\$0.00	0.00 SQ YD	\$0.00
29	TRUNCATED DOMES	\$45.00	100.00 SQ FT	\$4,500.00	SQ FT	\$0.00	0.00 SQ FT	\$0.00
30	TRAFFIC CONTROL	\$5,900.00	1.00 LUMP SUM	\$5,900.00	LUMP SUM	\$0.00	0.25 LUMP SUM	\$1,475.00
31	SILT FENCE TYPE MS	\$3.00	1,400.00 LIN FT	\$4,200.00	LIN FT	\$0.00	540.00 LIN FT	\$1,620.00
32	COMMON TOPSOIL BORROW (LV)	\$54.00	700.00 CU YD	\$37,800.00	CU YD	\$0.00	0.00 CU YD	\$0.00
33	TURF ESTABLISHMENT 1	\$14,500.00	1.20 ACRE	\$17,400.00	ACRE	\$0.00	0.00 ACRE	\$0.00
34	TURF ESTABLISHMENT 2	\$14,500.00	0.30 ACRE	\$4,350.00	ACRE	\$0.00	0.00 ACRE	\$0.00
35	EROSION CONTROL BLANKETS CATEGORY 3N	\$2.95	305.00 SQ YD	\$899.75	SQ YD	\$0.00	0.00 SQ YD	\$0.00
36	STABILIZED CONSTRUCTION EXIT	\$6,500.00	1.00 LUMP SUM	\$6,500.00	LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
37	STORM DRAIN INLET PROTECTION	\$150.00	36.00 EACH	\$5,400.00	EACH	\$0.00	20.00 EACH	\$3,000.00
38	SEDIMENT CONTROL LOG TYPE WOOD CHIP	\$6.00	190.00 LIN FT	\$1,140.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
39	PLANTINGS	\$50.00	650.00 EACH	\$32,500.00	EACH	\$0.00	0.00 EACH	\$0.00
40	PLANTINGS SOIL (LV)	\$45.00	225.00 CU YD	\$10,125.00	CU YD	\$0.00	0.00 CU YD	\$0.00
41	CROSSWALK MULTI COMP	\$4.80	192.00 SQ FT	\$921.60	SQ FT	\$0.00	0.00 SQ FT	\$0.00
42	4" BROKEN LINE YELLOW-EPOXY	\$0.40	480.00 LIN FT	\$192.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
43	4" DOUBLE SOLID LINE YELLOW-EPOXY	\$0.80	2,105.00 LIN FT	\$1,684.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
44	4" SOLID LINE WHITE-EPOXY	\$0.40	8,979.00 LIN FT	\$3,591.60	LIN FT	\$0.00	0.00 LIN FT	\$0.00
45	8" SOLID LINE WHITE-EPOXY	\$3.80	165.00 LIN FT	\$627.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
46	24" SOLID LINE WHITE-EPOXY	\$6.50	54.00 LIN FT	\$351.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
47	12" RC PIPE APRON	\$1,200.00	3.00 EACH	\$3,600.00	EACH	\$0.00	0.00 EACH	\$0.00
48	15" RC PIPE APRON	\$1,265.00	2.00 EACH	\$2,530.00	EACH	\$0.00	0.00 EACH	\$0.00
49	12" RCP PIPE	\$56.50	2,012.00 LIN FT	\$113,678.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
50	15" RCP PIPE	\$63.00	509.00 LIN FT	\$32,067.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00

Pay Request No.:

CSAH 66 SANITARY SEWER EXTENSION PROJECT

CITY OF CROSSLAKE
BMI PROJECT NO. B11.11904

WORK COMPLETED THROUGH FRIDAY, MAY 27, 2022



ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
51	CONNECT TO EXISTING STORM SEWER	\$475.00	5.00 EACH	\$2,375.00	EACH	\$0.00	0.00 EACH	\$0.00
52	CONNECT TO EXISTING SANITARY SEWER	\$325.00	1.00 EACH	\$325.00	EACH	\$0.00	1.00 EACH	\$325.00
53	8" PVC PIPE SEWER	\$60.00	243.00 LIN FT	\$14,580.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
54	10" PVC PIPE SEWER	\$70.25	4,686.00 LIN FT	\$329,191.50	LIN FT	\$0.00	623.00 LIN FT	\$43,765.75
55	10X4 PVC WYE	\$800.00	58.00 EACH	\$46,400.00	EACH	\$0.00	4.00 EACH	\$3,200.00
56	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	\$540.00	101.80 LIN FT	\$54,972.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
57	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	\$550.00	54.90 LIN FT	\$30,195.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
58	CONSTRUCT RAIN GUARDIAN TURRET	\$4,975.00	1.00 EACH	\$4,975.00	EACH	\$0.00	0.00 EACH	\$0.00
59	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	\$430.00	290.00 LIN FT	\$124,700.00	LIN FT	\$0.00	33.00 LIN FT	\$14,190.00
60	4" PVC PIPE SEWER	\$52.25	2,150.00 LIN FT	\$112,337.50	LIN FT	\$0.00	142.00 LIN FT	\$7,419.50
61	6" PVC DRAIN TILE CLEANOUT	\$325.00	9.00 EACH	\$2,925.00	EACH	\$0.00	0.00 EACH	\$0.00
62	6" PERF TP PIPE DRAIN	\$23.00	570.00 LIN FT	\$13,110.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
63	6" GATE VALVE & BOX	\$2,500.00	3.00 EACH	\$7,500.00	EACH	\$0.00	0.00 EACH	\$0.00
64	CASTING ASSEMBLY (SANITARY)	\$1,400.00	18.00 EACH	\$25,200.00	EACH	\$0.00	0.00 EACH	\$0.00
65	CASTING ASSEMBLY (A-7)	\$750.00	2.00 EACH	\$1,500.00	EACH	\$0.00	0.00 EACH	\$0.00
66	CASTING ASSEMBLY (B-13)	\$1,050.00	28.00 EACH	\$29,400.00	EACH	\$0.00	0.00 EACH	\$0.00
67	CASTING ASSEMBLY (R-2561)	\$850.00	4.00 EACH	\$3,400.00	EACH	\$0.00	0.00 EACH	\$0.00
68	TRAFFIC BARRIER DESIGN B8307	\$55.50	450.00 LIN FT	\$24,975.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
69	END TREATMENT - SLOTTED RAIL TERMINAL	\$5,000.00	2.00 EACH	\$10,000.00	EACH	\$0.00	0.00 EACH	\$0.00
							0	0
TOTAL AMOUNT:				\$2,088,000.00		\$0.00		\$162,169.19

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SOLUTIONS PROPOSAL



PREPARED FOR:

Crosslake Police Department
Chief Erik Lee
eriklee@crosslake.net
(218) 692-2222

PREPARED BY:

Karen James
kjames@lexipol.com
(949) 325-1230

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, training, mental health and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 8,100 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 320 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, develop training or wellness content or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Crosslake Police Department to address your unique challenges.

Scope of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Law Enforcement Operations Procedures

To ensure consistent, effective and safe operations, a law enforcement agency's procedures should align with its policies and be accessible in an easy-to-understand format. Lexipol's Law Enforcement Procedure Guide and Framework, based on national best practices, gives you the guidance and a template to build such a procedure manual.

- More than 40 procedure guides designed to help you ensure your procedures follow important policy requirements and national best practices
- Each procedure provides an editable template to conveniently author new content and merge existing agency content
- Procedures are aligned with Lexipol policy requirements to address the most important operations of a law enforcement agency
- Well-structured and policy-aligned procedures enhance preparation for accreditation assessments

Agency-Specific Content Extraction

This service is perfect for agencies that wish to populate one or more Supplemental Publication Service (SPS) manuals with their existing content. We'll do the heavy lifting of incorporating your agency's supplemental content (procedures, guidelines, general orders, training guide or a secondary policy manual) into the SPS. Access to an electronic copy of your existing content and a subscription to the Supplemental Publication Service (SPS) is required.

- Data entry of agency procedures or supplemental content into Lexipol's Knowledge Management System (KMS). Note: Lexipol reserves the right to limit the amount of content being imported into the SPS.
- Consistent, professional formatting for your agency's policy-related content
- Hyperlink related content for enhanced end-user experience

Standard Policy Cross-Reference

Making the transition to Lexipol starts with understanding how your agency's current policy content compares with Lexipol's master policy content. Our Standard Policy Cross-Reference service provides a logical method to distinguishing between the two.

- Analysis of your existing policies and procedures to identify content similar to Lexipol's state specific master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual
- Your existing policies returned with annotations and tips to integrate into the Lexipol master content
- One-on-one review with your agency to discuss the cross-reference report

Group Integration Workshop

Keep your policy implementation project on track with weekly sessions led by a Lexipol Implementation Specialist experienced in policy implementation. After these sessions, you will have reviewed approximately 80% of the Lexipol manual, empowering your project manager to complete implementation independently.

- Weekly 90-minute group sessions for 13 weeks
- Review of key policies in group setting
- Assignments identify which policies to focus on for the coming week
- Time allotted for questions that surface during your policy review process
- Office hours (2 hours/week) available for support outside of class

Proposal

Prepared By: Karen James
Phone: (949) 325-1230
Email: kjames@lexipol.com

Quote #: Q-34087-4
Date: 3/15/2022
Valid Through: 7/8/2022

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 8,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

Subscription Pro-rated 6 mos
(Jul thru Dec 2022)

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (Start: 7/1/2022 End: 12/31/2022)	USD 3,145.50	10%	USD 314.55	USD 2,830.95
	Subscription Line Items Total			USD 314.55	USD 2,830.95
				USD 314.55	USD 2,830.95
Subscription Pro-rated 6 mos (Jul thru Dec 2022) Discount:					USD 314.55
Subscription Pro-rated 6 mos (Jul thru Dec 2022) TOTAL:					USD 2,830.95

Implementation Support

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Standard Policy Cross-Reference	USD 4,375.00	10%	USD 437.50	USD 3,937.50
1	Law Enforcement Agency-Specific Content Extraction	USD 2,195.00	10%	USD 219.50	USD 1,975.50
1	Law Enforcement Group Integration Workshop (XX Attendees)	USD 3,000.00	15%	USD 450.00	USD 2,550.00
	One-Time Line Items Total			USD 1,107.00	USD 8,463.00
				USD 1,107.00	USD 8,463.00
Implementation Support Discount:					USD 1,107.00
Implementation Support TOTAL:					USD 8,463.00

Subscription 1-Year (Jan thru
Dec 2023)

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (12 Months)	USD 6,291.00	10%	USD 629.10	USD 5,661.90
	Subscription Line Items Total			USD 629.10	USD 5,661.90
				USD 629.10	USD 5,661.90
Subscription 1-Year (Jan thru Dec 2023) Discount:					USD 629.10
Subscription 1-Year (Jan thru Dec 2023) TOTAL:					USD 5,661.90

*Law Enforcement pricing is based on 6 Law Enforcement Sworn Officers. Cross Reference Professional Services pricing is based on 420 pages.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Notes

Subscription pricing for Crosslake PD-MN is based on 6 FT + 4 PT sworn (6 FTE). This agency is one of 6 (six) members applying as a "Group" for a 2022 Sourcewell Grant to purchase Lexipol. Anticipated grant approval June 2022. If grant is approved each participating member agency will return signed Lexipol Agreement no later than 7/1/2022 for a July start-date with Lexipol. If grant is not approved, agency has the option to move forward with Lexipol at non-discounted rate.

BILLING: Agency can start as early as June 22, 2022 with no charge for the remainder of June - Agency will be invoiced July 1, 2022 with payment terms extended from 30-days to 60 days due.

Discount Notes

MN Group Discount (for 6 Sourcewell member participants with subscription start on or before 7/1/2022). Each member of MN Group is eligible for the following: 15% discount on one-time Implementation Group Workshop; 10% discount on one-time policy implementation services; 10% annual subscription discount.



MASTER SERVICE AGREEMENT

Agency's Name: Crosslake Police Department
Agency's Address: 37028 Co Rd 66
Crosslake, Minnesota 56442

Agency's Sourcwell Member ID: 16521

Attention: Chief Erik Lee

Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions Specific to this Agreement

This Agreement is entered into subject to the terms and conditions contained in **Sourcwell Contract Number 011822-LXP (the Sourcwell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcwell Contract, the terms and conditions of the Sourcwell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Crosslake Police Department

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Subscription Pro-rated 6 mos
(Jul thru Dec 2022)

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (Start: 7/1/2022 End: 12/31/2022)	USD 3,145.50	10%	USD 314.55	USD 2,830.95
	Subscription Line Items Total			USD 314.55	USD 2,830.95
				USD 314.55	USD 2,830.95
Subscription Pro-rated 6 mos (Jul thru Dec 2022) Sourcewell Discount:					USD 314.55
Subscription Pro-rated 6 mos (Jul thru Dec 2022) TOTAL:					USD 2,830.95

Implementation Support

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Law Enforcement Standard Policy Cross-Reference	USD 4,375.00	10%	USD 437.50	USD 3,937.50
1	Law Enforcement Agency-Specific Content Extraction	USD 2,195.00	10%	USD 219.50	USD 1,975.50
1	Law Enforcement Group Integration Workshop (XX Attendees)	USD 3,000.00	15%	USD 450.00	USD 2,550.00
	One-Time Line Items Total			USD 1,107.00	USD 8,463.00
				USD 1,107.00	USD 8,463.00
Implementation Support Sourcewell Discount:					USD 1,107.00
Implementation Support TOTAL:					USD 8,463.00

Subscription 1-Year (Jan thru Dec 2023)

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (12 Months)	USD 6,291.00	10%	USD 629.10	USD 5,661.90

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
	Subscription Line Items Total			USD 629.10	USD 5,661.90
				USD 629.10	USD 5,661.90
Subscription 1-Year (Jan thru Dec 2023) Sourcewell Discount:					USD 629.10
Subscription 1-Year (Jan thru Dec 2023) TOTAL:					USD 5,661.90

*Law Enforcement pricing is based on 6 Law Enforcement Sworn Officers. Cross Reference Professional Services pricing is based on 420 pages.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

Notes

Subscription pricing for Crosslake PD-MN is based on 6 FT + 4 PT sworn (6 FTE). This agency is one of 6 (six) members applying as a "Group" for a 2022 Sourcewell Grant to purchase Lexipol. Anticipated grant approval June 2022. If grant is approved each participating member agency will return signed Lexipol Agreement no later than 7/1/2022 for a July start-date with Lexipol. If grant is not approved, agency has the option to move forward with Lexipol at non-discounted rate.

BILLING: Agency can start as early as June 22, 2022 with no charge for the remainder of June - Agency will be invoiced July 1, 2022 with payment terms extended from 30-days to 60 days due.

Discount Notes

MN Group Discount (for 6 Sourcewell member participants with subscription start on or before 7/1/2022). Each member of MN Group is eligible for the following: 15% discount on one-time Implementation Group Workshop; 10% discount on one-time policy implementation services; 10% annual subscription discount.

Exhibit B
Terms and Conditions of Service

1. Definitions. For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

1.1 "Agency" means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 "Agreement" means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 "Derivative Work(s)" means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 "Effective Date" means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Service(s)" means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 "Subscription Materials" means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. Term. The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

3. Termination.

3.1 For Cause. The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 For Convenience. The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

4. **Effect of Expiration or Termination.** Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. **Fees and Invoicing.** Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

6. **Service-Specific Terms.** The following sections apply to specific Lexipol Services:

6.1 **Policy.** Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 **Learning.** Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

6.3 Wellness. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 Grants. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

6.5 Generally; Injunctive Relief. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

7. Account Security. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. Privacy Policy. Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

9. Confidentiality. During the term of the Agreement, either party may be required to disclose information to the other party that is marked "confidential" or is of such a type that the confidentiality thereof is reasonably apparent (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents.

10. Warranty Disclaimer. ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. Limitation of Liability. Lexipol's cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. General Terms.

12.1 General Interpretation. The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 Invalidity of Provisions. Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

12.3 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 Governing Law. The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.5 Compliance with Laws. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 Notices. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

Lexipol Service Level Agreement for Cloud-Based Services

1. **Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
2. **Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
3. **Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.