

WAYZATA CITY COUNCIL MEETING AGENDA
 Wayzata City Hall Community Room, 600 Rice Street
 Tuesday, January 05, 2016

7:00 PM - CITY COUNCIL MEETING

| ITEM | DESCRIPTION | PRESENTER | JM | AM | KW | BA | ST | VOTE | PAGE # |
|------|---|-----------------|----|----|----|----|----|------|--------|
| 1 | Roll Call | | | | | | | | |
| 2 | Approve Agenda | | | | | | | | |
| 3 | Public Forum - 15 Minutes (3 min/person) | | | | | | | | |
| a. | Presentation of Chamber Exceptional Service Award | Sarah Kaelberer | | | | | | | |
| 4 | New Agenda Items (3 min/councilmember) - 1. Councilmember suggest item to add; 2. Must be seconded by another Councilmember; 3. Determine staff resources, scheduling & timeframe; 4. Discuss & vote to add to future agenda | | | | | | | | |
| a. | | | | | | | | | |
| 5 | Consent Agenda | | | | | | | | 2 |
| a. | Approval of City Council Workshop Meeting Minutes of December 15, 2015 and City Council Regular Meeting Minutes of December 15, 2015 | | | | | | | | |
| b. | Approval of Check Register | | | | | | | | |
| c. | Municipal Licenses Which Received Administrative Approval (Informational Only) | | | | | | | | |
| d. | Approval of Municipal Licenses | | | | | | | | |
| e. | Consider Second Reading of Ordinance No. 756 - Telecommunications | | | | | | | | |
| f. | Consider 5:30 pm on April 5, 2016 Date for Local Board of Appeal and Equalization Meeting | | | | | | | | |
| g. | Approval of Resolution No. 02-2016 Adopting the 2016 City Council Meeting Schedule | | | | | | | | |
| 6 | New Business | | | | | | | | |
| a. | Consider Resolution No. 01-2016 Designating Appointments & Assignments for 2016 | Reeder | | | | | | | 65 |
| b. | Consider Approval of Contract with Minnetonka Community Education for Summer 2016 Recreation Programs for Various Activities | Dudinsky | | | | | | | 67 |
| c. | Consider Resolution No. 03-2016 Approving a Fence Height Variance at 324 Bushaway Rd | Thomson | | | | | | | 85 |
| d. | Consider Resolution No. 04-2015 Reimbursement Resolution for the Issuance of Tax Exempt Bonds for the Mill Street Ramp | Thomson | | | | | | | 110 |
| e. | Consider Approval of Agreement with HGA/Walker for Architectural & Engineering Services | Thomson | | | | | | | 113 |
| 7 | City Manager's Report and Discussion Items | | | | | | | | |
| 8 | Public Forum (as necessary) | | | | | | | | |
| 9 | Adjournment | | | | | | | | |

Meeting Rules of Conduct:

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

Upcoming Meetings:

- City Council - January 19 & February 2, 2016
- Planning Commission - January 25 & February 1, 2016

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WAYZATA CITY COUNCIL
DRAFT-WORKSHOP MEETING MINUTES
December 15, 2015

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5:00 PM DISCUSS PARKING RAMP DESIGN & FINANCING OPTIONS

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Mayor Willcox called the workshop meeting to order at 5:00 pm in the Community Room at Wayzata City Hall. Council Members present: Anderson, McCarthy, Mullin and Tyacke. Also present: City Manager Nelson, Interim City Manager Reeder, Director of Planning & Building Thomson, City Attorney Schelzel, and City Consultant Stacie Kvilvang with Ehlers and Associates.

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Ms. Nelson stated that at the November 17th City Council meeting, Council voted to finalize the Programming and Pre-Design for the Mill Street Ramp and directed staff to proceed with Architectural and Engineering services for a Grade + 2 level ramp. The motion made by Council included direction for staff to explore design options to address scale/massing of the structure, as well as for a roof and amenities that would screen the ramp from a visual and security perspective as viewed from the neighborhood to the north. Council further directed staff to reach out to potential design firms to see if they would be willing to put forth design concepts on a pro-bono basis.

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Ms. Nelson introduced Terry Hakkola from Walker Parking Consultants, and Victor Pechaty and Jonah Ritter from HGA architects. She explained that they have agreed to provide the City with some design concepts on a pro-bono basis, and will outline their experience and proposal.

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Mr. Hakkola, Mr. Pechaty and Mr. Ritter reviewed a PowerPoint presentation which illustrated several concept designs for the Mill Street parking ramp.

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Ms. Nelson informed the Council that staff has continued to explore financing options for the ramp as well, with the City's financial advisors and legal counsel. She said that staff has determined that a TIF Revenue Bond, issued by the HRA (Housing and Redevelopment Authority) could be utilized to fund the ramp project. The bond would not need to be backed by the general obligation (GO) of the City, but only by the TIF revenue stream from the Wayzata Bay Center Redevelopment and the potential use of the Widsten TIF district funds. This bond would be issued under the authority of the HRA. She said the costs of issuance are greater (higher rate, debt coverage, and reserve requirements) in a non-GO backed bond and would need to be weighed in considering the use of the HRA for issuance.

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5:45 PM WAYZATA COUNTRY CLUB GUN RANGE

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Mayor Willcox called the workshop meeting to order at 5:45 pm in the Community Room at Wayzata City Hall. Council Members present: Anderson, McCarthy, Mullin and Tyacke. Also present: City Manager Nelson, Interim City Manager Reeder, Director of Planning & Building Thomson, Police Chief Risvold, and City Attorney Schelzel.

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Chief Risvold provided the Council with some background information regarding the Wayzata Country Club Gun Range. He stated that the Wayzata Country Club ("WCC") has operated a trap/skeet shooting range on Wayzata Country Club property since obtaining permission from the City in 1956. The permission was granted by City Council action on October 2, 1956. The only parameters addressed in granting this permission was the location of the range and the types of firearms allowed.

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Chief Risvold stated that over the years, the City and police department have received complaints about the gun range from time to time, mostly involving the noise from guns firing on the range. Complaints to the police department in 1999 resulted in Wayzata Police conducting decibel reading tests surrounding firearm discharge at the range. In late 2014/early, 2015, Wayzata Police again received complaints relative to noise and the operation of the gun range at WCC. Areas of concern brought up by neighbors at

1 the time included noise, potential use of lead ammunition in and around a wetland, increased use of the
2 range as a selling point for WCC membership, and range operations every weekend, diminishing the
3 neighborhood's quality of life and potentially affecting property values.
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5 City staff spoke with the neighbors voicing the complaints and listened to their concerns. Staff also met
6 with representatives of WCC. It was hoped through those meetings that the two sides would get together
7 and come to some type of compromise resolution to the concerns. In July, 2015, Chief Risvold received a
8 copy of a letter drafted by an attorney on behalf of the Myrtlewood neighborhood to the WCC demanding
9 that the gun range be shut down. Chief Risvold said that it was his understanding that no meeting
10 between the two sides ever took place. Since the range has opened up again in the fall of 2015, Chief
11 Risvold stated that he has received another complaint. Based on this information, staff felt a City Council
12 workshop was appropriate.
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14 After discussion, the Council directed staff to prepare proposal for amending City ordinances as
15 appropriate to put in place a formal permitting process for operation of a gun range.
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17 **6:30 PM REVIEW 529 INDIAN MOUND E. REDEVELOPMENT CONCEPT PLAN**

18 Mayor Willcox called the workshop meeting to order at 6:30 pm in the Community Room at Wayzata
19 City Hall. Council Members present: Anderson, McCarthy, Mullin and Tyacke. Also present: City
20 Manager Nelson, Interim City Manager Reeder, Director of Planning & Building Thomson, and City
21 Attorney Schelzel.
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23 Mr. Thomson stated that Ron Clark Construction & Design is proposing to develop the vacant property at
24 529 Indian Mound East. The proposed concept consists of a three-story condominium building with one
25 level of indoor parking on the basement level. The building would contain five (5) condominium units
26 and shared common space.
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28 The Council reviewed the concept plans and provided feedback on the proposed concept as it would relate
29 to the City's Comprehensive Plan, zoning and land use designations, density, building height, stormwater
30 management, and design standards.
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32 The workshop meetings were adjourned at 6:55 pm.
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34 Respectfully submitted,
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37 Becky Malone
38 Deputy City Clerk

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WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
December 15, 2015

AGENDA ITEM 1. Call to Order and Roll Call.

Mayor Willcox called the meeting to order at 7 p.m. Council Members present: Anderson, McCarthy, Mullin and Tyacke. Also present: City Manager Nelson, Interim City Manager Reeder, Director of Planning and Building Thomson, Public Services Director Dudinsky, and City Attorney Schelzel.

AGENDA ITEM 2. Approve Agenda.

Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to approve the agenda, as presented. The motion carried 5/0.

Mayor Willcox reported that Council met in Workshop prior to the meeting and reviewed and discussed information related to the proposed Mill Street parking ramp design and financing, the Wayzata Country Club shooting range, and a development concept for 529 Indian Mound East.

AGENDA ITEM 3. Public Forum – 15 Minutes (3 minutes per person).

a. Recognition of Holiday Lighting and Decorating Contest Winner

Beth Anderson, Watermark Stationary, 775 East Lake Street, announced McCormick's as the winner for the Holiday Lighting and Decorating Contest.

b. Bushaway Project Update

Trudy Richter, representative for Shafer Consulting Company, presented an update on the Bushaway Road project, and reported that the digging for the shoofly track is completed. The railroad made a firm commitment to put their track panels and ties in place during the winter, which takes about 30 days. In early spring, there will be a final closure to simultaneously build the new curve and also do the last retaining wall at the pinch point.

Mr. Tyacke asked how long it will take to build the bridge. Ms. Richter stated she did not know but would get the information to the Council.

c. Dock Storage

Ms. Cathy Carlson, 226 Minnetonka Avenue North, stated she is concerned about how the temporary docks are being stored along the Lakeshore. Director of Public Service Dudinsky stated staff will look into it.

AGENDA ITEM 4. New Agenda Items.

Mrs. Anderson suggested that the Council discuss if there are ways to utilize the financial task force.

Mr. Wilcox gave some of the history of the task force, and stated they were helpful during the recession and have been annually updated on the financial status of the City.

Mrs. McCarthy stated they did very good work and there may be an opportunity to use their skills with the big initiatives the City is undertaking.

Mr. Willcox stated the City should keep the task force in mind as a resource but be careful not to burden them with too much work.

AGENDA ITEM 5. Consent Agenda.

Mrs. McCarthy made a motion, seconded by Mr. Tyacke, to approve the consent agenda:

- a. City Council Workshop Meeting Minutes of December 1, 2015 and City Council Regular Meeting Minutes of December 1, 2015

- 1 b. Approval of Check Register
- 2 c. Municipal Licenses Which Received Administrative Approval (Informational Only)
- 3 d. Approval of Municipal Licenses
- 4 e. Police Activity Report
- 5 f. Building Activity Report
- 6 g. Approval of LCMD Community Room Use Agreement and Cable TV Video Production
- 7 License Agreement for 2016
- 8 h. Approval of the 2016 Lease Agreement with the Wayzata Chamber of Commerce for the
- 9 Wayzata Depot at 402 Lake Street East
- 10 i. Approval of Revised Contract with Fred Miller for Videography Services
- 11 j. Approval of Fire Service Contracts for 2016 with the City of Woodland and with the City
- 12 of Orono
- 13 k. Approval of Addendum to Recording Secretary Service Agreement with TimeSaver Off
- 14 Site Secretarial, Inc.

15 The motion carried 5/0.

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17 **AGENDA ITEM 6. Public Hearing.**

- 18 **a. Micro-brewery Off-Sale Malt Liquor License (Growler Sales License); Sunday**
- 19 **Micro-brewery Off-Sale Malt Liquor License (Sunday Growler Sales License); and**
- 20 **Micro-Distillery Liquor License (Micro-Distillery) at Wayzata Brew Works, LLC**
- 21 **DBA “Wayzata Brew Works” at 294 Grove Lane East, #150**

22 City Manager Nelson reported on the application, stating Wayzata Brew Works will have a first

23 floor indoor micro-brewery and micro-distillery, and outdoor patio on the south side of the

24 establishment.

25 Mr. Robert Klick, Wayzata Brew Works President, stated he wants to bring a first class

26 and family-friendly brewery and distillery to Wayzata.

27 Mrs. McCarthy asked about the current ownership of Wayzata Brew Works and whether

28 the original owners will still part of the business. Mr. Klick stated Mr. Cavanaugh is no longer

29 involved or part of the ownership of the business.

30 In response to Mr. Tyacke’s question about citations at other restaurants, Mr. Klick stated

31 people need to drink responsibly and he will train his staff and work with Wayzata City Police to

32 make the environment as safe as possible. He further clarified that Wayzata Brew Works is not

33 affiliated with the brewery and taproom in Excelsior.

34 Mr. Klick thanked the City staff and Council for all their patience and work with this

35 application, and stated they plan to open in mid-February 2016.

36 Mayor Willcox opened the public hearing at 7:25 p.m.

37 Mr. Michael Mergens, representing Berry & Co, Inc., 253 Lake Street East, commented

38 that the property’s parking requirements with TCF Bank state, that TCF is not receiving any

39 compensation for this and can terminate the parking agreement at any time with 30 days’ notice.

40 He indicated this parking agreement should be in place for as long as the liquor license, until the

41 next renewal period, and requested a hold be put on the issuance of a license until the parking

42 agreement timeline matches the micro-distillery license.

43 City Attorney Schelzel stated Mr. Mergens is referring to a condition for the land use

44 approval, and not criteria for approval of a liquor license, though failure to meet any condition of

45 a land use approval could jeopardize the business.

46 Director of Planning and Building Thomson commented that Berry & Co, Inc. had raised

47 this with staff, and there was a comprehensive look at parking issues for the microbrewery and

48 tap room when the CUP was approved in January 2015. The components looked at were possible

49 parking across the street, potential construction of proof of parking stalls, and a shared use with

50 peak hour demands not all happening at the same time.

1 Mr. Tyacke asked if any of the parking across the street was dedicated parking for
2 Wayzata Brew Works. Mr. Thomson responded there were no dedicated spots, but the plan was
3 for Wayzata Brew Works to team up with a valet service and utilize the spots across the street
4 with that service.

5 Mayor Willcox closed the public hearing at 7:32 p.m.

6 Mrs. McCarthy made a motion, seconded by Mrs. Anderson, to approve Micro-Brewery
7 On-Sale Taproom Liquor License, Sunday Micro-Brewery On-Sale Taproom Liquor License,
8 Micro-Brewery Off-Sale Malt Liquor License, Sunday Micro-Brewery Off-Sale Malt Liquor
9 License, and a Micro-Distillery Liquor License for Wayzata Brew Works, LLC DBA “Wayzata
10 Brew Works” at 294 Grove Lane East, #150. The motion carried 5/0.

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12 **AGENDA ITEM 7. New Business.**

13 **a. Approve Structure and Membership of Lake Effect Conservancy and Approve**
14 **Contract Addendum with Groundwork**

15 Director of Planning and Building Thomson gave a brief overview of the action steps the Council
16 should pursue pertaining to the Lake Effect Conservancy.

17 Ms. Mary deLaitre, Lake Effect Project Coordinator, reported on moving forward with
18 the Lake Effect Conservancy and gave the following recommendations: 1) Create the
19 Organization concept; 2) Appoint the Board Designees; and, 3) Fund the Start-up. The names of
20 the board designees are Rick Born, RBA Consulting, Owner Boat Works; Mick Johnson,
21 President Park Nicollet Foundation; Dan Koch, Onit, LLC, President/Founder; Andrew Mullin,
22 Wayzata City Council Representative; and, Tyler Purdy, Managing Director, Bayview Capital
23 Group.

24 By request of the Council, Ms. deLaitre commented on why an organization like the
25 proposed Conservancy is put in place. She explained that because civic projects take a long time,
26 a Conservancy provides continuity throughout the project, fosters private fundraising
27 opportunities, and is important for long-term maintenance operations and programming.

28 Mrs. Anderson asked for clarification with the language of approving board designees,
29 rather than board members. City Attorney Schelzel stated that the term designee is used because
30 there is not yet a Conservancy board to which people can be appointed. Ms. deLaitre stated these
31 members will be slated to become part of the proper founding board but can become involved in
32 the project and the establishment of the Conservancy prior to that time.

33 Mrs. Anderson asked about the process that was used to select the recommended board
34 members. Ms. deLaitre stated she drafted criteria that would be considered in a good board
35 member, noted how many times a person’s name was cross-referenced or recommended, and
36 attempted to put together a diverse group that represents the City of Wayzata. She explained that
37 the remaining board seats would be filled with people on the original list that she was not yet able
38 to contact.

39 Mr. Tyacke stated he has concern under the proposed contract amendment that the City’s
40 consultant is the sole source for legal advice and accounting advice, noting it is taking away the
41 decisions from the board members. Ms. deLaitre replied someone has to set up the organization
42 and there is the potential the board members may not be the same throughout the length of the
43 contract.

44 Mr. Tyacke stated he feels it is premature to have consulting before the schematic design
45 is even seen or approved by Council. Ms. deLaitre stated the schematic design will be delivered
46 in late February and the idea is to have everything in place before then. The consulting services at
47 this point are very basic and include providing expertise and shepherding the project through the
48 process, providing expertise on how to set up an organization, setting up accounting services, and
49 basic communications around the creation of the organization.

50 Mr. Tyacke asked why the City’s consultant is providing the legal and accounting
51 services for the conservancy under the proposed contract. Mr. Schelzel stated there would be a

1 need for legal and accounting services at the organizational and formation stage of the
2 conservancy, which would be different from the needs of the conservancy on an ongoing basis.
3 Having the City involved in the formation stage would allow the City to make sure the
4 organization was formed with the desired structure, mission and goals. Once the organization is
5 up and running, the board could pursue different legal and accounting services as needed.

6 Ms. Nelson clarified the concept of the Conservancy is that it is a City initiative that runs
7 parallel with the Lake Effect Project. It becomes a shepherding organization that carries the
8 project forward. The work of Civitas will be done in early March. With the schematic design they
9 provide, there will be a detailed plan with phases and associated costs. There needs to be an
10 organization that keeps the fundraising going through each phase.

11 Mrs. Anderson stated she understands the costs and effort that goes into setting up a
12 501(c)(3), and it seems like the City is double paying since it has the staff and other consultants
13 that could do what is needed. It sounds like the proposed Conservancy board is basically a
14 fundraising board. Mrs. Anderson stated she would like to discuss if there is a conflict of interest
15 in having a City Council member sit as part of this board that comes to the Council to ask for
16 approval and recommendations.

17 Ms. Nelson stated if staff can help out with the process at a lower cost, it will happen.
18 The proposal outlined in the contract addendum with the Lake Effect Project Coordinator was just
19 showing up front that there will be costs associated with the start up of the Conservancy and the
20 project designed by Civitas. From a staff perspective, the business that is already handled by the
21 City Manager and Director of Planning and Building is a ‘full plate’ and the work required with
22 this project could become a full-time job.

23 In response to Mrs. Anderson’s previous comment about conflict of interest, City
24 Attorney Schelzel stated every 501(c)(3) should have a conflict of interest policy and would
25 recommend one be adopted for the Conservancy. That policy would require a disclosure of any
26 interests and then a determination pursuant to that policy whether a board member can participate
27 in the discussion and vote on a matter, or needs instead to recuse themselves. He further stated, as
28 he understands that role of the Conservancy, there is nothing that would preclude having a
29 Council member serving on the board of this organization.

30 Mr. Tyacke stated if the City Manager is managing the contract with the Lake Effect
31 Project Coordinator, the Coordinator should instead be paid on an hourly basis for what is
32 needed, since there is no way to know how much time is going to be needed, and then let the
33 board hire who they need to get their job done going forward.

34 Mrs. McCarthy stated she would support the expansion of the Conservancy board to a
35 minimum of seven and possibly nine. There also needs to be Wayzata residents and women on
36 the board with the skill set needed to do the job.

37 Mrs. McCarthy referred to the proposed contract with the Lake Effect Project
38 Coordinator and asked for clarification on the contract fee. Ms. deLaittre stated it is set up as a
39 monthly retainer, and not payment on an hourly basis. She stated it was set up this way because it
40 is a change of role, and will become almost a full-time position at close to 40 hours per week.
41 Due to the amount of time needed, it would be more expensive to pay her on an hourly basis.

42 Mrs. McCarthy stated there is a lot of ambiguity with the “not-to-exceed” amounts
43 outlined in the proposed contract. She requested more detailed information about the scope of
44 services provided, or to have proposals that exceed a certain dollar amount be presented to
45 Council for review and approval, as opposed to getting written approval by the City Manager.

46 Mr. Mullin stated he supports the comments of other Council members about the need for
47 diversity on the Conservancy board. He further stated that the decision before Council for
48 approval needs to be broken down into separate parts: does the Council agree with the concept of
49 the Conservancy, the proposed board members, and what are the consulting services needed to
50 support the project overall.

1 Ms. Cathy Iverson, 220 Central Avenue South, stated she is not comfortable with having
2 one person designate who sits on the Conservancy board and suggested having someone on there
3 that has a design or architectural background. She is concerned with the amount of money that
4 has already been spent on the project.

5 In response to Ms. Iverson’s comments, Mr. Willcox stated the criteria for selection of
6 the Conservancy board is different due to the skill set required for the role. He noted that current
7 City staff is fully employed with current projects and if this additional project were given to them
8 to handle, it would be delayed. It is important to have a person designated specifically for this
9 project. He requested more detail in the proposed contract with Lake Effect Project Coordinator.

10 Mr. Mullin made a motion, seconded by Mr. Tyacke, to approve in concept the Lake
11 Effect Conservancy structure, mission, role and partnership agreement philosophy, approve the
12 Board Designees for the future Lake Effect Conservancy Founding Board, and to direct City staff
13 work on more detail for the Contract Addendum with Mary deLaitre to be reviewed and
14 discussed by City Council at a future date.

15 Mrs. Anderson stated the Conservancy board members should go through the same
16 process as people selected for other boards with the City. She will not vote in favor of the
17 Conservancy board designees, not because of who is on the board, but because of the process in
18 how they were selected.

19 Mr. Willcox stated it is a special board that requires a specific talent in fundraising
20 capabilities and it needs to be approached differently.

21 The motion carried 4/1. (Anderson)

22 The Council recessed at 8:36 p.m. and reconvened at 8:43 p.m.

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24 **b. Consider First Reading of Ordinance No. 756 - Telecommunications**

25 Director of Planning and Building Thomson reported on the Ordinance revisions recommended
26 by the City Council at a previous meeting and the proposed revisions that have been made to the
27 Ordinance by staff in response to Council’s direction at that meeting.

28 In response to Mrs. McCarthy’s questions about the tower approval process, Mr.
29 Thomson stated a telecommunications company’s request to do the work on a city owned tower
30 would be reviewed by staff, but a lease or lease amendment for having equipment on the tower
31 would need approval of the City Council.

32 City Attorney Schelzel stated the final version of the Ordinance that is being considered
33 is the one that was distributed at the meeting, which did not make it into the meeting packet.

34 Mrs. Anderson asked about the authorized locations of towers under the Ordinance, and
35 possibly having a tower on the east side of town. Mr. Thomson stated some alternative locations
36 can be looked at, but the language in the Ordinance needs to remain tight so that towers are not
37 allowed everywhere.

38 Mr. Willcox stated if coverage cannot be accomplished through antennas, then towers
39 will need to be used. Mr. Schelzel stated the way the Ordinance is drafted identifies the two sites
40 the City believes will work. If another viable site is identified, the Ordinance could be amended
41 to include this site.

42 Mrs. McCarthy made a motion, seconded by Mrs. Anderson, to approve the First Reading
43 of Ordinance No. 756, Commercial Telecommunications Facilities and Residential Accessory
44 Communication Devices, as presented.

45 Mr. Schelzel clarified the attachment to Ordinance No. 756, Exhibit A, is the latest
46 version of the Ordinance presented to Council at the meeting.

47 The motion carried 5/0.

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49 **c. Accept Downtown Parking Project Report**

50 City Manager Nelson presented the proposed final Downtown Parking Project Report. Staff is
51 requesting Council take action to accept the report for use as the project moves forward.

1 Mrs. McCarthy referred to figure number 14 on page 240 and stated it would be helpful
2 to have the trolley and dock master staff costs included in the numbers. She asked for clarification
3 on the cost allocations. Ms. Nelson stated the cost associated with the trolley and dock master
4 staff will increase the annual cost per square foot from seven cents per year to ten cents per year.

5 The Council discussed the cost allocations outlined in the report at length. Ms. Nelson
6 explained how the capital costs and operations of the ramp are handled. Only the commercial
7 properties that need to satisfy a parking requirement due to redevelopment or change in use
8 would be subject to the annual lease cost for the capital cost and the operations and maintenance
9 associated with that specific stall.

10 Mrs. McCarthy stated it would be helpful to have a visual representation of what each
11 property owner would have as an additional expense based on their current use and square
12 footage.

13 Mr. Tyacke stated the recommendation to amend the City Code (Section 20.15 Parking
14 Requirements) to reflect the parking ratios and to establish the district under the Special Service
15 District statue should proceed together before any construction begins. Ms. Nelson stated it was
16 recommended to establish the district at the time of the construction of the ramp so that value is
17 seen by the commercial district.

18 The Council agreed it would be providing value to commercial properties with the valet
19 service, dock master staff, and wayfinding signage. This would be charged to the commercial
20 properties that are self-parked and do not need additional parking. The commercial properties that
21 are not self-parked and need additional parking would not be charged until construction on a
22 ramp began.

23 Mr. Mullin made a motion, seconded by Mr. Tyacke, to accept the Downtown Parking
24 Project Report. The motion carried 5/0.

25 Mr. Willcox stated in the Workshop meeting before the Council meeting, Council met
26 with a group of architects that presented several design concept alternatives to address some of
27 the concerns with and objectives for the parking ramp design.

28 After discussion, the majority of the Council expressed support for pursuing the design
29 alternatives and asking for a proposal from this group of architects. Mr. Mullin suggested to
30 making a list of project components that need to be included in the design in order for a
31 compromise to be reached at the end of the process. It was also suggested to form a committee of
32 design experts along with staff and members of the community.

33 Mr. Tyacke made a motion, seconded by Mr. Mullin, to request a proposal from Walker
34 Parking Consultants/HGA to create design alternatives for the parking ramp. The motion carried
35 5/0.

36 Mrs. Anderson made a motion, seconded by Mr. Tyacke, to move forward with the
37 parking ordinance amendments and the establishment of the parking and mobility district. The
38 motion carried 5/0.

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40 **d. Award Bid for Rehabilitation of Well #5 and Water Treatment Plant #2 Booster**
41 **Pump**

42 Public Services Director Dudinsky reported that the Public Works Department has received three
43 bids for the rehabilitation of Well No. 5 and Booster Pump No. 1. The Public Works Department
44 recommends approval of the low bid of \$67,697.00 from Keys Well Drilling Company.

45 Mrs. McCarthy made a motion, seconded by Mrs. Anderson, to award the low bid of
46 \$67,697.00 to Keys Well Drilling Company. The motion carried 5/0.

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48 **AGENDA ITEM 7. City Manger's Report and Discussion Items.**

49 **a. Strategic Plan Update**

50 City Manager Nelson reported on the progress of the strategic plan that was adopted in July 2015.

1 Mr. Tyacke asked who will be responsible for administering and reporting on the Muni
2 business plan. Ms. Nelson stated the City Manager is ultimately responsible, and Mr. Pietrini and
3 Mr. Castellano are responsible for carrying out the plan on a daily basis.
4

5 **b. Update on Telecom Feasibility Study – Soil Borings**

6 Director of Public Service Dudinsky reported that the soil borings taken in November at the
7 preferred site of Wayzata Middle School for the telecom tower indicated poor soils. The boring
8 company went back to the site and hit bearing ground at 98 feet. The same type of soil is located
9 to the west.

10 Mrs. Anderson asked if it would be advisable to get a cost estimate at this site as well as
11 at the Public Works site since the bearing ground is so far down in the soil. Mr. Dudinsky stated
12 Wayzata Middle School is the preferred location by the tenants and the soil at the Public Works
13 site is not much better.

14 Regarding the access road at the Wayzata Middle School site, Mr. Dudinsky stated the
15 school is okay with an access coming through the main lot since it is being built during the
16 summer.

17 Mr. Dudinsky stated there are two options to consider: 1) Move ahead with the feasibility
18 study and the FCC investigation and application, and provide a finished report to the Council in
19 April; or, 2) Spend the next month finishing up the soil investigation report, get it out to the
20 manufacturers, get preliminary bids, and provide a financial report to the Council. At that point, a
21 decision could be made to move forward with the first option, finishing the report in May.

22 The Council agreed to pursue option No. 2. Mrs. McCarthy requested a meeting with Mr.
23 Romsos and Mr. Reeder to discuss what the overall plan is when the soil reports are completed.
24

25 **c. Other**

26 City Manager Nelson updated the Council on the Bushaway Bridge project stating it would be
27 precast beams set across the tracks on top of the two abutments. The deck will be poured on top
28 of those beams and will be paved after that.
29

30 Ms. Nelson noted her last City Council meeting as Wayzata City Manager, and thanked the staff
31 and Council for the opportunity to serve the City of Wayzata. The Council acknowledged and
32 thanked Ms. Nelson for her work and service in Wayzata.
33

34 **AGENDA ITEM 8. Public Forum Continued (if necessary).**

35 There were no comments.
36

37 **AGENDA ITEM 9. Adjournment.**

38 Mrs. Tyacke made a motion, seconded by Ms. Mullin to adjourn. There being no further
39 business, Mr. Willcox adjourned the meeting at 10:13 p.m.
40

41 Respectfully submitted,
42

43
44
45 Becky Malone
46 Deputy City Clerk
47

48 Drafted by Shannon Schmidt
49 *TimeSaver Off Site Secretarial, Inc.*
50

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| | | | Check Amt | Invoice | Comment |
|--------------------------|---------------------------------------|------------|---------------------------------|-------------|------------------------------|
| 10100 Anchor Bank | | | | | |
| Paid Chk# | 100890 | 12/15/2015 | MDR CONSTRUCTION INC. | | |
| E 233-40000-401 | Repairs/Maint Buildings | | \$7,775.00 | Walk Bridge | Beach pedestrian bridge reno |
| | Total MDR CONSTRUCTION INC. | | \$7,775.00 | | |
| Paid Chk# | 100891 | 12/21/2015 | ARCTIC GLACIER INC. | | |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | \$120.42 | 459534103 | ICE |
| | Total ARCTIC GLACIER INC. | | \$120.42 | | |
| Paid Chk# | 100892 | 12/21/2015 | ARTISAN BEER COMPANY | | |
| E 640-47000-253 | Beer For Resale | | \$257.00 | 3041347 | BEER |
| E 640-47000-253 | Beer For Resale | | \$239.50 | 3070095 | BEER |
| E 640-47000-253 | Beer For Resale | | \$240.50 | 3072669 | BEER |
| | Total ARTISAN BEER COMPANY | | \$737.00 | | |
| Paid Chk# | 100893 | 12/21/2015 | BELLBOY BAR SUPPLY CORP. | | |
| E 640-47000-259 | Freight | | \$10.20 | 51248100 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | \$544.45 | 51248100 | LIQUOR |
| E 640-47000-259 | Freight | | \$18.60 | 51338300 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | \$925.00 | 51338300 | LIQUOR |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | \$175.00 | 51338300 | MISC.BEV |
| E 640-47000-251 | Liquor For Resale | | \$550.00 | 51511700 | LIQUOR |
| E 640-47000-259 | Freight | | \$5.10 | 51511700 | FREIGHT |
| E 640-47000-256 | MISC.MDSE.RESALE | | \$387.41 | 6617700 | CIGARS |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | \$44.50 | 93099400 | MISC.MIX |
| E 640-47000-259 | Freight | | \$4.80 | 93099400 | FREIGHT |
| E 640-47000-210 | Operating Supplies (GENERAL) | | \$124.60 | 93099400 | SUPPLIES |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | \$91.65 | 93131100 | MISC.MIX |
| E 640-47000-259 | Freight | | \$4.44 | 93131100 | FREIGHT |
| | Total BELLBOY BAR SUPPLY CORP. | | \$2,885.75 | | |
| Paid Chk# | 100894 | 12/21/2015 | BERNICK'S WINE | | |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | \$181.13 | 266912 | MISC.MIX |
| E 640-47000-253 | Beer For Resale | | \$217.85 | 266913 | BEER |
| | Total BERNICK'S WINE | | \$398.98 | | |
| Paid Chk# | 100895 | 12/21/2015 | BETH, GERALD O | | |
| E 640-48000-341 | General Promotions | | \$175.00 | 12/22/15 | BAR MUSIC 12/22/15 |
| | Total BETH, GERALD O | | \$175.00 | | |
| Paid Chk# | 100896 | 12/21/2015 | BETH, GERALD O | | |
| E 640-48000-341 | General Promotions | | \$175.00 | 12/29/15 | BAR MUSIC 12/29/15 |
| | Total BETH, GERALD O | | \$175.00 | | |
| Paid Chk# | 100897 | 12/21/2015 | BOURGET IMPORTS | | |
| E 640-47000-259 | Freight | | \$4.50 | 130520 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | \$806.72 | 130520 | WINE |
| E 640-47000-259 | Freight | | \$4.50 | 130848 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | \$243.95 | 130848 | WINE |
| | Total BOURGET IMPORTS | | \$1,059.67 | | |
| Paid Chk# | 100898 | 12/21/2015 | CARTER, JEANNE | | |
| E 640-47000-341 | General Promotions | | \$140.28 | | PROMO SUPPLIES |
| | Total CARTER, JEANNE | | \$140.28 | | |
| Paid Chk# | 100899 | 12/21/2015 | COCA-COLA | | |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | \$151.36 | 0108054725 | MISC.BEV. |
| | Total COCA-COLA | | \$151.36 | | |

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| Paid Chk# 100900 12/21/2015 COZZINI BROS., INC. | | | | | |
| E 640-48500-415 | Other Equipment Rentals | | \$73.48 | C2231008 | KNIFE EXCHANGE |
| Total COZZINI BROS., INC. | | | \$73.48 | | |
| Paid Chk# 100901 12/21/2015 CULLIGAN-METRO | | | | | |
| E 640-48500-210 | Operating Supplies (GENERAL) | | \$108.83 | 101X28417700 | SUPPLIES |
| Total CULLIGAN-METRO | | | \$108.83 | | |
| Paid Chk# 100902 12/21/2015 DAHLHEIMER DISTRIBUTING CO. | | | | | |
| E 640-47000-253 | Beer For Resale | | \$624.00 | 1181101 | BEER |
| E 640-47000-253 | Beer For Resale | | \$431.54 | 1181153 | BEER |
| E 640-48000-253 | Beer For Resale | | \$571.00 | 1181154 | BEER |
| E 640-47000-253 | Beer For Resale | | \$476.60 | 1183609 | BEER |
| E 640-48000-253 | Beer For Resale | | \$297.00 | 1183610 | BEER |
| E 640-47000-253 | Beer For Resale | | \$988.20 | 1183670 | BEER |
| E 640-48000-253 | Beer For Resale | | \$477.00 | 1183671 | BEER |
| E 640-47000-253 | Beer For Resale | | \$307.50 | 119364 | BEER |
| Total DAHLHEIMER DISTRIBUTING CO. | | | \$4,172.84 | | |
| Paid Chk# 100903 12/21/2015 DENNYS 5TH AVENUE BAKERY | | | | | |
| E 640-48500-255 | FOODIngredients For Resale | | \$62.20 | 585532 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | | \$149.44 | 585820 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | | \$96.56 | 586225 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | | \$91.69 | 586304 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | | \$134.87 | 586638 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | | \$150.42 | 586941 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | | \$125.77 | 587326 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | | \$51.98 | 587411 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | | \$83.71 | 587788 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | | \$106.37 | 587925 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | | \$93.46 | 588252 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | | \$114.73 | 588433 | FOOD |
| Total DENNYS 5TH AVENUE BAKERY | | | \$1,261.20 | | |
| Paid Chk# 100904 12/21/2015 ENKI BREWING COMPANY | | | | | |
| E 640-47000-253 | Beer For Resale | | \$73.80 | 4851 | BEER |
| E 640-48000-253 | Beer For Resale | | \$225.00 | 4852 | BEER |
| Total ENKI BREWING COMPANY | | | \$298.80 | | |
| Paid Chk# 100905 12/21/2015 EXTREME BEVERAGE, LLC | | | | | |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | \$209.40 | 398-332 | MISC.MIX |
| Total EXTREME BEVERAGE, LLC | | | \$209.40 | | |
| Paid Chk# 100906 12/21/2015 FLAHERTY S HAPPY TYME CO. | | | | | |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | (\$72.90) | 30970 | MISC.MIX |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | \$108.00 | 31420 | MISC.MIX |
| Total FLAHERTY S HAPPY TYME CO. | | | \$35.10 | | |
| Paid Chk# 100907 12/21/2015 G & K SERVICES | | | | | |
| E 640-48500-210 | Operating Supplies (GENERAL) | | \$49.40 | 1013436191 | KITCHEN UNIFORMS & SUPPLIES |
| E 640-48500-217 | Uniforms | | \$69.53 | 1013436191 | KITCHEN UNIFORMS & SUPPLIES |
| E 640-48000-210 | Operating Supplies (GENERAL) | | \$49.94 | 1013436191 | KITCHEN UNIFORMS & SUPPLIES |
| E 640-48500-217 | Uniforms | | \$78.12 | 1013447679 | KITCHEN UNIFORMS & SUPPLIES |
| E 640-48500-210 | Operating Supplies (GENERAL) | | \$52.23 | 1013447679 | KITCHEN UNIFORMS & SUPPLIES |
| E 640-48000-210 | Operating Supplies (GENERAL) | | \$67.41 | 1013447679 | KITCHEN UNIFORMS & SUPPLIES |
| E 640-48000-210 | Operating Supplies (GENERAL) | | \$64.90 | 900200 | KITCHEN UNIFORMS & SUPPLIES |
| Total G & K SERVICES | | | \$431.53 | | |

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| | | | Check Amt | Invoice | Comment |
|---|-------------------|------------|-------------------------------------|---------|---------|
| Paid Chk# | 100908 | 12/21/2015 | GRAPE BEGINNINGS, INC. | | |
| E 640-47000-259 | Freight | | \$4.50 | 190351 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | \$214.00 | 190351 | WINE |
| E 640-47000-252 | Wine For Resale | | \$446.00 | 190844 | WINE |
| E 640-47000-259 | Freight | | \$11.25 | 190844 | FREIGHT |
| Total GRAPE BEGINNINGS, INC. | | | \$675.75 | | |
| Paid Chk# | 100909 | 12/21/2015 | HOHENSTEINS INC. | | |
| E 640-47000-253 | Beer For Resale | | \$328.63 | 797176 | BEER |
| E 640-47000-253 | Beer For Resale | | \$108.00 | 799068 | BEER |
| E 640-47000-253 | Beer For Resale | | \$600.17 | 799518 | BEER |
| Total HOHENSTEINS INC. | | | \$1,036.80 | | |
| Paid Chk# | 100910 | 12/21/2015 | JJ TAYLOR DISTRIBUTING OF MN | | |
| E 640-47000-253 | Beer For Resale | | \$3,042.13 | 2454321 | BEER |
| E 640-47000-253 | Beer For Resale | | \$2,251.10 | 2454354 | BEER |
| E 640-47000-253 | Beer For Resale | | \$88.00 | 2454355 | BEER |
| E 640-47000-253 | Beer For Resale | | \$3,038.95 | 2454393 | BEER |
| E 640-47000-253 | Beer For Resale | | \$267.00 | 2454395 | BEER |
| E 640-47000-253 | Beer For Resale | | \$3,860.45 | 2454432 | BEER |
| E 640-48000-253 | Beer For Resale | | \$858.00 | 2457107 | BEER |
| E 640-48000-253 | Beer For Resale | | \$164.80 | 2457108 | BEER |
| E 640-48000-253 | Beer For Resale | | \$516.00 | 2457191 | BEER |
| E 640-48000-253 | Beer For Resale | | \$174.05 | 2457192 | BEER |
| E 640-48000-253 | Beer For Resale | | \$559.00 | 2465063 | BEER |
| E 640-48000-253 | Beer For Resale | | \$236.25 | 2465064 | BEER |
| Total JJ TAYLOR DISTRIBUTING OF MN | | | \$15,055.73 | | |
| Paid Chk# | 100911 | 12/21/2015 | JOHNSON BROS.-ST.PAUL | | |
| E 640-47000-252 | Wine For Resale | | \$990.00 | 5274546 | WINE |
| E 640-47000-251 | Liquor For Resale | | \$652.25 | 5316795 | LIQUOR |
| E 640-47000-259 | Freight | | \$7.32 | 5316795 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | \$688.70 | 5316796 | LIQUOR |
| E 640-47000-259 | Freight | | \$17.08 | 5316796 | FREIGHT |
| E 640-47000-259 | Freight | | \$2.44 | 5318161 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | \$1,541.17 | 5318162 | LIQUOR |
| E 640-47000-259 | Freight | | \$8.64 | 5318162 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | \$336.19 | 5320825 | LIQUOR |
| E 640-47000-259 | Freight | | \$3.66 | 5320825 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | \$1,553.45 | 5320826 | WINE |
| E 640-47000-259 | Freight | | \$23.18 | 5320826 | FREIGHT |
| E 640-47000-259 | Freight | | \$1.54 | 5322181 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | \$92.25 | 5322181 | LIQUOR |
| E 640-47000-259 | Freight | | \$7.32 | 5322182 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | \$322.10 | 5322182 | WINE |
| E 640-47000-251 | Liquor For Resale | | \$2,362.99 | 5323516 | LIQUOR |
| E 640-47000-259 | Freight | | \$11.38 | 5323516 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | \$864.31 | 5327851 | LIQUOR |
| E 640-47000-259 | Freight | | \$7.32 | 5327851 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | \$598.10 | 5327852 | WINE |
| E 640-47000-259 | Freight | | \$12.20 | 5327852 | FREIGHT |
| E 640-47000-259 | Freight | | \$29.28 | 5327853 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | \$3,577.45 | 5327853 | WINE |
| E 640-47000-259 | Freight | | \$2.75 | 5329262 | FREIGHT |
| E 640-47000-259 | Freight | | \$1.22 | 5329263 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | \$88.00 | 5329263 | WINE |
| E 640-47000-259 | Freight | | \$14.64 | 5329264 | FREIGHT |

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| E 640-47000-252 | Wine For Resale | \$1,148.00 | 5329264 | WINE |
| E 640-47000-259 | Freight | \$1.22 | 5329266 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | \$272.87 | 550595 | LIQUOR |
| E 640-47000-251 | Liquor For Resale | \$209.09 | 552635 | LIQUOR |
| E 640-47000-252 | Wine For Resale | (\$183.22) | 553842 | WINE |
| E 640-47000-251 | Liquor For Resale | (\$22.64) | 556006 | LIQUOR |
| Total JOHNSON BROS.-ST.PAUL | | \$15,242.25 | | |
| <hr/> | | | | |
| Paid Chk# 100912 | 12/21/2015 | KARLSBURGER FOODS, INC. | | |
| E 640-48500-255 | FOODIngredients For Resale | \$234.55 | 000395443 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | \$295.95 | 00396684 | FOOD |
| Total KARLSBURGER FOODS, INC. | | \$530.50 | | |
| <hr/> | | | | |
| Paid Chk# 100913 | 12/21/2015 | KUUSISTO, SAM | | |
| E 640-48000-341 | General Promotions | \$300.00 | 12/23/15 | BAR MUSIC 12/23/15 |
| Total KUUSISTO, SAM | | \$300.00 | | |
| <hr/> | | | | |
| Paid Chk# 100914 | 12/21/2015 | LOCHER BROS., INC. | | |
| E 640-48000-253 | Beer For Resale | \$165.00 | 851 | BEER |
| Total LOCHER BROS., INC. | | \$165.00 | | |
| <hr/> | | | | |
| Paid Chk# 100915 | 12/21/2015 | LUPINE BREWING COMPANY | | |
| E 640-48000-253 | Beer For Resale | \$160.00 | LBC000494 | BEER |
| Total LUPINE BREWING COMPANY | | \$160.00 | | |
| <hr/> | | | | |
| Paid Chk# 100916 | 12/21/2015 | M.AMUNDSON LLP | | |
| E 640-47000-256 | MISC.MDSE.RESALE | \$790.08 | 206348 | CIGARS & CIGARETTES |
| E 640-47000-256 | MISC.MDSE.RESALE | \$792.78 | 207436 | CIGARS & CIGARETTES |
| E 640-47000-256 | MISC.MDSE.RESALE | \$800.65 | 208303 | CIGARS & CIGARETTES |
| Total M.AMUNDSON LLP | | \$2,383.51 | | |
| <hr/> | | | | |
| Paid Chk# 100917 | 12/21/2015 | MARGRON SKOGLUND WINE IMPORTS | | |
| E 640-47000-252 | Wine For Resale | \$208.00 | 20019210 | WINE |
| E 640-47000-259 | Freight | \$5.00 | 20019210 | FREIGHT |
| tal MARGRON SKOGLUND WINE IMPORTS | | \$213.00 | | |
| <hr/> | | | | |
| Paid Chk# 100918 | 12/21/2015 | MN CHILD SUPPORT PAYMENT CENTE | | |
| G 101-21710 | County WH | \$264.00 | 0014613507 | WITHHOLDING ORDERS |
| G 101-21710 | County WH | \$235.00 | 0015104841 | WITHHOLDING ORDERS |
| tal MN CHILD SUPPORT PAYMENT CENTE | | \$499.00 | | |
| <hr/> | | | | |
| Paid Chk# 100919 | 12/21/2015 | MN LICENSED BEVERAGE ASSOC. | | |
| E 640-48000-433 | Dues, Licensing & Seminars | \$360.00 | 2000481 | DUES |
| Total MN LICENSED BEVERAGE ASSOC. | | \$360.00 | | |
| <hr/> | | | | |
| Paid Chk# 100920 | 12/21/2015 | NETWORK BUSINESS SUPPLIES | | |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$246.25 | 00100931 | SUPPLIES |
| Total NETWORK BUSINESS SUPPLIES | | \$246.25 | | |
| <hr/> | | | | |
| Paid Chk# 100921 | 12/21/2015 | NEW FRANCE WINE COMPANY | | |
| E 640-47000-259 | Freight | \$13.50 | 105518 | FREIGHT |
| E 640-47000-252 | Wine For Resale | \$868.00 | 105518 | WINE |
| E 640-47000-252 | Wine For Resale | \$348.00 | 105709 | WINE |
| E 640-47000-259 | Freight | \$4.50 | 105709 | FREIGHT |
| E 640-47000-252 | Wine For Resale | \$788.00 | 105974 | WINE |
| E 640-47000-259 | Freight | \$12.00 | 105974 | FREIGHT |
| Total NEW FRANCE WINE COMPANY | | \$2,034.00 | | |
| <hr/> | | | | |
| Paid Chk# 100922 | 12/21/2015 | NORTHWESTERN FRUIT COMPANY | | |

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| E 640-48500-255 | FOOD | Ingredients For Resale | \$12.00 | 826341 | FOOD |
| E 640-48500-255 | FOOD | Ingredients For Resale | (\$21.40) | 827355 | FOOD |
| E 640-48500-255 | FOOD | Ingredients For Resale | (\$52.05) | 827695 | FOOD |
| E 640-48500-255 | FOOD | Ingredients For Resale | \$443.35 | 828121 | FOOD |
| E 640-48500-255 | FOOD | Ingredients For Resale | \$277.85 | 828305 | FOOD |
| E 640-48000-253 | Beer | For Resale | \$18.00 | 828484 | BEER |
| E 640-48500-255 | FOOD | Ingredients For Resale | \$497.40 | 828485 | FOOD |
| E 640-48500-255 | FOOD | Ingredients For Resale | \$386.25 | 828675 | FOOD |
| E 640-48500-255 | FOOD | Ingredients For Resale | \$400.00 | 828831 | FOOD |
| E 640-48000-251 | Liquor | For Resale | \$130.00 | 828831 | LIQUOR |
| E 640-48000-253 | Beer | For Resale | \$6.45 | 828876 | BEER |
| E 640-48500-255 | FOOD | Ingredients For Resale | \$323.00 | 828954 | FOOD |
| E 640-48500-255 | FOOD | Ingredients For Resale | \$363.40 | 829130 | FOOD |
| E 640-48500-255 | FOOD | Ingredients For Resale | \$806.20 | 829280 | FOOD |
| Total NORTHWESTERN FRUIT COMPANY | | | \$3,590.45 | | |

| Paid Chk# | 12/21/2015 | OENO DISTRIBUTION, LLC | | | |
|-------------------------------------|------------|------------------------|-----------------|------|---------|
| E 640-47000-252 | Wine | For Resale | \$399.00 | 4220 | WINE |
| E 640-47000-259 | Freight | | \$4.50 | 4220 | FREIGHT |
| Total OENO DISTRIBUTION, LLC | | | \$403.50 | | |

| Paid Chk# | 12/21/2015 | PAUSTIS & SONS | | | |
|---------------------------------|------------|----------------|-------------------|---------|---------|
| E 640-47000-252 | Wine | For Resale | \$1,059.00 | 8526245 | WINE |
| E 640-47000-259 | Freight | | \$12.50 | 8526245 | FREIGHT |
| E 640-48000-252 | Wine | For Resale | \$188.75 | 8526250 | WINE |
| E 640-48000-252 | Wine | For Resale | \$479.75 | 8527245 | WINE |
| E 640-47000-252 | Wine | For Resale | \$1,041.00 | 8527249 | WINE |
| E 640-47000-259 | Freight | | \$16.25 | 8527249 | FREIGHT |
| E 640-48000-252 | Wine | For Resale | \$350.50 | 8528434 | WINE |
| E 640-47000-252 | Wine | For Resale | \$2,569.48 | 8528435 | WINE |
| E 640-47000-259 | Freight | | \$32.50 | 8528435 | FREIGHT |
| E 640-47000-251 | Liquor | For Resale | \$940.00 | 8528645 | LIQUOR |
| E 640-47000-259 | Freight | | \$10.50 | 8528645 | FREIGHT |
| Total PAUSTIS & SONS | | | \$6,700.23 | | |

| Paid Chk# | 12/21/2015 | PEPSI -COLA | | | |
|--------------------------|-----------------|-------------|-----------------|----------|-----------|
| E 640-47000-254 | Soft Drinks/Mix | For Resale | \$244.00 | 51736310 | MISC.BEV. |
| Total PEPSI -COLA | | | \$244.00 | | |

| Paid Chk# | 12/21/2015 | PHILLIPS WINES & SPIRITS | | | |
|---|------------|--------------------------|-------------------|---------|---------|
| E 640-47000-251 | Liquor | For Resale | \$412.20 | 2891521 | LIQUOR |
| E 640-47000-259 | Freight | | \$4.88 | 2891521 | FREIGHT |
| E 640-47000-259 | Freight | | \$6.31 | 2891522 | FREIGHT |
| E 640-47000-252 | Wine | For Resale | \$568.00 | 2891522 | WINE |
| E 640-47000-251 | Liquor | For Resale | \$164.75 | 2894235 | LIQUOR |
| E 640-47000-259 | Freight | | \$2.44 | 2894235 | FREIGHT |
| E 640-47000-252 | Wine | For Resale | \$1,694.40 | 2894236 | WINE |
| E 640-47000-259 | Freight | | \$27.05 | 2894236 | FREIGHT |
| E 640-48000-251 | Liquor | For Resale | \$421.36 | 2898926 | LIQUOR |
| E 640-47000-252 | Wine | For Resale | \$4,299.75 | 2899090 | WINE |
| E 640-47000-259 | Freight | | \$49.82 | 2899090 | FREIGHT |
| E 640-47000-251 | Liquor | For Resale | \$1,583.30 | 2899091 | LIQUOR |
| E 640-47000-259 | Freight | | \$12.20 | 2899091 | FREIGHT |
| Total PHILLIPS WINES & SPIRITS | | | \$9,246.46 | | |

| Paid Chk# | 12/21/2015 | PLUNKETT S PEST CONTROL | | | |
|-----------------|-------------------------|-------------------------|---------|---------|---------|
| E 640-48000-409 | Maint services & Improv | | \$82.48 | 4421397 | SERVICE |

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| Total PLUNKETT S PEST CONTROL | | \$82.48 | | |
| Paid Chk# 100928 | 12/21/2015 | SOCIABLE CIDER WERKS | | |
| E 640-47000-253 | Beer For Resale | \$250.00 | 2454 | BEER |
| Total SOCIABLE CIDER WERKS | | \$250.00 | | |
| Paid Chk# 100929 | 12/21/2015 | SOUTHERN WINE & SPIRITS OF MN | | |
| E 640-47000-252 | Wine For Resale | \$3,094.00 | 1353803 | WINE |
| E 640-47000-259 | Freight | \$25.60 | 1353803 | FREIGHT |
| E 640-47000-252 | Wine For Resale | \$516.00 | 1353804 | WINE |
| E 640-47000-259 | Freight | \$1.28 | 1353804 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | \$1,119.28 | 1353805 | LIQUOR |
| E 640-47000-259 | Freight | \$6.40 | 1353805 | FREIGHT |
| E 640-47000-259 | Freight | \$6.40 | 1356300 | FREIGHT |
| E 640-47000-259 | Freight | \$3.84 | 1356329 | FREIGHT |
| E 640-47000-252 | Wine For Resale | \$620.00 | 1356329 | WINE |
| E 640-47000-251 | Liquor For Resale | \$653.42 | 1356330 | LIQUOR |
| E 640-47000-252 | Wine For Resale | \$1,129.48 | 1356331 | WINE |
| E 640-47000-259 | Freight | \$18.35 | 1356331 | FREIGHT |
| E 640-47000-259 | Freight | \$11.63 | 1358905 | FREIGHT |
| E 640-47000-252 | Wine For Resale | \$1,928.00 | 1358905 | WINE |
| E 640-47000-259 | Freight | \$7.68 | 1358906 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | \$637.25 | 1358906 | LIQUOR |
| E 640-47000-252 | Wine For Resale | \$3,386.00 | 1358907 | WINE |
| E 640-47000-259 | Freight | \$47.36 | 1358907 | FREIGHT |
| Total SOUTHERN WINE & SPIRITS OF MN | | \$13,211.97 | | |
| Paid Chk# 100930 | 12/21/2015 | STARY, MARK | | |
| E 640-48000-341 | General Promotions | \$300.00 | 12/31/15 | BAR MUSIC 12/31/15 |
| Total STARY, MARK | | \$300.00 | | |
| Paid Chk# 100931 | 12/21/2015 | STRATEGIC EQUIPMENT AND | | |
| E 640-48500-210 | Operating Supplies (GENERAL) | (\$31.99) | 148351 | KITCHEN SUPPLIES |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$42.22 | 2544672 | KITCHEN SUPPLIES |
| E 640-48000-342 | Promotions - Food/Drinks | \$61.60 | 2544672 | PROMO SUPPLIES |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$365.46 | 2544673 | KITCHEN SUPPLIES |
| E 640-48000-210 | Operating Supplies (GENERAL) | \$192.89 | 2544673 | BAR SUPPLIES |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$603.42 | 2548192 | KITCHEN SUPPLIES |
| E 640-48000-341 | General Promotions | \$40.80 | 2548192 | PROMO SUPPLIES |
| E 640-48000-341 | General Promotions | \$81.60 | 2552179 | PROMO SUPPLIES |
| E 640-48000-210 | Operating Supplies (GENERAL) | \$635.11 | 2552179 | BAR SUPPLIES |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$519.69 | 2552179 | KITCHEN SUPPLIES |
| Total STRATEGIC EQUIPMENT AND | | \$2,510.80 | | |
| Paid Chk# 100932 | 12/21/2015 | SUNBURST CHEMICALS, INC. | | |
| E 640-48500-404 | Repairs/Maint - Machin/Equip | \$92.37 | 0007851 | LEASE |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$601.32 | 0356936 | SUPPLIES |
| Total SUNBURST CHEMICALS, INC. | | \$693.69 | | |
| Paid Chk# 100933 | 12/21/2015 | T.D. ANDERSON INC. | | |
| E 640-48000-409 | Maint services & Improv | \$115.00 | 627256 | BEER LINES CLEANED |
| E 640-48000-409 | Maint services & Improv | \$115.00 | 692622 | BEER LINES CLEANED |
| Total T.D. ANDERSON INC. | | \$230.00 | | |
| Paid Chk# 100934 | 12/21/2015 | THORPE DISTRIBUTING CO. | | |
| E 640-47000-254 | Soft Drinks/Mix For Resale | \$82.00 | 1002266 | MISC.BEV. |
| E 640-47000-253 | Beer For Resale | \$1,927.97 | 1002441 | BEER |
| E 640-48000-253 | Beer For Resale | \$1,382.00 | 1002886 | BEER |

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| E 640-47000-253 | Beer For Resale | \$81.45 | 1005877 | BEER |
| E 640-47000-253 | Beer For Resale | \$37.50 | 1005878 | BEER |
| E 640-47000-253 | Beer For Resale | \$5,728.25 | 1009536 | BEER |
| E 640-47000-253 | Beer For Resale | \$33.00 | 1009539 | BEER |
| E 640-48000-253 | Beer For Resale | \$1,888.70 | 1011771 | BEER |
| E 640-47000-253 | Beer For Resale | \$626.62 | 995149 | BEER |
| E 640-47000-253 | Beer For Resale | \$5,668.35 | 997977 | BEER |
| E 640-47000-253 | Beer For Resale | \$1,202.17 | 999085 | BEER |
| E 640-48000-253 | Beer For Resale | \$558.70 | 999529 | BEER |
| E 640-47000-253 | Beer For Resale | \$84.00 | 999657 | BEER |
| Total THORPE DISTRIBUTING CO. | | \$19,300.71 | | |
| <hr/> | | | | |
| Paid Chk# 100935 | 12/21/2015 | TOLL GAS & WELDING SUPPLY | | |
| E 640-48000-210 | Operating Supplies (GENERAL) | \$67.50 | 40037329 | SUPPLIES |
| Total TOLL GAS & WELDING SUPPLY | | \$67.50 | | |
| <hr/> | | | | |
| Paid Chk# 100936 | 12/21/2015 | TRADITION WINE & SPIRITS | | |
| E 640-47000-252 | Wine For Resale | \$432.00 | 8014 | WINE |
| E 640-47000-259 | Freight | \$4.00 | 8014 | FREIGHT |
| Total TRADITION WINE & SPIRITS | | \$436.00 | | |
| <hr/> | | | | |
| Paid Chk# 100937 | 12/21/2015 | ULTRA-CHEM IN.C | | |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$300.92 | 1151317 | SUPPLIES |
| Total ULTRA-CHEM IN.C | | \$300.92 | | |
| <hr/> | | | | |
| Paid Chk# 100938 | 12/21/2015 | US FOODS | | |
| E 640-48500-255 | FOODIngredients For Resale | \$259.94 | 3019825 | FOOD |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$25.20 | 3200590 | SUPPLIES |
| E 640-48500-255 | FOODIngredients For Resale | (\$100.16) | 3598077 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | \$105.63 | 3723641 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | \$251.08 | 4084205 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | \$2,140.78 | 4093882 | FOOD |
| E 640-48000-251 | Liquor For Resale | \$31.03 | 4093882 | LIQUOR |
| E 640-48000-254 | Soft Drinks/Mix For Resale | \$137.29 | 4093882 | MISC.BEV. |
| E 640-48000-342 | Promotions - Food/Drinks | \$43.34 | 4093882 | PROMO FOOD |
| E 640-48000-254 | Soft Drinks/Mix For Resale | \$327.68 | 4142970 | MISC.BEV. |
| E 640-48500-255 | FOODIngredients For Resale | \$3,505.48 | 4142970 | FOOD |
| E 640-48000-342 | Promotions - Food/Drinks | \$61.90 | 4142970 | PROMO FOOD |
| E 640-48000-251 | Liquor For Resale | \$144.22 | 4142970 | LIQUOR |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$20.76 | 4142970 | SUPPLIES |
| E 640-48000-253 | Beer For Resale | \$33.05 | 4179168 | BEER |
| E 640-48500-255 | FOODIngredients For Resale | \$3,425.07 | 4179168 | FOOD |
| E 640-48000-342 | Promotions - Food/Drinks | \$22.47 | 4179168 | PROMO FOOD |
| E 640-48000-251 | Liquor For Resale | \$19.35 | 4179168 | LIQUOR |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$26.68 | 4179168 | SUPPLIES |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$32.95 | 4219330 | SUPPLIES |
| E 640-48000-251 | Liquor For Resale | \$144.35 | 4227836 | LIQUOR |
| E 640-48000-254 | Soft Drinks/Mix For Resale | \$298.28 | 4227836 | MISC.BEV. |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$94.41 | 4227836 | SUPPLIES |
| E 640-48500-255 | FOODIngredients For Resale | \$1,890.29 | 4227836 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | \$48.63 | 4227838 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | \$3,925.51 | 4275062 | FOOD |
| E 640-48000-251 | Liquor For Resale | \$62.69 | 4275062 | LIQUOR |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$75.54 | 4275062 | SUPPLIES |
| E 640-48000-253 | Beer For Resale | \$10.37 | 4275062 | BEER |
| E 640-48000-341 | General Promotions | \$29.71 | 4275062 | PROMO SUPPLIES |
| E 640-48000-342 | Promotions - Food/Drinks | \$59.90 | 4275062 | PROMO FOOD |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$84.62 | 4312179 | SUPPLIES |

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| E 640-48000-254 | Soft Drinks/Mix For Resale | \$207.92 | 4312179 | MISC.BEV. |
| E 640-48500-255 | FOODIngredients For Resale | \$2,022.60 | 4312179 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | \$251.78 | 4357921 | FOOD |
| E 640-48000-254 | Soft Drinks/Mix For Resale | \$72.00 | 4357924 | MISC.BEV. |
| E 640-48000-251 | Liquor For Resale | \$11.68 | 4357924 | LIQUOR |
| E 640-48000-342 | Promotions - Food/Drinks | \$42.84 | 4357924 | PROMO FOOD |
| E 640-48500-255 | FOODIngredients For Resale | \$2,033.70 | 4357924 | FOOD |
| E 640-48000-342 | Promotions - Food/Drinks | \$64.90 | 4404131 | PROMO FOOD |
| E 640-48000-251 | Liquor For Resale | \$68.32 | 4404131 | LIQUOR |
| E 640-48500-255 | FOODIngredients For Resale | \$3,685.71 | 4404131 | FOOD |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$189.91 | 4404131 | SUPPLIES |
| E 640-48000-254 | Soft Drinks/Mix For Resale | \$332.72 | 4404131 | MISC.BEV. |
| E 640-48000-253 | Beer For Resale | \$12.94 | 4404131 | BEER |
| E 640-48500-255 | FOODIngredients For Resale | \$164.22 | 5549384 | FOOD |
| E 640-48500-210 | Operating Supplies (GENERAL) | \$32.95 | 5551182 | KITCHEN SUPPLIES |
| E 640-48500-255 | FOODIngredients For Resale | \$56.26 | 5685284 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | (\$97.24) | 5915932 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | (\$33.65) | 5925955 | FOOD |
| Total US FOODS | | \$26,357.60 | | |

| Paid Chk# | 12/21/2015 | VINOCOPIA | | | |
|------------------------|-------------------|------------|---------|---------|--|
| E 640-47000-251 | Liquor For Resale | \$269.46 | 0139496 | LIQUOR | |
| E 640-47000-252 | Wine For Resale | \$240.00 | 0139497 | WINE | |
| E 640-47000-252 | Wine For Resale | \$224.00 | 0140145 | WINE | |
| E 640-47000-259 | Freight | \$5.00 | 0140145 | FREIGHT | |
| E 640-47000-259 | Freight | \$10.00 | 0140808 | FREIGHT | |
| E 640-47000-252 | Wine For Resale | \$426.80 | 0140808 | WINE | |
| E 640-47000-251 | Liquor For Resale | \$187.94 | 0140809 | LIQUOR | |
| E 640-47000-259 | Freight | \$2.50 | 0140809 | FREIGHT | |
| Total VINOCOPIA | | \$1,365.70 | | | |

| Paid Chk# | 12/21/2015 | WAYZATA CHAMBER OF COMMERCE | | | |
|--|-------------|-----------------------------|------|-------------|--|
| E 640-47000-340 | Advertising | \$250.00 | 6839 | FALL BANNER | |
| Total WAYZATA CHAMBER OF COMMERCE | | \$250.00 | | | |

| Paid Chk# | 12/21/2015 | WILLIAMS, CRAIG | | | |
|------------------------------|-------------------|-----------------|-------------|----------------|--|
| E 640-48500-130 | Employer Paid Ins | \$600.00 | NOV & DEC 2 | NOV & DEC.2015 | |
| Total WILLIAMS, CRAIG | | \$600.00 | | | |

| Paid Chk# | 12/21/2015 | WINE COMPANY | | | |
|---------------------------|-----------------|--------------|--------|---------|--|
| E 640-47000-259 | Freight | \$11.55 | 411233 | FREIGHT | |
| E 640-47000-252 | Wine For Resale | \$1,080.00 | 411233 | WINE | |
| E 640-47000-259 | Freight | \$8.25 | 412117 | FREIGHT | |
| E 640-47000-252 | Wine For Resale | \$768.00 | 412117 | WINE | |
| E 640-47000-259 | Freight | \$19.80 | 412660 | FREIGHT | |
| E 640-47000-252 | Wine For Resale | \$1,842.33 | 412660 | WINE | |
| Total WINE COMPANY | | \$3,729.93 | | | |

| Paid Chk# | 12/21/2015 | WINE MERCHANT | | | |
|-----------------|-----------------|---------------|---------|---------|--|
| E 640-47000-252 | Wine For Resale | \$2,209.68 | 7053274 | WINE | |
| E 640-47000-252 | Wine For Resale | \$3,260.00 | 7058453 | WINE | |
| E 640-47000-259 | Freight | \$17.08 | 7058453 | FREIGHT | |
| E 640-48000-252 | Wine For Resale | \$255.66 | 7059273 | WINE | |
| E 640-48000-252 | Wine For Resale | \$480.10 | 7059544 | WINE | |
| E 640-47000-252 | Wine For Resale | \$871.00 | 7059573 | WINE | |
| E 640-47000-259 | Freight | \$4.88 | 7059573 | FREIGHT | |
| E 640-48000-252 | Wine For Resale | \$109.22 | 7060775 | WINE | |
| E 640-47000-259 | Freight | \$21.25 | 7060815 | FREIGHT | |

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| E 640-47000-252 | Wine For Resale | | \$3,407.66 | 7060815 | WINE |
| Total WINE MERCHANT | | | \$10,636.53 | | |
| <hr/> | | | | | |
| Paid Chk# | 100944 | 12/21/2015 | WIRTZ BEVERAGE MN BEER | | |
| E 640-47000-253 | Beer For Resale | | \$17.65 | 1090497783 | BEER |
| E 640-47000-253 | Beer For Resale | | \$1,833.70 | 1090497784 | BEER |
| E 640-48000-253 | Beer For Resale | | \$212.00 | 1090498287 | BEER |
| E 640-47000-253 | Beer For Resale | | \$95.20 | 1090500464 | BEER |
| E 640-47000-253 | Beer For Resale | | \$1,362.45 | 1090500465 | BEER |
| E 640-48000-253 | Beer For Resale | | \$237.00 | 1090500915 | BEER |
| E 640-48000-253 | Beer For Resale | | \$665.00 | 1090503062 | BEER |
| E 640-47000-253 | Beer For Resale | | \$71.40 | 1090503114 | BEER |
| E 640-47000-253 | Beer For Resale | | \$1,426.45 | 1090503115 | BEER |
| Total WIRTZ BEVERAGE MN BEER | | | \$5,920.85 | | |
| <hr/> | | | | | |
| Paid Chk# | 100945 | 12/21/2015 | WIRTZ BEVERAGE MN WINE & SPIRI | | |
| E 640-47000-252 | Wine For Resale | | \$2,700.00 | 1080405315 | WINE |
| E 640-47000-259 | Freight | | \$24.65 | 1080405315 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | \$4,288.25 | 1080405316 | LIQUOR |
| E 640-47000-259 | Freight | | \$37.58 | 1080405316 | FREIGHT |
| E 640-48000-251 | Liquor For Resale | | \$217.69 | 1080405409 | LIQUOR |
| E 640-47000-252 | Wine For Resale | | \$778.00 | 1080408232 | WINE |
| E 640-47000-259 | Freight | | \$7.25 | 1080408232 | FREIGHT |
| E 640-47000-259 | Freight | | \$4.35 | 1080408233 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | \$413.67 | 1080408233 | LIQUOR |
| E 640-47000-252 | Wine For Resale | | \$2,000.77 | 1080411008 | WINE |
| E 640-47000-259 | Freight | | \$18.85 | 1080411008 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | \$4,391.54 | 1080411009 | LIQUOR |
| E 640-47000-259 | Freight | | \$39.63 | 1080411009 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | \$116.98 | 1080411835 | LIQUOR |
| E 640-47000-259 | Freight | | \$1.45 | 1080411835 | FREIGHT |
| E 640-47000-259 | Freight | | \$2.90 | 1080412336 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | \$269.82 | 1080412336 | LIQUOR |
| Total WIRTZ BEVERAGE MN WINE & SPIRI | | | \$15,313.38 | | |
| <hr/> | | | | | |
| Paid Chk# | 100946 | 12/23/2015 | A-1 OUTDOOR POWER, INC. | | |
| E 101-43100-240 | Small Tools and Minor Equip | | \$191.75 | 371578 | TOOLS |
| E 610-40000-240 | Small Tools and Minor Equip | | \$501.88 | 371738 | TOOLS |
| E 620-40000-240 | Small Tools and Minor Equip | | \$501.87 | 371738 | TOOLS |
| Total A-1 OUTDOOR POWER, INC. | | | \$1,195.50 | | |
| <hr/> | | | | | |
| Paid Chk# | 100947 | 12/23/2015 | ABSOLUTE MECHANICAL | | |
| E 101-41940-404 | Repairs/Maint - Machin/Equip | | \$640.00 | 5936 | QUARTERLY MAINT. - HVAC |
| Total ABSOLUTE MECHANICAL | | | \$640.00 | | |
| <hr/> | | | | | |
| Paid Chk# | 100948 | 12/23/2015 | AERO MATERIAL HANDLING | | |
| E 101-41940-404 | Repairs/Maint - Machin/Equip | | \$425.00 | 12/16/15 | ANNUAL INSPECTION OF OVERHEAD CRANE - PW |
| Total AERO MATERIAL HANDLING | | | \$425.00 | | |
| <hr/> | | | | | |
| Paid Chk# | 100949 | 12/23/2015 | BANK OF AMERICA | | |
| E 101-42200-434 | Training and schools | | \$2,710.96 | | FD TV |
| E 101-42200-217 | Uniforms | | \$1,896.67 | | FD UNIFORMS |
| Total BANK OF AMERICA | | | \$4,607.63 | | |
| <hr/> | | | | | |
| Paid Chk# | 100950 | 12/23/2015 | BATTERIES PLUS | | |
| E 620-40000-210 | Operating Supplies (GENERAL) | | \$29.97 | 021-336394 | SUPPLIES |
| E 610-40000-210 | Operating Supplies (GENERAL) | | \$30.00 | 021-336394 | SUPPLIES |
| Total BATTERIES PLUS | | | \$59.97 | | |

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| Paid Chk# 100951 12/23/2015 BECKER ARENA PRODUCTS, INC. | | | | |
| E 101-45200-210 | Operating Supplies (GENERAL) | \$175.00 | 00105535 | HOCKEY NETS |
| Total BECKER ARENA PRODUCTS, INC. | | \$175.00 | | |
| Paid Chk# 100952 12/23/2015 BERRY COFFEE COMPANY | | | | |
| E 101-42200-499 | Miscellaneous | \$90.11 | RENT29851 | FD COFFEE MAKER LEASE |
| Total BERRY COFFEE COMPANY | | \$90.11 | | |
| Paid Chk# 100953 12/23/2015 BEST & FLANAGAN | | | | |
| E 101-41500-304 | Legal Fees | \$1,537.50 | 455488 | CITY COUNCIL |
| E 101-41500-304 | Legal Fees | \$450.00 | 455499 | CONTRACT REVIEW |
| E 101-41500-304 | Legal Fees | \$300.00 | 455500 | DATA PRACTICES ACT |
| E 101-41500-304 | Legal Fees | \$375.00 | 455501 | PLANNING COMM.MTGS |
| E 101-41500-304 | Legal Fees | \$3,585.00 | 455503 | ORDINANCES |
| E 316-40000-304 | Legal Fees | \$203.00 | 455504 | BAY CENTER TIF |
| E 101-41500-304 | Legal Fees | \$487.50 | 455505 | LIQUOR LICENSES |
| E 101-41500-304 | Legal Fees | \$675.00 | 455509 | BURLINGTON NORTHERN |
| E 101-41500-304 | Legal Fees | \$2,250.00 | 455511 | UNITARIAN CHURCH |
| E 101-41500-304 | Legal Fees | \$97.50 | 455512 | SPRINT LEASE |
| E 101-41500-304 | Legal Fees | \$75.00 | 455513 | LAKEFRONT CONSULTING CONTRACT |
| E 407-40000-304 | Legal Fees | \$112.50 | 455515 | CELL TOWER |
| E 101-41500-304 | Legal Fees | \$1,012.50 | 455516 | DOWNTOWN PARKING |
| E 101-41500-304 | Legal Fees | \$75.00 | 455517 | 743 LAKE STREET |
| E 101-41500-304 | Legal Fees | \$3,583.60 | 455518 | BRAD HOYT PROPERTY TAX APPEAL |
| E 101-41500-304 | Legal Fees | \$360.00 | 455519 | KADEE VS DIETRICH |
| E 101-41500-304 | Legal Fees | \$112.50 | 455520 | 240 MANITOBA |
| E 101-41500-304 | Legal Fees | \$337.50 | 455521 | 1120 WAYZ.BLVD. |
| E 101-41500-304 | Legal Fees | \$150.00 | 455522 | MEYER BROS.DAIRY |
| E 101-41500-304 | Legal Fees | \$337.50 | 455523 | BLDG.CODES |
| Total BEST & FLANAGAN | | \$16,116.60 | | |
| Paid Chk# 100954 12/23/2015 BIFFS, INC. | | | | |
| E 101-45200-415 | Other Equipment Rentals | \$62.50 | W584079 | PARKS SERVICE |
| Total BIFFS, INC. | | \$62.50 | | |
| Paid Chk# 100955 12/23/2015 BROOKDALE CHRYSLER, JEEP,DODGE | | | | |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | \$340.00 | 275007 | PARTS/REPAIRS |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | \$188.81 | 275100 | PARTS/REPAIRS |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | (\$100.00) | CM275007 | PARTS/REPAIRS |
| Total BROOKDALE CHRYSLER, JEEP,DODGE | | \$428.81 | | |
| Paid Chk# 100956 12/23/2015 CALTRELL | | | | |
| E 620-40000-404 | Repairs/Maint - Machin/Equip | \$20.44 | 29014 | PARTS/REPAIRS |
| E 610-40000-404 | Repairs/Maint - Machin/Equip | \$20.44 | 29014 | PARTS/REPAIRS |
| Total CALTRELL | | \$40.88 | | |
| Paid Chk# 100957 12/23/2015 CARQUEST OF WAYZATA | | | | |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | \$167.37 | 6976-313913 | PARTS |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | \$155.36 | 6976-313921 | PARTS |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | \$74.87 | 6976-314443 | PARTS |
| Total CARQUEST OF WAYZATA | | \$397.60 | | |
| Paid Chk# 100958 12/23/2015 CENTERPOINT ENERGY | | | | |
| E 101-41940-383 | Fuel, oil and natural gas | \$1,008.67 | | SERVICE |
| E 610-40000-383 | Fuel, oil and natural gas | \$93.52 | | SERVICE |
| E 640-47000-383 | Fuel, oil and natural gas | \$203.89 | | SERVICE |
| E 640-48000-383 | Fuel, oil and natural gas | \$815.54 | | SERVICE |
| E 101-41940-383 | Fuel, oil and natural gas | \$10.23 | | SERVICE |

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| E 101-42200-383 | Fuel, oil and natural gas | | \$284.62 | | SERVICE |
| | Total CENTERPOINT ENERGY | | \$2,416.47 | | |
| <hr/> | | | | | |
| Paid Chk# 100959 | 12/23/2015 | CHARLIE`S AUTO BODY | | | |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | | \$250.00 | 12/15/15 | SQUAD REPAIRS |
| | Total CHARLIE`S AUTO BODY | | \$250.00 | | |
| <hr/> | | | | | |
| Paid Chk# 100960 | 12/23/2015 | CITY VIEW PLUMBING & HEATING | | | |
| E 101-41940-401 | Repairs/Maint Buildings | | \$543.74 | 43816 | WARMING HOUSE REPAIRS |
| | Total CITY VIEW PLUMBING & HEATING | | \$543.74 | | |
| <hr/> | | | | | |
| Paid Chk# 100961 | 12/23/2015 | CLAREY S SAFETY EQUIPMENT | | | |
| E 101-42200-240 | Small Tools and Minor Equip | | \$358.46 | 158382 | FD TOOLS |
| E 101-42200-240 | Small Tools and Minor Equip | | \$263.00 | 159852 | FD TOOLS |
| E 101-42200-306 | Personnel Expense | | \$2,080.00 | 164170 | FD KEVLAR |
| | Total CLAREY S SAFETY EQUIPMENT | | \$2,701.46 | | |
| <hr/> | | | | | |
| Paid Chk# 100962 | 12/23/2015 | CLASSEY, KRISTIN | | | |
| E 235-40000-331 | Mileage & Expense Account | | \$28.17 | REIMB. | MILEAGE |
| | Total CLASSEY, KRISTIN | | \$28.17 | | |
| <hr/> | | | | | |
| Paid Chk# 100963 | 12/23/2015 | CLASSIC CLEANING COMPANY | | | |
| E 437-40000-401 | Repairs/Maint Buildings | | \$515.00 | 23047 | LIBRARY TILE FLOORS STRIP & REFINISH |
| E 101-41940-409 | Maint services & Improv | | \$1,783.00 | 23095 | MONTHLY CLEANING |
| E 101-41940-409 | Maint services & Improv | | \$579.00 | 23096 | PW MONTHLY CLEANING |
| | Total CLASSIC CLEANING COMPANY | | \$2,877.00 | | |
| <hr/> | | | | | |
| Paid Chk# 100964 | 12/23/2015 | COLD SIDE SILKSCREENING | | | |
| E 233-40000-499 | Miscellaneous | | \$161.83 | 65844 | LAKE EFFECT SHIRTS |
| | Total COLD SIDE SILKSCREENING | | \$161.83 | | |
| <hr/> | | | | | |
| Paid Chk# 100965 | 12/23/2015 | COMMERCIAL ASPHALT CO. | | | |
| E 430-40000-309 | Contractual Services | | \$59.12 | 151130 | ASPHALT |
| | Total COMMERCIAL ASPHALT CO. | | \$59.12 | | |
| <hr/> | | | | | |
| Paid Chk# 100966 | 12/23/2015 | CROW RIVER NURSERY | | | |
| E 101-45203-220 | Repair/Maint Supply (GENERAL) | | \$242.50 | 1031 | X-MAS TREES & DECORATIONS |
| | Total CROW RIVER NURSERY | | \$242.50 | | |
| <hr/> | | | | | |
| Paid Chk# 100967 | 12/23/2015 | CULLIGAN-BOTTLED WATER | | | |
| E 101-41940-499 | Miscellaneous | | \$14.32 | 100759 | BOTTLED WATER SUPPLIES |
| | Total CULLIGAN-BOTTLED WATER | | \$14.32 | | |
| <hr/> | | | | | |
| Paid Chk# 100968 | 12/23/2015 | DEPUTY REGISTRAR 126 | | | |
| E 409-43100-550 | Vehicles | | \$2,313.26 | STREET TRU | NEW STREET DEPT.TRUCK REGISTRATION |
| | Total DEPUTY REGISTRAR 126 | | \$2,313.26 | | |
| <hr/> | | | | | |
| Paid Chk# 100969 | 12/23/2015 | DIVERSIFIED ELECTRIC INC. | | | |
| E 610-40000-405 | Maint/Replac - System | | \$699.00 | 1365 | LIFTSTATION #5 |
| E 620-49100-405 | Maint/Replac - System | | \$1,375.00 | 1366 | LIFTSTATIONS #9, 14, 16 & 19 |
| E 101-41940-401 | Repairs/Maint Buildings | | \$779.00 | 1367 | BLDG.MAINT. |
| E 101-45203-220 | Repair/Maint Supply (GENERAL) | | \$985.00 | 1367 | BLVD.IRRIGATION |
| E 101-45203-220 | Repair/Maint Supply (GENERAL) | | \$790.00 | 1367 | BLVD.LIGHTING |
| E 670-40000-409 | Maint services & Improv | | \$325.00 | 1367 | STORMWATER |
| E 101-45203-220 | Repair/Maint Supply (GENERAL) | | \$525.00 | 1368 | BLVD.LIGHTING |
| E 101-45203-220 | Repair/Maint Supply (GENERAL) | | \$2,979.00 | 1369 | BLVD.LIGHTING |
| E 620-40000-405 | Maint/Replac - System | | \$4,370.00 | 1370 | LIFTSTATION #1 |
| E 233-40000-409 | Maint services & Improv | | \$4,088.00 | 1371 | BEACH HOUSE |
| E 101-41940-409 | Maint services & Improv | | \$485.00 | 1372 | PW |

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| E 437-40000-401 | Repairs/Maint Buildings | \$5,570.25 | 1373 | LIBRARY |
| Total DIVERSIFIED ELECTRIC INC. | | \$22,970.25 | | |
| <hr/> | | | | |
| Paid Chk# 100970 | 12/23/2015 | DORSEY & WHITNEY LLP | | |
| E 314-40000-304 | Legal Fees | \$15,084.19 | 3244613 | DOWNTOWN PARKING |
| Total DORSEY & WHITNEY LLP | | \$15,084.19 | | |
| <hr/> | | | | |
| Paid Chk# 100971 | 12/23/2015 | EHLERS | | |
| E 314-40000-304 | Legal Fees | \$4,830.00 | 69374 | DOWNTOWN PARKING |
| E 314-40000-304 | Legal Fees | \$948.75 | 69375 | TIF CONSULTING |
| Total EHLERS | | \$5,778.75 | | |
| <hr/> | | | | |
| Paid Chk# 100972 | 12/23/2015 | EIBENSTEINER, JIM | | |
| E 610-40000-217 | Uniforms | \$41.38 | REIMB. | UNIFORM REIMB. |
| E 620-40000-217 | Uniforms | \$41.38 | REIMB. | UNIFORM REIMB. |
| Total EIBENSTEINER, JIM | | \$82.76 | | |
| <hr/> | | | | |
| Paid Chk# 100973 | 12/23/2015 | EMBEDDED SYSTEMS, INC. | | |
| E 101-42500-409 | Maint services & Improv | \$527.16 | 33871 | CIVIL DEFENSE SIREN MAINT. |
| Total EMBEDDED SYSTEMS, INC. | | \$527.16 | | |
| <hr/> | | | | |
| Paid Chk# 100974 | 12/23/2015 | EMERGENCY RESPONSE SOLUTIONS | | |
| E 101-42200-240 | Small Tools and Minor Equip | \$1,397.65 | 5269 | FD TOOLS |
| Total EMERGENCY RESPONSE SOLUTIONS | | \$1,397.65 | | |
| <hr/> | | | | |
| Paid Chk# 100975 | 12/23/2015 | EULL S MANUFACTURING CO.,INC. | | |
| E 620-40000-225 | Repair & Maint - System | \$71.40 | 026653 | MANHOLE RINGS |
| Total EULL S MANUFACTURING CO.,INC. | | \$71.40 | | |
| <hr/> | | | | |
| Paid Chk# 100976 | 12/23/2015 | EXCEL DOCUMENT MGMT. | | |
| E 101-41500-200 | Office Supplies (GENERAL) | \$43.60 | 42181 | BUS.CARDS - DOUG REEDER |
| Total EXCEL DOCUMENT MGMT. | | \$43.60 | | |
| <hr/> | | | | |
| Paid Chk# 100977 | 12/23/2015 | FERNANDEZ, NICHOLE | | |
| E 101-42100-331 | Mileage & Expense Account | \$79.89 | | REPLACEMENT FOR LOST REIMB.CK |
| G 101-21721 | Flex Plan | \$427.31 | | FLEX SPENDING |
| Total FERNANDEZ, NICHOLE | | \$507.20 | | |
| <hr/> | | | | |
| Paid Chk# 100978 | 12/23/2015 | FINANCE AND COMMERCE | | |
| E 610-49100-499 | Miscellaneous | \$118.33 | 742511486 | BID AD FOR WTP#2 REHAB |
| Total FINANCE AND COMMERCE | | \$118.33 | | |
| <hr/> | | | | |
| Paid Chk# 100979 | 12/23/2015 | FIRE EQUIPMENT SPECIALTIES INC | | |
| E 101-42200-240 | Small Tools and Minor Equip | \$225.64 | 9066 | FD TOOLS |
| E 101-42200-306 | Personnel Expense | \$34.95 | 9076 | FD TOOLS |
| Total FIRE EQUIPMENT SPECIALTIES INC | | \$260.59 | | |
| <hr/> | | | | |
| Paid Chk# 100980 | 12/23/2015 | FRANKLINE BRONZE PLAQUES | | |
| E 101-41910-492 | HPB | \$1,618.57 | 21102 | HPB PLAQUE |
| Total FRANKLINE BRONZE PLAQUES | | \$1,618.57 | | |
| <hr/> | | | | |
| Paid Chk# 100981 | 12/23/2015 | GOPHER STATE ONE CALL | | |
| E 620-40000-313 | Permit Fees/Gopher State | \$114.02 | 149819 | LOCATES |
| E 610-40000-313 | Permit Fees/Gopher State | \$114.03 | 149819 | LOCATES |
| Total GOPHER STATE ONE CALL | | \$228.05 | | |
| <hr/> | | | | |
| Paid Chk# 100982 | 12/23/2015 | GRAINGER, INC. | | |
| E 620-40000-225 | Repair & Maint - System | \$28.22 | 9898912762 | PARTS |
| E 620-40000-210 | Operating Supplies (GENERAL) | \$29.13 | 9903014067 | PARTS |

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| E 610-40000-210 | Operating Supplies (GENERAL) | \$29.13 | 9903014067 | PARTS |
| E 408-40000-309 | Contractual Services | \$26.93 | 9907870779 | PARTS |
| E 610-40000-242 | Well & F.P. Equipment | \$782.85 | 9909196801 | PARTS |
| Total GRAINGER, INC. | | \$896.26 | | |
| Paid Chk# 100983 | 12/23/2015 | GREGORY METZ | | |
| E 101-42400-309 | Contractual Services | \$1,450.00 | 12/15/15 | PLAN REVIEW |
| Total GREGORY METZ | | \$1,450.00 | | |
| Paid Chk# 100984 | 12/23/2015 | GRIZZLY INDUSTRIAL, INC. | | |
| E 620-40000-210 | Operating Supplies (GENERAL) | \$15.24 | 49401458 | SUPPLIES |
| E 610-40000-210 | Operating Supplies (GENERAL) | \$15.25 | 49401458 | SUPPLIES |
| Total GRIZZLY INDUSTRIAL, INC. | | \$30.49 | | |
| Paid Chk# 100985 | 12/23/2015 | GROTH SEWER & WATER | | |
| G 101-20300 | Deposits Payable | \$1,019.00 | REFUND | STREET CUT DEPOSIT REFUND |
| R 101-00000-34190 | Charges for Services/Gen Gov | (\$140.00) | REFUND | DEGRADATION FEE |
| Total GROTH SEWER & WATER | | \$879.00 | | |
| Paid Chk# 100986 | 12/23/2015 | HD SUPPLY WATERWORKS, LTD | | |
| E 610-49100-405 | Maint/Replac - System | \$2,650.00 | E748997 | FIRE HYDRANT REPLACEMENT |
| E 610-49100-405 | Maint/Replac - System | (\$245.21) | E835329 | FIRE HYDRANT REPLACEMENT |
| Total HD SUPPLY WATERWORKS, LTD | | \$2,404.79 | | |
| Paid Chk# 100987 | 12/23/2015 | HEITZ, CHRISTOPHER | | |
| E 101-43100-331 | Mileage & Expense Account | \$136.85 | MILEAGE | MILEAGE REIMB. |
| Total HEITZ, CHRISTOPHER | | \$136.85 | | |
| Paid Chk# 100988 | 12/23/2015 | HENN.CNTY.ELECTIONS | | |
| E 101-41500-200 | Office Supplies (GENERAL) | \$267.14 | 1215-1 | ELECTION SUPPLIES |
| Total HENN.CNTY.ELECTIONS | | \$267.14 | | |
| Paid Chk# 100989 | 12/23/2015 | HENN.CNTY.INFO.TECH.DEPT. | | |
| E 101-43100-323 | Radio Units | \$150.00 | 1000067733 | RADIO CONNECTION |
| E 101-45200-323 | Radio Units | \$150.00 | 1000067733 | RADIO CONNECTION |
| E 620-40000-323 | Radio Units | \$81.39 | 1000067733 | RADIO CONNECTION |
| E 610-40000-323 | Radio Units | \$80.00 | 1000067733 | RADIO CONNECTION |
| E 101-42200-323 | Radio Units | \$962.58 | 1000067784 | RADIO CONNECTION |
| E 101-42100-323 | Radio Units | \$839.56 | 1000067785 | RADIO CONNECTION |
| Total HENN.CNTY.INFO.TECH.DEPT. | | \$2,263.53 | | |
| Paid Chk# 100990 | 12/23/2015 | HENNEPIN COUNTY SHERIFF S | | |
| E 101-42120-308 | Prisoner Care | \$428.60 | 1000067521 | PRISONER PROCESSING |
| Total HENNEPIN COUNTY SHERIFF S | | \$428.60 | | |
| Paid Chk# 100991 | 12/23/2015 | HOLIDAY | | |
| E 101-42100-210 | Operating Supplies (GENERAL) | \$8.58 | | PD SUPPLIES |
| Total HOLIDAY | | \$8.58 | | |
| Paid Chk# 100992 | 12/23/2015 | HOME DEPOT | | |
| E 610-40000-210 | Operating Supplies (GENERAL) | \$36.96 | | SUPPLIES |
| E 101-43100-210 | Operating Supplies (GENERAL) | \$85.56 | | SUPPLIES |
| E 101-45200-210 | Operating Supplies (GENERAL) | \$326.15 | | SUPPLIES |
| E 620-40000-210 | Operating Supplies (GENERAL) | \$36.96 | | SUPPLIES |
| Total HOME DEPOT | | \$485.63 | | |
| Paid Chk# 100993 | 12/23/2015 | INGERSOLL RAND INDUSTRIAL TECH | | |
| E 610-40000-242 | Well & F.P. Equipment | \$2,224.05 | 30492548 | PARTS |

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| Total INGERSOLL RAND INDUSTRIAL TECH | | \$2,224.05 | | |
| Paid Chk# | 12/23/2015 | INTERNATIONAL CODE COUNCIL | | |
| E 101-42400-433 | Dues, Licensing & Seminars | \$138.33 | 1000633296 | BLDG.CODE BOOKS |
| Total INTERNATIONAL CODE COUNCIL | | \$138.33 | | |
| Paid Chk# | 12/23/2015 | KD & COMPANY | | |
| E 101-43100-229 | Dirt, Sand and gravel | \$70.00 | 8299 | CONCRETE DISPOSAL |
| Total KD & COMPANY | | \$70.00 | | |
| Paid Chk# | 12/23/2015 | KENNETH N. POTTS, PA | | |
| E 101-42120-304 | Legal Fees | \$356.25 | 12/17/15 | LEGAL SERVICES |
| Total KENNETH N. POTTS, PA | | \$356.25 | | |
| Paid Chk# | 12/23/2015 | KIRVIDA FIRE, INC. | | |
| E 101-42200-404 | Repairs/Maint - Machin/Equip | \$533.61 | 5201 | FD REPAIRS |
| E 101-42200-404 | Repairs/Maint - Machin/Equip | \$498.76 | 5202 | FD REPAIRS |
| E 101-42200-404 | Repairs/Maint - Machin/Equip | \$622.28 | 5203 | FD REPAIRS |
| E 101-42200-404 | Repairs/Maint - Machin/Equip | \$411.28 | 5204 | FD REPAIRS |
| E 101-42200-404 | Repairs/Maint - Machin/Equip | \$248.20 | 5216 | FD REPAIRS |
| E 101-42200-404 | Repairs/Maint - Machin/Equip | \$248.20 | 5217 | FD REPAIRS |
| Total KIRVIDA FIRE, INC. | | \$2,562.33 | | |
| Paid Chk# | 12/23/2015 | KLAPPRICH, KEVIN | | |
| E 101-42200-409 | Maint services & Improv | \$423.75 | REIMB. | FD CARPET CLEANING |
| Total KLAPPRICH, KEVIN | | \$423.75 | | |
| Paid Chk# | 12/23/2015 | KLAPPRICH, KURT | | |
| E 101-45203-220 | Repair/Maint Supply (GENERAL) | \$95.99 | REIMB. | HOLIDAY LIGHTS |
| Total KLAPPRICH, KURT | | \$95.99 | | |
| Paid Chk# | 12/23/2015 | LAWSON PRODUCTS | | |
| E 101-45200-210 | Operating Supplies (GENERAL) | \$114.79 | 9303739668 | SUPPLIES |
| E 610-40000-210 | Operating Supplies (GENERAL) | \$114.80 | 9303739668 | SUPPLIES |
| E 620-40000-210 | Operating Supplies (GENERAL) | \$114.80 | 9303739668 | SUPPLIES |
| Total LAWSON PRODUCTS | | \$344.39 | | |
| Paid Chk# | 12/23/2015 | LEXISNEXIS RISK DATA | | |
| E 101-42100-309 | Contractual Services | \$66.00 | 121455020151 | PD SERVICE |
| Total LEXISNEXIS RISK DATA | | \$66.00 | | |
| Paid Chk# | 12/23/2015 | LOFFLER COMPANIES, INC. | | |
| E 101-41500-311 | Data Processing | \$2,870.00 | 2122378 | NETWORK SUPPORT |
| E 409-40000-540 | Equipment | \$659.00 | 2123717 | COMPUTER |
| E 409-40000-540 | Equipment | \$761.00 | 2126324 | MICROSOFT OFFICE |
| E 409-40000-540 | Equipment | \$431.25 | CW43829 | COMPUTER |
| Total LOFFLER COMPANIES, INC. | | \$4,721.25 | | |
| Paid Chk# | 12/23/2015 | MACQUEEN EQUIPMENT, INC. | | |
| E 101-43100-220 | Repair/Maint Supply (GENERAL) | \$1,028.28 | 2160300 | PARTS |
| Total MACQUEEN EQUIPMENT, INC. | | \$1,028.28 | | |
| Paid Chk# | 12/23/2015 | MADSON, ELISSA | | |
| E 101-41910-492 | HPB | \$57.78 | REIMB. | HPB EXPENSES |
| Total MADSON, ELISSA | | \$57.78 | | |
| Paid Chk# | 12/23/2015 | MANSFIELD OIL COMPANY | | |
| E 101-49200-212 | Motor Fuels | \$2,063.59 | 37402 | FUEL |
| E 101-49200-212 | Motor Fuels | \$1,199.48 | 6797 | FUEL |

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| E 101-49200-212 | Motor Fuels | \$963.50 | 994103 | FUEL |
| E 101-49200-212 | Motor Fuels | \$595.91 | 997469 | FUEL |
| Total MANSFIELD OIL COMPANY | | \$4,822.48 | | |
| Paid Chk# 101006 | 12/23/2015 | MARY DELAITTRE | | |
| E 233-40000-302 | Consultants | \$10,178.25 | 12/2/15 | LAKE EFFECT |
| Total MARY DELAITTRE | | \$10,178.25 | | |
| Paid Chk# 101007 | 12/23/2015 | MATHEWS, BILL | | |
| E 101-42100-331 | Mileage & Expense Account | \$33.51 | REIMB. | MTG.MEALS |
| Total MATHEWS, BILL | | \$33.51 | | |
| Paid Chk# 101008 | 12/23/2015 | MED COMPASS | | |
| E 101-42200-241 | Safety equip/testings | \$80.00 | 28334 | FD MEDICAL EXAMS |
| Total MED COMPASS | | \$80.00 | | |
| Paid Chk# 101009 | 12/23/2015 | MEDIACOM | | |
| E 101-41940-321 | Telephone | \$309.95 | | SERVICE |
| Total MEDIACOM | | \$309.95 | | |
| Paid Chk# 101010 | 12/23/2015 | MENARD S | | |
| E 101-45203-220 | Repair/Maint Supply (GENERAL) | \$1,032.75 | | HOLIDAY LIGHTS |
| Total MENARD S | | \$1,032.75 | | |
| Paid Chk# 101011 | 12/23/2015 | METERING & TECHNOLOGY SOLUTION | | |
| G 610-14100 | Inventory of Material/Supply | \$1,432.00 | 5213 | WATER METERS |
| G 620-14100 | Inventory of Material/Supply | \$1,432.00 | 5213 | WATER METERS |
| Total METERING & TECHNOLOGY SOLUTION | | \$2,864.00 | | |
| Paid Chk# 101012 | 12/23/2015 | METRO SALES INC. | | |
| E 101-42100-200 | Office Supplies (GENERAL) | \$370.00 | INV420483 | PD REPAIRS |
| Total METRO SALES INC. | | \$370.00 | | |
| Paid Chk# 101013 | 12/23/2015 | METROPOLITAN COUNCIL | | |
| E 408-40000-402 | Sidewalk Replacement | \$15,000.00 | 0001048663 | IMPROVEMENTS ASSOCIATED WITH MCES FORCE MAIN PROJECTS |
| E 430-40000-309 | Contractual Services | \$456,060.90 | 0001048663 | IMPROVEMENTS ASSOCIATED WITH MCES FORCE MAIN PROJECTS |
| E 610-49100-309 | Contractual Services | \$45,197.80 | 0001048663 | IMPROVEMENTS ASSOCIATED WITH MCES FORCE MAIN PROJECTS |
| E 430-40000-309 | Contractual Services | \$30,197.78 | 0001048663 | IMPROVEMENTS ASSOCIATED WITH MCES FORCE MAIN PROJECTS |
| Total METROPOLITAN COUNCIL | | \$546,456.48 | | |
| Paid Chk# 101014 | 12/23/2015 | MEYER, BORGMAN, JOHNSON | | |
| E 101-42400-303 | Engineering Fees | \$6,442.50 | 15.627.0-4 | PRES.HOMES PLAN REVIEW |
| Total MEYER, BORGMAN, JOHNSON | | \$6,442.50 | | |
| Paid Chk# 101015 | 12/23/2015 | MIDWAY FORD | | |
| E 409-43100-550 | Vehicles | \$35,038.60 | 106242 | STREET DEPT TRUCK |
| Total MIDWAY FORD | | \$35,038.60 | | |
| Paid Chk# 101016 | 12/23/2015 | MILLER TRUCKING & LANDSCAPE | | |
| G 101-20310 | Escrow | \$1,019.00 | REFUND | STREET CUT DEPOSIT REFUND |
| R 101-00000-34190 | Charges for Services/Gen Gov | (\$75.00) | REFUND | DEGRADATION FEE |
| Total MILLER TRUCKING & LANDSCAPE | | \$944.00 | | |
| Paid Chk# 101017 | 12/23/2015 | MINNESOTA EQUIPMENT | | |
| E 101-45200-240 | Small Tools and Minor Equip | \$350.00 | E01562 | LAWN MOWER |
| E 101-45200-221 | Equipment Parts | \$4.61 | P39313 | PARTS |

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| Total MINNESOTA EQUIPMENT | | \$354.61 | | |
| Paid Chk# 101018 | 12/23/2015 | MINNESOTA PLUMBING & HEATING | | |
| E 101-41940-404 | Repairs/Maint - Machin/Equip | \$883.32 | 20212 | PW HEATING UNIT REPAIRS |
| Total MINNESOTA PLUMBING & HEATING | | \$883.32 | | |
| Paid Chk# 101019 | 12/23/2015 | MINNETONKA, CITY OF | | |
| E 101-43200-309 | Contractual Services | \$30,877.00 | ENVIRON HE | 2015 ENVIRONMENTAL HEALTH INSPECTIONS |
| Total MINNETONKA, CITY OF | | \$30,877.00 | | |
| Paid Chk# 101020 | 12/23/2015 | MN CHIEFS OF POLICE ASSOC. | | |
| E 101-42100-350 | Printing & Publishing | \$31.90 | 4700 | PD PERMITS |
| Total MN CHIEFS OF POLICE ASSOC. | | \$31.90 | | |
| Paid Chk# 101021 | 12/23/2015 | MOSS & BARNETT | | |
| E 101-41500-304 | Legal Fees | \$880.50 | 637573 | MEDIACOM FRANCHISE RENEWAL |
| Total MOSS & BARNETT | | \$880.50 | | |
| Paid Chk# 101022 | 12/23/2015 | MUNSON LAKES NUTRITION | | |
| E 620-40000-217 | Uniforms | \$50.00 | 0429742CP | UTILITY UNIFORM |
| E 610-40000-217 | Uniforms | \$50.00 | 0429742CP | UTILITY UNIFORM |
| Total MUNSON LAKES NUTRITION | | \$100.00 | | |
| Paid Chk# 101023 | 12/23/2015 | NAPA AUTO PARTS-LONG LAKE | | |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | \$10.88 | 297994 | PARTS |
| E 101-43100-210 | Operating Supplies (GENERAL) | \$8.29 | 298859 | PARTS |
| Total NAPA AUTO PARTS-LONG LAKE | | \$19.17 | | |
| Paid Chk# 101024 | 12/23/2015 | NAPA AUTO PARTS-WATERTOWN | | |
| E 610-40000-210 | Operating Supplies (GENERAL) | \$14.23 | 449645 | PARTS |
| E 620-40000-210 | Operating Supplies (GENERAL) | \$14.24 | 449645 | PARTS |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | \$12.02 | 449648 | PARTS |
| Total NAPA AUTO PARTS-WATERTOWN | | \$40.49 | | |
| Paid Chk# 101025 | 12/23/2015 | NEW PIG | | |
| E 101-43100-210 | Operating Supplies (GENERAL) | \$97.74 | 21822587-00 | SUPPLIES |
| Total NEW PIG | | \$97.74 | | |
| Paid Chk# 101026 | 12/23/2015 | NORTHERN GREEN EXPO | | |
| E 101-45200-433 | Dues, Licensing & Seminars | \$90.00 | REGISTRATIO | CLASS REGISTRATION |
| Total NORTHERN GREEN EXPO | | \$90.00 | | |
| Paid Chk# 101027 | 12/23/2015 | OFFICE DEPOT | | |
| E 101-45200-200 | Office Supplies (GENERAL) | \$49.09 | 808925946001 | SUPPLIES |
| E 101-43100-200 | Office Supplies (GENERAL) | \$10.02 | 808925947001 | SUPPLIES |
| E 101-41500-200 | Office Supplies (GENERAL) | \$41.19 | 810109830001 | SUPPLIES |
| E 630-40000-200 | Office Supplies (GENERAL) | \$8.22 | 810109830001 | SUPPLIES |
| E 101-42100-200 | Office Supplies (GENERAL) | \$22.48 | 810109830001 | SUPPLIES |
| E 640-48000-200 | Office Supplies (GENERAL) | \$106.82 | 810109830001 | SUPPLIES |
| E 101-41100-210 | Operating Supplies (GENERAL) | \$83.34 | 810109830001 | SUPPLIES |
| E 101-41940-210 | Operating Supplies (GENERAL) | \$48.09 | 810109830001 | SUPPLIES |
| E 235-40000-200 | Office Supplies (GENERAL) | \$18.79 | 810109988001 | SUPPLIES |
| E 640-48000-200 | Office Supplies (GENERAL) | (\$44.98) | 810376764001 | SUPPLIES |
| E 640-48000-200 | Office Supplies (GENERAL) | \$41.24 | 810376765001 | SUPPLIES |
| E 101-41500-200 | Office Supplies (GENERAL) | \$69.49 | 811528367001 | SUPPLIES |
| Total OFFICE DEPOT | | \$453.79 | | |
| Paid Chk# 101028 | 12/23/2015 | PAKOR INC. | | |
| E 630-40000-210 | Operating Supplies (GENERAL) | \$217.39 | 8015687 | PASSPORT PROCESSING SUPPLIES |

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| Total PAKOR INC. | | \$217.39 | | |
| Paid Chk# 101029 | 12/23/2015 PIRTEK | | | |
| E 620-40000-224 | Repair & Maint - Motor Equip | \$38.78 | S2204616.001 | PARTS |
| E 610-40000-224 | Repair & Maint - Motor Equip | \$38.78 | S2204616.001 | PARTS |
| Total PIRTEK | | \$77.56 | | |
| Paid Chk# 101030 | 12/23/2015 PLYMOUTH AUTOMOTIVE INC. | | | |
| E 240-40000-499 | Miscellaneous | \$137.09 | | DWI TOWING SERVICE |
| Total PLYMOUTH AUTOMOTIVE INC. | | \$137.09 | | |
| Paid Chk# 101031 | 12/23/2015 PLYMOUTH, CITY OF | | | |
| E 101-42100-434 | Training and schools | \$260.26 | 2015-102 | PD TRAINING |
| E 650-47700-309 | Contractual Services | \$3,688.00 | 2015-125 | YARD WASTE USAGE |
| Total PLYMOUTH, CITY OF | | \$3,948.26 | | |
| Paid Chk# 101032 | 12/23/2015 POPP TELECOM | | | |
| E 620-40000-323 | Radio Units | \$32.69 | | SERVICE |
| E 610-40000-323 | Radio Units | \$89.55 | | SERVICE |
| E 101-41940-321 | Telephone | \$304.07 | | SERVICE |
| E 640-48000-321 | Telephone | \$100.00 | | SERVICE |
| E 640-47000-321 | Telephone | \$100.00 | | SERVICE |
| E 101-42100-309 | Contractual Services | \$33.24 | | LONG LAKE PD PHONE |
| E 409-40000-540 | Equipment | \$1,149.00 | 131881 | REMOTE SOFTWARE |
| E 101-41940-321 | Telephone | \$2,181.60 | 132164 | MAINT.CONTRACT FOR PHONE SYSTEM |
| Total POPP TELECOM | | \$3,990.15 | | |
| Paid Chk# 101033 | 12/23/2015 RIGID HITCH INC. | | | |
| E 101-43100-220 | Repair/Maint Supply (GENERAL) | \$509.68 | 1927708124 | PARTS |
| Total RIGID HITCH INC. | | \$509.68 | | |
| Paid Chk# 101034 | 12/23/2015 RISVOLD, MICHAEL | | | |
| E 101-42100-540 | Equipment | \$199.98 | REIMB. | RECORDERS |
| Total RISVOLD, MICHAEL | | \$199.98 | | |
| Paid Chk# 101035 | 12/23/2015 SCHRADER S LAW ENFORCEMENT SUP | | | |
| E 101-42100-217 | Uniforms | \$280.00 | 15-298 | PD UNIFORMS |
| Total SCHRADER S LAW ENFORCEMENT SUP | | \$280.00 | | |
| Paid Chk# 101036 | 12/23/2015 SEELAND, ANDERS | | | |
| E 101-42200-210 | Operating Supplies (GENERAL) | \$163.58 | REIMB. | FD SUPPLIES |
| Total SEELAND, ANDERS | | \$163.58 | | |
| Paid Chk# 101037 | 12/23/2015 SHEPARD DATA SERVICES | | | |
| E 101-41500-302 | Consultants | \$200.00 | 113015095 | DATA REQUESTS/EMAIL EXTRACTION |
| Total SHEPARD DATA SERVICES | | \$200.00 | | |
| Paid Chk# 101038 | 12/23/2015 SHORT ELLIOTT HENDRICKSON INC. | | | |
| E 407-40000-303 | Engineering Fees | \$3,020.00 | 307199 | TELECOM |
| G 101-20310 | Escrow | \$3,953.46 | 308319 | AT&T ESCROW PROJECT |
| Total SHORT ELLIOTT HENDRICKSON INC. | | \$6,973.46 | | |
| Paid Chk# 101039 | 12/23/2015 SOUTH METRO PUBLIC SAFETY | | | |
| E 101-42200-434 | Training and schools | \$1,500.00 | 9217 | FD TRAINING |
| Total SOUTH METRO PUBLIC SAFETY | | \$1,500.00 | | |
| Paid Chk# 101040 | 12/23/2015 SPRINT | | | |
| E 101-42100-323 | Radio Units | \$255.17 | 134573312-16 | PD SERVICE |
| Total SPRINT | | \$255.17 | | |

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| Paid Chk# | 101041 | 12/23/2015 | SRF CONSULTING GROUP, INC. | | |
| E 408-40000-302 | Consultants | | \$17,236.48 | 08758.00-8 | PEAVEY BRIDGE |
| E 314-40000-302 | Consultants | | \$3,840.87 | 08866.00-7 | DOWNTOWN PARKING |
| E 430-40000-302 | Consultants | | \$299.48 | 09015.00-2 | 2015 STREETS |
| E 430-40000-302 | Consultants | | \$2,229.65 | 09068.00-1 | 2015-2016 STREETS |
| Total | SRF CONSULTING GROUP, INC. | | \$23,606.48 | | |
| Paid Chk# | 101042 | 12/23/2015 | STANTEC CONSULTING SERVICES | | |
| G 101-20310 | Escrow | | \$228.00 | 985117 | 2030 WAYZ.BLVD.WETLAND ESCROW |
| E 610-49100-302 | Consultants | | \$4,319.50 | 985118 | WTP#2 |
| E 620-49100-302 | Consultants | | \$4,781.33 | 985119 | LIFTSTATION #5 |
| E 610-49100-302 | Consultants | | \$29,647.10 | 985120 | WTP#2 |
| E 408-40000-302 | Consultants | | \$3,260.25 | 985121 | EMERG.GENERATOR |
| Total | STANTEC CONSULTING SERVICES | | \$42,236.18 | | |
| Paid Chk# | 101043 | 12/23/2015 | STEINER KOPPELMAN INC | | |
| R 610-00000-37155 | City s W/S Access Charge | | \$2,014.00 | REFUND | SAC & WAC REFUND |
| R 620-00000-37155 | City s W/S Access Charge | | \$602.00 | REFUND | SAC & WAC REFUND |
| G 101-20831 | MWCC (SAC) | | \$2,485.00 | REFUND | SAC & WAC REFUND |
| Total | STEINER KOPPELMAN INC | | \$5,101.00 | | |
| Paid Chk# | 101044 | 12/23/2015 | STREICHER S | | |
| E 101-42100-210 | Operating Supplies (GENERAL) | | \$35.98 | I1182178 | PD SUPPLIES |
| E 101-42100-210 | Operating Supplies (GENERAL) | | \$159.84 | I1183182 | PD SUPPLIES |
| E 101-42100-210 | Operating Supplies (GENERAL) | | \$66.98 | I1183185 | PD SUPPLIES |
| Total | STREICHER S | | \$262.80 | | |
| Paid Chk# | 101045 | 12/23/2015 | SUBURBAN TIRE WHOLESale INC. | | |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | | \$503.64 | 10136786 | PD TIRES |
| Total | SUBURBAN TIRE WHOLESale INC. | | \$503.64 | | |
| Paid Chk# | 101046 | 12/23/2015 | SW NEWS MEDIA | | |
| E 101-45200-499 | Miscellaneous | | \$180.00 | 1835094 | PARKS EMPLOYMENT AD |
| E 101-41500-350 | Printing & Publishing | | \$28.50 | 1835095 | LEGAL NOTICES |
| E 640-48000-340 | Advertising | | \$263.90 | 378113 | BAR AD |
| Total | SW NEWS MEDIA | | \$472.40 | | |
| Paid Chk# | 101047 | 12/23/2015 | SYSTEM ONE CONTROL | | |
| E 101-41940-404 | Repairs/Maint - Machin/Equip | | \$2,125.00 | 500062.04 | ANNUAL SUPPORT |
| Total | SYSTEM ONE CONTROL | | \$2,125.00 | | |
| Paid Chk# | 101048 | 12/23/2015 | TERMINAL SUPPLY CO. | | |
| E 101-43100-210 | Operating Supplies (GENERAL) | | \$110.07 | 73794-00 | SUPPLIES |
| Total | TERMINAL SUPPLY CO. | | \$110.07 | | |
| Paid Chk# | 101049 | 12/23/2015 | TIME SAVER | | |
| E 101-41100-302 | Consultants | | \$222.00 | M21810 | MTG.MINUTES |
| Total | TIME SAVER | | \$222.00 | | |
| Paid Chk# | 101050 | 12/23/2015 | TONKA AUTO & MARINE | | |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | | \$80.00 | 11110 | REPAIRS |
| E 610-40000-404 | Repairs/Maint - Machin/Equip | | \$10.00 | 11116 | REPAIRS |
| E 620-40000-404 | Repairs/Maint - Machin/Equip | | \$9.95 | 11116 | REPAIRS |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | | \$93.66 | 11149 | REPAIRS |
| Total | TONKA AUTO & MARINE | | \$193.61 | | |
| Paid Chk# | 101051 | 12/23/2015 | TRI-CITY | | |
| E 610-40000-313 | Permit Fees/Gopher State | | \$52.50 | 11/1-11/30/15 | WATER ANALYSIS |

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| Total TRI-CITY | | \$52.50 | | |
| Paid Chk# | 101052 | 12/23/2015 | TRI-COUNTY LAW ENFORCEMENT | |
| E | 101-42100-433 | Dues, Licensing & Seminars | \$75.00 | 11/30/15 PD DUES |
| Total TRI-COUNTY LAW ENFORCEMENT | | \$75.00 | | |
| Paid Chk# | 101053 | 12/23/2015 | TWIST OFFICE PRODUCTS | |
| E | 101-42100-200 | Office Supplies (GENERAL) | \$61.18 | 745330-0 PD SUPPLIES |
| Total TWIST OFFICE PRODUCTS | | \$61.18 | | |
| Paid Chk# | 101054 | 12/23/2015 | UNIFORMS UNLIMITED | |
| E | 101-42100-217 | Uniforms | \$123.96 | 7703-2 PD UNIFORMS |
| E | 101-42100-217 | Uniforms | \$115.98 | 8193-2 PD UNIFORMS |
| E | 101-42100-217 | Uniforms | \$116.91 | 8197-2 PD UNIFORMS |
| E | 101-42100-217 | Uniforms | \$14.99 | 8208-2 PD UNIFORMS |
| Total UNIFORMS UNLIMITED | | \$371.84 | | |
| Paid Chk# | 101055 | 12/23/2015 | UNIVERSAL PAINTING & DRYWALL | |
| E | 437-40000-401 | Repairs/Maint Buildings | \$925.00 | 8824 LIBRARY REPAIRS |
| Total UNIVERSAL PAINTING & DRYWALL | | \$925.00 | | |
| Paid Chk# | 101056 | 12/23/2015 | UPS STORE | |
| E | 610-40000-322 | Postage | \$109.31 | 2306 SHIPPING EXP. |
| E | 640-48000-210 | Operating Supplies (GENERAL) | \$53.64 | 2661 BAR SUPPLIES |
| Total UPS STORE | | \$162.95 | | |
| Paid Chk# | 101057 | 12/23/2015 | US HEALTH WORKS MEDICAL GROUP | |
| E | 101-41500-306 | Personnel Expense | \$215.00 | 0050564-MN EMPLOYMENT EXAM |
| Total US HEALTH WORKS MEDICAL GROUP | | \$215.00 | | |
| Paid Chk# | 101058 | 12/23/2015 | USA BLUE BOOK | |
| E | 610-40000-241 | Safety equip/testings | \$79.35 | 820095 SAFETY GEAR |
| E | 620-40000-240 | Small Tools and Minor Equip | \$79.35 | 820095 SAFETY GEAR |
| E | 610-40000-240 | Small Tools and Minor Equip | \$79.35 | 820095 SAFETY GEAR |
| E | 620-40000-241 | Safety equip/testings | \$79.34 | 820095 SAFETY GEAR |
| Total USA BLUE BOOK | | \$317.39 | | |
| Paid Chk# | 101059 | 12/23/2015 | USA SAFETY SUPPLY CORP | |
| E | 101-45200-241 | Safety equip/testings | \$350.21 | 103748 SAFETY GEAR |
| Total USA SAFETY SUPPLY CORP | | \$350.21 | | |
| Paid Chk# | 101060 | 12/23/2015 | VALLEY PAVING, INC | |
| E | 670-49100-309 | Contractual Services | \$308,556.00 | 4 2015 STREET & STORMWATER IMPROVEMENTS |
| E | 430-40000-309 | Contractual Services | \$331,449.43 | 4 2015 STREET & STORMWATER IMPROVEMENTS |
| Total VALLEY PAVING, INC | | \$640,005.43 | | |
| Paid Chk# | 101061 | 12/23/2015 | VAN PAPER COMPANY | |
| E | 101-43100-200 | Office Supplies (GENERAL) | \$151.37 | 370269 SUPPLIES |
| E | 610-40000-200 | Office Supplies (GENERAL) | \$75.69 | 370269 SUPPLIES |
| E | 101-45200-200 | Office Supplies (GENERAL) | \$151.37 | 370269 SUPPLIES |
| E | 620-40000-200 | Office Supplies (GENERAL) | \$75.69 | 370269 SUPPLIES |
| E | 101-41940-210 | Operating Supplies (GENERAL) | \$36.76 | 370285 SUPPLIES |
| Total VAN PAPER COMPANY | | \$490.88 | | |
| Paid Chk# | 101062 | 12/23/2015 | VERIZON WIRELESS | |
| E | 101-42100-323 | Radio Units | \$400.10 | 9757111536 PD SERVICE |
| Total VERIZON WIRELESS | | \$400.10 | | |
| Paid Chk# | 101063 | 12/23/2015 | VISU-SEWER CLEAN & SEAL, INC. | |

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December 2015

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| E 620-40000-405 | Maint/Replac - System | \$1,199.50 | 27279 | RIDGEVIEW DRIVE SEAL |
| Total VISU-SEWER CLEAN & SEAL, INC. | | \$1,199.50 | | |
| <hr/> | | | | |
| Paid Chk# 101064 | 12/23/2015 | WAYZATA COMMUNITY FOUNDATION | | |
| E 101-41100-499 | Miscellaneous | \$557.50 | LITEUPTHELA | LIGHT UP THE LAKE EVENT |
| Total WAYZATA COMMUNITY FOUNDATION | | \$557.50 | | |
| <hr/> | | | | |
| Paid Chk# 101065 | 12/23/2015 | WAYZATA HISTORICAL SOCIETY | | |
| E 101-41910-492 | HPB | \$340.00 | REIMB. | REIMB.FOR HPB BOOKS |
| Total WAYZATA HISTORICAL SOCIETY | | \$340.00 | | |
| <hr/> | | | | |
| Paid Chk# 101066 | 12/23/2015 | WESTSIDE WHOLESALE TIRE | | |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | \$611.20 | 757530 | TIRES |
| E 101-42100-404 | Repairs/Maint - Machin/Equip | \$599.20 | 758839 | TIRES |
| E 101-45200-222 | Repair & Maint - Equip | \$121.68 | 759280 | TIRES |
| Total WESTSIDE WHOLESALE TIRE | | \$1,332.08 | | |
| <hr/> | | | | |
| Paid Chk# 101067 | 12/23/2015 | WSB & ASSOCIATES | | |
| E 430-40000-309 | Contractual Services | \$2,689.50 | 01204-391-8 | 2015 STREETS |
| Total WSB & ASSOCIATES | | \$2,689.50 | | |
| <hr/> | | | | |
| Paid Chk# 101068 | 12/23/2015 | XCEL ENERGY | | |
| E 620-40000-381 | Electric Utilities | \$914.06 | | SERVICE |
| E 101-45203-381 | Electric Utilities | \$3,900.46 | | SERVICE |
| E 101-41940-381 | Electric Utilities | \$17.60 | | SERVICE |
| Total XCEL ENERGY | | \$4,832.12 | | |
| <hr/> | | | | |
| Paid Chk# 101069 | 12/23/2015 | ZIEGLER | | |
| E 101-43100-220 | Repair/Maint Supply (GENERAL) | \$167.14 | PC001731192 | PARTS |
| E 101-43100-220 | Repair/Maint Supply (GENERAL) | \$209.22 | PC001731193 | PARTS |
| Total ZIEGLER | | \$376.36 | | |
| 10100 Anchor Bank | | \$1,677,170.45 | | |

Fund Summary

| 10100 Anchor Bank | |
|---------------------------|----------------|
| 101 GENERAL FUND | \$127,203.02 |
| 233 LAKFRONT IMPROVE | \$22,203.08 |
| 235 CABLE TV | \$46.96 |
| 240 DWI FORFIETURES | \$137.09 |
| 314 WIDSTEN | \$24,703.81 |
| 316 BAY CENTER | \$203.00 |
| 407 CELL TOWER | \$3,132.50 |
| 408 GENERAL CIP | \$35,523.66 |
| 409 EQUIP REVOLVING | \$40,352.11 |
| 430 STREET CIP | \$822,985.86 |
| 437 LIBRARY/COMM.ROOM CIP | \$7,010.25 |
| 610 WATER FUND | \$90,515.57 |
| 620 SEWER FUND | \$16,138.75 |
| 630 MOTOR VEHICLE | \$225.61 |
| 640 LIQUOR | \$174,220.18 |
| 650 SOLID WASTE | \$3,688.00 |
| 670 STORMWATER | \$308,881.00 |
| | <hr/> |
| | \$1,677,170.45 |

12/15/2015

THE FOLLOWING 2016 MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY

| 2016 Gas Fitters License | |
|--|-------------------|
| Associated Mechanical Contractors | Shakopee, MN |
| Horizon Contractors Inc | Shakopee, MN |
| Metropolitan Mech Contractors | Eden Prairie, MN |
| Pride Heating & A/C | Blaine, MN |
| Pronto Heating & A/C | Edina, MN |
| Yale Mechanical | Bloomington, MN |
| 2016 Swimming Pool License | |
| Highcroft Wayzata | 101 Peavey Lane |
| Woodhill Country Club | 200 Woodhill Road |
| 2016 Tree Removal & Treatment License | |
| AAA Shadywood Tree Experts | Hopkins, MN |
| Aaspen Tree Service, LLC | Wayzata, MN |
| Bartlett Tree Experts | Plymouth, MN |
| Elijah's Treecare | Plymouth, MN |
| North Star Tree Care, Inc | Pierz, MN |
| Ryan's Tree Care | Wayzata, MN |
| The Tree & Stump Company | Savage, MN |
| Tim's Tree Service | St Louis Park, MN |
| Tongen Tree | Tonka Bay, MN |
| Treecare Inc | Shorewood, MN |
| Vineland Tree Care | Minneapolis, MN |

2016 MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL ON 01/05/2016

(Recommended for approval, pending staff review for completeness of application materials.)

| 2016 Kennel License | |
|---|---------------------|
| Andrea Wallack | 215 Gleason Lake Rd |
| 2016 Massage License | |
| Kim Janz - Juut Salon Spa | 1125 Wayzata Blvd E |
| Stephanie Hansen - Juut Salon Spa | 1125 Wayzata Blvd E |
| Sheila Shroeder - Juut Salon Spa | 1125 Wayzata Blvd E |
| Permit for a ONE (1) Day Temporary Consumption and Display Permit at Unitarian Universalist Church of Minnetonka on January 30, 2016 | |
| Unitarian Universalist Church of Minnetonka | 605 Rice Street |



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake

600 Rice Street
Wayzata, MN 55391-1734
(952) 404-5340
Fax: (952) 404-5359

To: Doug Reeder

From: CSO Haapoja

Date: December 17th, 2015

Re: Dog Kennel License Renewal

The Wayzata Police Department received a Kennel License Application from Andrea Wallack. This application is for a renewal of a current license.

Wallack has 3 dogs, all of which are currently licensed in the City of Wayzata. Per city ordinance an inspection of the home and yard was completed on December 17th, 2015. The interior of the home was found to be clean and sanitary and food and water was accessible to the dogs. The yard was clean and free of hazards. I have no areas of concern for approving the application.

There are no calls regarding animals at the residence since the last licensing renewal.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TEMPORARY CONSUMPTION AND DISPLAY PERMIT**

(City or county may not issue more than 10 permits in any one year)

| | | | |
|---|---|-------------------|----------|
| Name of organization | Date organized | Tax exempt number | |
| Unitarian Universalist Church of Munnickoka | 1960 | 23688 | |
| Address | City | State | Zip Code |
| 605 Rice Street | Wayzata | Minnesota | 55391 |
| Name of person making application | Business phone | Home phone | |
| Judy Regan / Bill Tregaskis | 952-473-5900 | | |
| Date(s) of event | Type of organization | | |
| Saturday, January 30 th 2016 | <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Other non-profit | | |
| Organization officer's name | City | State | Zip |
| X Rev Kent Hemmen Saleska | Wayzata | Minnesota | 55391 |

Add New Officer

Location where permit will be used. If an outdoor area, describe.

605 Rice Street, Wayzata (Inside)

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

| | |
|--------------------------------------|------------------------------|
| Wayzata | Date Approved |
| City or County approving the license | |
| \$ 25.00 | Permit Date |
| Fee Amount | |
| 12-15-15 # 32742 | City or County Email Address |
| Date Fee Paid | City or County phone number |

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

RECEIVED

DEC 11 2015

CITY OF WAYZATA



APPLICATION FOR A 1 DAY TEMPORARY CONSUMPTION AND DISPLAY PERMIT

RECEIVED

CITY OF WAYZATA

NAME OF ORGANIZATION: Unitarian Universalist Church of Minnetonka

DATE(S) OF EVENT: Sat. Jan 30th 2016 START TIME: 7:00 PM STOP TIME: 10:00 PM

NAME OF EVENT: Performing Arts Concert Series - Aecia Saxophone Quartet

DESCRIPTION OF EVENT: Musical concert

NAME OF LOCATION WHERE EVENT WILL BE HELD: Unitarian Universalist Church

ADDRESS WHERE EVENT WILL BE HELD: 605 Rice Street

NAME OF PERSON IN CHARGE AT EVENT: William Tregaskis

TELEPHONE NUMBER OF PERSON IN CHARGE AT EVENT: [REDACTED]

WHAT DO YOU PLAN TO CONSUME: Wine or Beer
(BEER, WINE, OR INTOXICATING LIQUOR)

DO YOU PLAN TO PROVIDE THE LIQUOR? NO, GUESTS WILL PROVIDE THEIR OWN LIQUOR
 YES

A CERTIFICATE OF LIQUOR LIABILITY INSURANCE COVERAGE MUST BE ATTACHED. COVERAGE FOR THE ACTUAL EVENT LOCATION AND EXACT DATES OF THE EVENT MUST BE SHOWN. IS IT ATTACHED? YES

LOCATION LICENSE/PERMIT WILL BE USED. IF AN OUTDOOR AREA, DESCRIBE:
Inside Church Building @ 605 Rice Street

PLEASE ATTACH A MAP AND/OR DRAWINGS WHICH ILLUSTRATE YOUR LOCATION AT THE EVENT INCLUDING LOCATION OF TABLES, LOCATION OR BAR, ILLUSTRATION OF CONTROL MEASURES, ETC.
ARE MAP/DRAWINGS ATTACHED? YES

SIGNATURE OF APPLICANT: Judy Regan DATE: 11/25/2015

PRINT NAME: JUDY REGAN

CITY FEE AMOUNT: \$25.00 DATE FEE PAID: 12-15-15 RECEIPT # 32742

POLICE CHIEF SIGNATURE: [Signature] DATE SIGNED: 12/15/15

APPROVED BY WAYZATA CITY COUNCIL ON: _____

DEPUTY CITY CLERK SIGNATURE: _____ DATE SIGNED: _____

**COMMERCIAL LIABILITY
CERTIFICATE OF INSURANCE**

THIS CERTIFICATE IS USED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

| | |
|--|---|
| NAME AND ADDRESS OF AGENCY Helland Agency, Inc. 18202 Minnetonka Blvd. Deephaven, MN. 55391 |  |
| NAME AND ADDRESS OF FIRST NAMED INSURED Unitarian Universalist Church 605 Rice Street East Wayzata, MN. 55391 | This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage or any provision of Policy No. <u>1298-430</u> Issued by <u>GuideOne Specialty Ins. Co.</u> |

This is to certify that policies of Insurance listed below have been issued to the insured named above and are in force at this time.

| TYPE OF INSURANCE | COMPANY AFFORDING COVERAGE AND POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability | |
|--|---|------------------------|--|--|
| | | | OCCURRENCE/AGGREGATE | OCCURRENCE/AGGREGATE |
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM) <input type="checkbox"/> _____ <input type="checkbox"/> _____ | <input type="checkbox"/> GuideOne Mutual <input type="checkbox"/> GuideOne Elite <input checked="" type="checkbox"/> GuideOne Specialty Mutual <input type="checkbox"/> GuideOne America <input type="checkbox"/> GuideOne Lloyds Policy # _____ | 4/1/16 | <input type="checkbox"/> \$ 300,000/\$ 600,000 <input type="checkbox"/> 500,000/ 1,000,000 <input type="checkbox"/> 1,000,000/ 2,000,000 <input type="checkbox"/> _____/_____ | <input type="checkbox"/> \$ 300,000/\$1,000,000 <input type="checkbox"/> 500,000/ 1,600,000 <input checked="" type="checkbox"/> 1,000,000/ 3,000,000 |
| AUTOMOBILE LIABILITY SYMBOL <input type="checkbox"/> ANY AUTO 1 <input type="checkbox"/> ALL OWNED AUTOS 2 <input type="checkbox"/> SCHEDULED AUTOS 7 <input checked="" type="checkbox"/> HIRED AUTOS 8 <input checked="" type="checkbox"/> NON-OWNED AUTOS 9 | <input type="checkbox"/> GuideOne Mutual <input type="checkbox"/> GuideOne Specialty Mutual Policy # <u>Same</u> | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ 1,000,000 |
| EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM | <input checked="" type="checkbox"/> GuideOne Mutual <input type="checkbox"/> GuideOne Elite <input type="checkbox"/> GuideOne Specialty Mutual <input type="checkbox"/> GuideOne America <input type="checkbox"/> GuideOne Lloyds Policy # _____ | 4/1/16 | OCCURRENCE/AGGREGATE | \$1,000,000 \$1,000,000 |
| WORKERS' COMPENSATION and EMPLOYERS' LIABILITY | <input checked="" type="checkbox"/> GuideOne Mutual <input type="checkbox"/> GuideOne Elite <input type="checkbox"/> GuideOne Specialty Mutual <input type="checkbox"/> GuideOne America <input type="checkbox"/> GuideOne Lloyds Policy # _____ | 4/1/16 | STATUTORY EACH ACCIDENT DISEASE — POLICY LIMITS DISEASE — EACH EMPLOYEE | Included \$100,000 \$500,000 \$100,000 |
| Property Ins. OTHER | GuideOne Spec. | 4/1/16 | Per Schedule | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
 Church And Related Activities, City of Wayzata Is A Certificate Holder.

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days* (unless otherwise indicated below) written notice to the below-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.
 *Optional number of days written notice applicable in lieu of above only if indicated: N/A

RECEIVED
DEC 11 2015

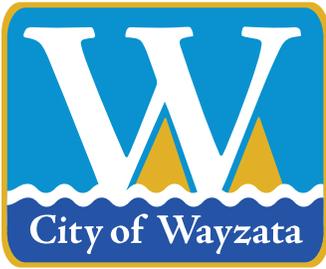
NAME AND ADDRESS OF CERTIFICATE HOLDER:
 City of Wayzata
 Wayzata, MN. 55391

DATE ISSUED: 1/27/2015

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any material fact therein, commits a fraudulent insurance act which is a crime. (This statement is required by the laws of New York and Ohio when this application is used in those states. The laws of other states may be different.)

Greg Helland
 Greg Helland

AUTHORIZED REPRESENTATIVE



City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna
McCarthy
Andrew Mullin
Steven Tyacke

**Interim City
Manager:**
Doug Reeder

Date: December 30, 2015

To: Mayor Willcox and Councilmembers

From: Jeff Thomson, Director of Planning and Building

Subject: Second Reading of Ordinance No. 756 - Telecommunications

Background

On December 15, 2015, the City Council adopted the first reading of Ordinance 756, an Ordinance amending Section 31 of Chapter 801 of the Wayzata City Code on Telecommunications Equipment and Uses. The Ordinance would effectively replace the existing Section 801.31, Communication Reception/Transmission Devices, and replace it with the draft Ordinance for Section 801.31, Commercial Telecommunications Facilities and Residential Accessory Communications Devices, which is attached. There have been no changes to the Ordinance since the City Council adopted the first reading.

Action Steps

Adopt the Second Reading of Ordinance No. 756, an Ordinance amending Section 31 of Chapter 801 of the Wayzata City Code (Zoning Ordinance) on Telecommunications Equipment and Uses

Attachments

- Attachment A: Draft Ordinance No. 756
- Attachment B: Draft City Council Minutes from December 15, 2015

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA
ORDINANCE NO. 756

AN ORDINANCE AMENDING SECTION 31 OF CHAPTER 801 OF THE WAYZATA CITY CODE (ZONING ORDINANCE) ON TELECOMMUNICATIONS EQUIPMENT AND USES

THE CITY OF WAYZATA ORDAINS:

Section 1. Amendment to Ch. 801 of City Code. Section 31 of Chapter 801 of the Wayzata City Code (Zoning Ordinance) is hereby amended to read in its entirety as set forth in Exhibit A attached hereto.

Section 2. Findings. The amendments made hereby are based upon the findings set forth in the Report and Recommendation of the Wayzata Planning Commission, dated October 19, 2015.

Section 3. Effective Date. This Ordinance will become effective upon passage and publication.

Adopted by the City Council this 5th day of January, 2016.

Ken Willcox
Mayor

ATTEST:

Doug Reeder
Interim City Manager

First Reading: December 15, 2015

Second Reading: January 5, 2016

Publication:

EXHIBIT A

Amendment of Ch. 801 of City Code

SECTION 31

COMMERCIAL TELECOMMUNICATIONS FACILITIES AND RESIDENTIAL ACCESSORY COMMUNICATIONS DEVICES

Section 801.31:

- 801.31.1:** Purpose and Intent
- 801.31.2:** Definitions
- 801.31.3:** Existing Telecommunications Equipment
- 801.31.4:** Building and Design Standards, Allowed Locations for Telecommunications Facilities, and Required Permits
- 801.31.5:** General Standards for Telecommunication Facilities
- 801.31.6:** Applications for Telecommunications Facilities
- 801.31.7:** Revocation of Permit
- 801.31.8:** No Recourse Against the City
- 801.31.9:** Indemnification
- 801.31.10:** Severability
- 801.31.11:** Residential Accessory Uses

1. Purpose and Intent.

The purpose of this section is to establish objective and balanced regulations for the siting, screening and operation of wireless telecommunication facilities and equipment in order to accommodate Wireless Communication systems within the City while minimizing any adverse impacts on the City’s natural resources, aesthetics, public spaces, surrounding neighborhood property values, and the general health, safety and public welfare, all as allowed under applicable Federal law. This section recognizes that these wireless communication systems provide a valuable service to the public but that they are not a public utility. The specific purposes of this section are to:

- A. Specify allowed locations of commercial Telecommunication Facilities and Towers in the City;
- B. Protect residential, recreational and park areas from encroachment by commercial operations, including, but not limited to, Telecommunication Facilities and Towers;
- C. Minimize adverse visual impacts of Telecommunication Facilities and Towers through careful design, optimum siting, appropriate landscaping, innovative camouflaging techniques and stealth poles;
- D. Require, where possible, the co-location of Telecommunications Towers and Antennas support structures on Towers or existing structures as a primary option rather than construction of multiple single-use Towers;

- 1
2 E. Require utilization of technological designs that either eliminate or reduce the
3 need for erection of new Tower structures to support Telecommunications
4 Facilities;
5
6 F. Minimize potential damage to property caused by Telecommunication Facilities
7 and Towers by ensuring such structures are soundly and carefully designed,
8 constructed, modified, maintained, and removed when no longer used or are
9 determined to be structurally unsound;
10
11 G. Ensure that Telecommunication Facilities and Towers are compatible with
12 surrounding land uses;
13
14 H. Provide development standards for Wireless Telecommunication Facilities that
15 are consistent with the requirements of the Federal Telecommunications Act of
16 1996, as amended, or other applicable Federal, State and local laws, statutes,
17 ordinances and regulations;
18
19 I. Encourage consistent, high quality telecommunications services throughout the
20 City.

21
22 **2. Definitions.**

23
24 For the purposes of this section, the terms below have the meaning given to them, unless
25 the context clearly indicates a different meaning:
26

- 27 A. **“Accessory Equipment”** means the wires, cables, generators, air conditioning
28 units, and other equipment or facilities that are used in conjunction with
29 Telecommunication Facilities and Telecommunication Equipment
30
31 B. **“Applicant”** means any person or entity who files an application for any permit
32 or is party to any lease agreement required by this Ordinance for the construction,
33 replacement, installation, or alteration of wireless communication facility or any
34 component thereof.
35
36 C. **“Antenna”** means any exterior transmitting or receiving device mounted on a
37 Tower, Monopole, building, or other structure and used in communications that
38 radiate or capture electromagnetic waves, digital signals, analog signals, radio
39 frequencies (excluding radar signals), wireless telecommunications signals or
40 other communications signals. “Antenna” does not include a lightning rod.
41
42 D. **“Antenna Support Structure”** means any new or existing Telecommunications
43 Tower, building, water tower, or electric transmission tower carrying over 200
44 kilo volts of electricity that can be used for the location of Antennas without
45 increasing the height or mass of the existing structure.
46

- 1 E. **“Engineer”** means a radio, electrical, structural, or mechanical engineer licensed
2 by the State of Minnesota.
3
- 4 F. **“Equipment Shelter”** means an enclosed structure at the base of or near a
5 Telecommunication Facility, Tower, or Antenna within which are housed, among
6 other things, batteries, generators, air conditioning units, wireless communications
7 or electrical equipment, or other Accessory Equipment, which may be connected
8 to the Telecommunications Facility, Tower or Antenna by cable.
9
- 10 G. **“Co-location”** means the sharing of structures by two or more wireless service
11 providers on a single support structure or otherwise sharing a common location.
12
- 13 H. **“Monopole”** means a slender self-supporting Tower used to support Antennas
14 and Accessory Equipment.
15
- 16 I. **“Permit Holder”** a person or entity who holds a permit issued pursuant to this
17 Ordinance for a Telecommunications Facility.
18
- 19 J. **“Public Utility Structure”** means a structure which is owned by a governmental
20 agency or utility company and which is used to support illumination devices or
21 lines and other equipment carrying electricity or communications.
22
- 23 K. **“Residential Accessory Communication Devices”** means any satellite dishes,
24 television Antennas, radio Antennas, amateur (ham) radio Antennas, and similar
25 communication transmission/reception devices and associated Accessory
26 Equipment that are a permitted accessory use within a residential district.
27
- 28 L. **“Stealth Design”** means state-of-the-art design techniques used to blend the
29 object into the surrounding environment and to minimize the visual impact as
30 much as reasonably possible. Examples of stealth design techniques include
31 architecturally screening roof-mounted Antennas and Accessory Equipment;
32 integrating Telecommunications Facilities into architectural elements; nestling
33 Telecommunications Facilities into the surrounding landscape so that the
34 topography or vegetation reduces their view; using the location that would result
35 in the least amount of visibility to the public, minimizing the size and appearance
36 of the Telecommunications Facilities; and designing Towers to appear other than
37 as Towers, such as light poles, power poles, flag poles, and trees.
38
- 39 M. **“Telecommunications Equipment”** means Antennas and Accessory Equipment.
40
- 41 N. **“Telecommunications Facilities”** means any facility or location maintained by a
42 commercial enterprise where Telecommunications Equipment or
43 Telecommunications Tower is located.
44

45 The following shall not be considered Telecommunication Facilities:
46

- 1 1. Licensed amateur (ham) radio Antennas, regulated under subsection
2 801.31.11 below.
- 3
- 4 2. Television Antennas and satellite dish Antennas for reception within
5 individual homes or businesses, regulated under subsection 801.31.11
6 below.
- 7
- 8 3. Temporary Telecommunication Facilities placed in service during an
9 emergency declared by a government agency or for special events
10 requiring wireless service capacity or coverage that is not available from
11 existing Telecommunication Facilities.
- 12

13 O. **“Telecommunications Tower” or “Tower”** means any of the following: a
14 ground or roof mounted pole; spire; free standing, self-supporting lattice or
15 monopole structure; or combination thereof taller than twenty-five (25) feet,
16 including but not limited to supporting lines, cables, wires, braces, and masts,
17 intended primarily for the purpose of mounting an Antenna, meteorological
18 device, or similar apparatus above grade (except amateur radio Antennas).

19

20 P. **“Wireless Communications”** means any personal wireless services as defined in
21 the Federal Communications Act of 1996, including FCC licensed commercial
22 wireless Telecommunications services including, but not limited to, cellular,
23 personal communication services (PCS), specialized mobile radio (SMR),
24 enhanced specialized mobile radio (ESMR), global system of mobile
25 communication (GSM), paging and similar services that currently exist or may be
26 developed.

27

28 **3. Existing Telecommunications Equipment.**

29

30 A. Existing Telecommunications Equipment located on or attached to an existing
31 Antenna Support Structure, prior to the adoption of this Ordinance, are regulated
32 by the provisions of the zoning district for each such parcel containing said
33 Antenna Support Structure. Once the leases for existing Telecommunications
34 Equipment expire or are otherwise terminated, the owner of the
35 Telecommunication Equipment shall apply for a Telecommunication Facilities
36 Permit or Conditional Use Permit as outlined in Section 801.31.4 of this
37 Ordinance, and the existing Telecommunications Equipment shall be required to
38 conform to all requirements of this Ordinance for new Telecommunication
39 Facilities. The City may, among other remedies, require relocation of
40 Telecommunications Equipment, at the owner’s expense, to permitted areas under
41 this Ordinance.

42

43 B. Eligible Facilities Request. Notwithstanding the above, nothing in this Section 3
44 shall be read to allow the City to prohibit a Telecommunication Facilities Permit
45 based solely upon a request by the owner/operator for modification of an existing
46 tower or base station that does not substantially change the physical dimensions of

1 such tower or base station and is otherwise an “eligible facilities request” under
2 47 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may
3 be amended.
4

5 **4. Building and Design Standards, Allowed Locations for Telecommunications**
6 **Facilities, and Required Permits.** All Telecommunications Facilities shall be
7 constructed and maintained in accordance with the following standards:
8

9 **A. Telecommunication Facilities Permit.**

10
11 Prior to the construction or operation of the following types of
12 Telecommunications Facilities, the owner and operator of the
13 Telecommunications Facility must obtain a permit for the Telecommunications
14 Facilities according to the provisions of this Ordinance, termed a
15 “Telecommunications Facilities Permit”:
16

17 1. New Telecommunications Equipment may be located on a
18 Telecommunications Tower allowed under Section 801.31.4.B(1) that has
19 an approved Conditional Use Permit only if the Applicant complies with
20 the following requirements:
21

22 a. The Applicant shall provide documentation and/or an analysis
23 prepared by a radio or electrical engineer demonstrating that the
24 proposed location of the Telecommunications Equipment is
25 necessary to meet the coverage and capacity needs of its system.
26 The Applicant shall provide a network map describing all of the
27 Applicant’s Telecommunications Facilities which provide any
28 coverage within the City’s limits. The documentation and/or
29 analysis shall also show the Telecommunications Equipment
30 would not cause interference with other existing or approved
31 Telecommunications Equipment. The Applicant shall also pay the
32 reasonable expenses of a radio or electrical engineer retained by
33 the City, at the City’s option, to review this analysis;
34

35 b. The Telecommunications Equipment shall use as many Stealth
36 Design techniques as reasonably possible and include non-
37 proprietary information on Stealth Design technology. Economic
38 considerations or hardships shall not be the sole justification for
39 failing to provide Stealth Design techniques.
40

41 **B. Conditional Use Permit.**

42
43 Telecommunication Facilities may not be located on any locations other than
44 those that are designated in Section 801.31.4.A unless the Applicant first obtains a
45 Conditional Use Permit for the Telecommunications Facility. The

1 Telecommunications Facility must comply with the provisions of this section, and
2 the provisions of Section 801.04.2.F of this Ordinance:

3
4 1. Telecommunications Towers shall be located only on the following
5 parcels owned and/or controlled by the City of Wayzata:

| <u>Property Name</u> | <u>Property Identification Number</u> |
|---------------------------------------|---------------------------------------|
| City of Wayzata Public Works Facility | 01-117-23-22-0004 |
| Wayzata West Middle School | 06-117-22-22-0008 |

6
7
8
9
10
11 a. The Telecommunications Tower and Antenna, including
12 attachments other than lightning rods, shall not exceed 150 feet in
13 height, measured from grade. The City Council may, but shall not
14 be required to, increase this height up to 190 feet if the Council
15 finds the increase in height would not have a significant visual
16 impact, would not have a negative property value impact on
17 surrounding properties because of proximity, topography or
18 screening by trees or buildings or would accommodate two or
19 more users. The City Council may waive this height limitation for
20 a Telecommunications Tower and/or Antenna if used wholly or
21 partially for essential public services, such as public safety.

22
23 b. The Telecommunications Tower shall use as many Stealth Design
24 techniques as reasonably possible and include non-proprietary
25 information on stealth design technology. Economic
26 considerations or hardships shall not be the sole justification for
27 failing to provide Stealth Design techniques.

28
29 2. Telecommunications Equipment may be attached to an existing Public
30 Utility Structure within a right of way according to the following
31 standards:

32
33 a. The Antenna shall not extend more than fifteen (15) feet above the
34 top of the existing Public Utility Structure.

35
36 b. The Antenna shall be no larger than three (3) cubic feet and has no
37 individual surface larger than four (4) feet.

38
39 c. The Antenna shall not extend outward from the utility structure by
40 more than three (3) feet.

41
42 d. There shall be no ground mounted equipment as long as the
43 existing Public Utility Structure is available for the mounting of
44 such equipment.
45

- e. There shall be no interference with public safety communications or with the original use of the Public Utility Structure.
 - f. The Applicant shall agree that the Telecommunications Equipment must be removed and relocated, at the Applicant's expense, if the road authority requires the removal and relocation of the Public Utility Structure.
3. Telecommunications Equipment may be attached to an existing building according to the following standards:
- a. The Applicant shall provide documentation and/or an analysis prepared by a radio or electrical engineer demonstrating that the proposed location of the Telecommunications Equipment is necessary to meet the coverage and capacity needs of its system. The Applicant shall provide a network map describing all of the Applicant's Telecommunications Facilities which provide any coverage within the City's limits. The documentation and/or analysis shall also show the Telecommunications Equipment would not cause interference with other existing or approved Telecommunications Equipment. The Applicant shall also pay the reasonable expenses of a radio or electrical engineer retained by the City, at the City's option, to review this analysis;
 - b. The Telecommunications Equipment shall use as many Stealth Design techniques as reasonably possible. Economic considerations or hardships shall not be the sole justification for failing to provide Stealth Design techniques;
 - c. The building upon which the Antenna is attached to, shall be located on a parcel of land zoned C – 1 Office and Limited Commercial District, C-3 Service District, or PUD Planned Unit Development, and the building upon which the Antenna is to attached to must be located within 300 feet of the Wayzata Blvd East right-of-way.

The City Council may, at its sole discretion, consider other sites if the Applicant demonstrates that all other sites that comply with the zoning district and distance requirements above have been considered and deemed infeasible to provide adequate coverage and/or capacity to a significant portion of the City of Wayzata. CUPs for other sites may be approved only after the Applicant demonstrates that there is no other location that complies with the zoning district and distance requirements above that the Telecommunications Equipment could be located on, and provide substantially the same coverage. In no case can

1 Telecommunications Equipment be located in any residential
2 zoning district, or on parcels of land guided in the Comprehensive
3 Plan for Parks or Public Open Space.
4

5 d. The Antenna shall be attached to the façade of the building or
6 attached on or within a rooftop screening wall (i.e. §801.09.7.2).
7 A façade mounted Antenna shall not extend above the cornice line
8 and a rooftop or screening wall mounted Antenna shall not extend
9 more than fifteen (15) feet above the screening wall. Façade and
10 screening wall mounted Antenna shall, as closely as possible,
11 match the color of the underlying building material.
12

13 e. Accessory Equipment shall be entirely located within an existing
14 structure or within rooftop parapet screening walls whenever
15 possible. If a new equipment building is necessary, it shall be
16 situated to the rear or side of the principal use and shall be
17 screened from view by landscaping where appropriate. If a new
18 equipment building is necessary, the building shall be constructed
19 of materials and color scheme compatible with the principal
20 building.
21

22 **C. Eligible Facilities Request.**

23
24 Notwithstanding the above, nothing in this Section 4 shall be read to allow the
25 City to prohibit any approval under this Section based solely upon a request by
26 the owner/operator for modification of an existing tower or base station that does
27 not substantially change the physical dimensions of such tower or base station and
28 is otherwise an “eligible facilities request” under 47 U.S.C. Section 1455 (a) and
29 47 C.F.R. Section 1.40001 (c), as the same may be amended.
30

31 **5. General Standards for Telecommunication Facilities.**

32
33 All Telecommunications Facilities must comply with the following standards (although
34 nothing in this Section 5 shall be read to allow the City to prohibit a Telecommunication
35 Facilities Permit based solely upon a request by the owner/operator for modification of an
36 existing tower or base station that does not substantially change the physical dimensions
37 of such tower or base station and is otherwise an “eligible facilities request” under 47
38 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be
39 amended.) :
40

41 **A. Vertical projection on Antenna support structures.** Antennas mounted on an
42 existing Antenna Support Structure shall not extend more than 15 feet above the
43 height of the structure to which they are attached. Wall or façade-mounted
44 Antennas shall not extend above the cornice line and shall be constructed of a
45 material or color that matches the exterior of the building.
46

- 1 B. **Horizontal projection.** Antennas shall not project out from the side of the
2 existing Antenna Support Structure, Telecommunications Tower, or wall or
3 facade by more than three feet.
4
- 5 C. **Fall Zone Analysis.** The Applicant must submit a fall zone analysis report
6 completed by a qualified and licensed engineer that shows the
7 Telecommunications Facilities do not pose a threat to general health, safety and
8 welfare of the City.
9
- 10 D. **Setbacks.** Telecommunications Facilities shall meet the building setback that is
11 established for the zoning district where it is to be located, and the following
12 additional standards:
13
- 14 1. A Telecommunications Tower shall be set back from all residential
15 property lines at least one (1) foot for each foot in height, but shall have a
16 minimum setback of at least one hundred (100) feet. The Tower setbacks
17 may be increased by the City Council dependent on the results of the
18 engineered fall zone analysis report submitted by the Applicant as part of
19 the permit application.
20
- 21 2. Towers and Telecommunications Equipment shall not encroach upon any
22 easements unless written permission is obtained from the underlying
23 property owner burdened by the easement and the beneficiary of the
24 easement.
25
- 26 3. The required setbacks may be reduced or the location in relation to a
27 public street modified, at the sole discretion of the City Council, when the
28 Telecommunications Equipment is integrated into an existing or proposed
29 structure such as a building, light or utility pole.
30
- 31 E. **Height.** The height of an Antenna and/or Telecommunications Tower shall be the
32 minimum necessary to meet the Applicant's coverage and capacity needs, as
33 verified by an electrical engineer or other appropriate professional. Any new or
34 replacement Tower and Antenna, including attachments other than lightning rods,
35 shall not exceed 150 feet in height, measured from grade. The City Council may,
36 but shall not be required to, increase this height up to 190 feet if the Council
37 finds: (1) the increase in height would not have a significant visual impact, (2)
38 would not have a negative property value impact on surrounding properties
39 because of proximity, topography or screening by trees or buildings or (3) would
40 accommodate two or more users.
41
- 42 F. **Exterior surfaces.** Towers and Antennas shall be painted a non-contrasting color
43 consistent with the surrounding area such as: blue, gray, green, brown, or silver,
44 or have a galvanized finish to reduce visual impact. Metal Towers shall be
45 constructed of, or treated with, corrosion-resistant material.
46

- 1 **G. Ground-mounted equipment.** Ground-mounted Accessory Equipment and/or
2 equipment storage facilities shall be architecturally designed to blend in with the
3 surrounding environment, including the principal structure and/or shall be
4 screened from view by suitable vegetation, except where a design of non-
5 vegetative screening better reflects and compliments the character of the
6 surrounding neighborhood. No more than one Equipment Shelter or accessory
7 building is permitted for each Tower. Equipment Shelters or accessory buildings
8 shall be designed to accommodate additional space needed for the co-location of
9 additional Antennas at the site. The additional space must either be built within
10 the first shelter/building or that shelter/building must be designed to allow for
11 future expansions and/or additions. Design of the building or equipment cabinet,
12 screening, and landscaping are subject to applicable Design Standards criteria
13 under Section 801.09 of the Wayzata Zoning Ordinance. The Applicant shall be
14 responsible for maintaining the structure in a high-quality condition. If the
15 Applicant abandons or vacates the structure, it shall be forfeited to the City or torn
16 down by the Applicant at their expense, at the discretion of the City Council.
17
- 18 **H. Construction.** Telecommunications Facilities shall be in compliance with all
19 buildings and electrical code requirements. All applicable federal, state and local
20 agency licenses and/or permits shall be obtained. A Telecommunications Tower
21 shall be designed and certified by a licensed structural engineer to be structurally
22 sound and in conformance with the building code. Structural design, mounting
23 and installation of the Telecommunications Facilities shall be in compliance with
24 the manufacturer’s specifications. If, upon inspection, the City concludes that a
25 Tower or other portion of a Telecommunications Facility fails to comply with
26 such codes and standards and constitutes a danger to persons or property, then
27 upon notice being provided to the owner of the Telecommunication Facility or
28 Tower, the owner shall have thirty (30) days to bring such Tower or
29 Telecommunication Facility into compliance with such standards. Failure to
30 bring such Tower or Telecommunication Facility into compliance with such
31 thirty-day period shall constitute grounds for the removal of the Tower or
32 Telecommunication Facility at the owner’s expense.
33
- 34 **I. Interference with Public Safety Telecommunications.** No Telecommunications
35 Tower or Telecommunications Facility shall interfere with public safety
36 Telecommunications. All Towers and Telecommunication Facilities shall comply
37 with FCC regulations and licensing requirements.
38
- 39 **J. Security Fencing and Screening.** Telecommunication Facilities and Towers
40 shall be enclosed by security fencing not less than the height of the equipment
41 located therein and shall also be equipped with an appropriate anti-climbing
42 device. Fencing within one hundred (100) feet of a residential or parking property
43 shall be constructed of a well-designed fence of wood or other environmentally
44 sound material, and be compatible with the surrounding character of the area.
45 The Telecommunication Facilities and Towers shall also include a landscape

1 screen, at least six (6) in height, around the perimeter of equipment area, as
2 approved by the City Council.

3
4 **K. Other Protections.** The City may require shields to protect from ice falling
5 from Towers, anti-climbing devices to prevent unauthorized persons from
6 climbing Towers, or other appurtenances necessary to protect life and property.
7

8 **L. Noise.** If the proposed Telecommunications Facility includes equipment that
9 causes significant sound levels, sound buffers may be required including but not
10 limited to, baffling, barriers, enclosures, walls and plantings. The Applicant shall
11 submit an acoustical analysis (measured to the property line) and report prepared
12 by a licensed and/or accredited sound engineer certifying that the noise to be
13 generated from the proposed Telecommunication Facility shall not impact
14 adjacent properties. Said report shall include, without limitation, a written
15 description of all noise generated by the Facility, including retractable monopole
16 motors, Antenna rotators, power generation, heating or air conditioning, and
17 related equipment, and shall include the estimated times, frequency, duration and
18 decibel levels of the noise. All equipment shall conform to Minnesota Pollution
19 Control Agency decibel standards.
20

21 **M. Sensitive Habitats.** No Telecommunication Facility shall be located in
22 environmentally sensitive habitats, including but not limited to wetlands,
23 shorelines, established animal habitats, conservation districts, and significant tree
24 groups, unless mitigation measures can be adopted which would reduce potential
25 impacts to levels of non-significance.
26

27 **N. Radio Frequency Emissions.** Telecommunications Facilities shall comply with
28 Federal Communication Commission standards for radio frequency emissions and
29 interference.
30

31 **O. Interference.** No Telecommunication Facility shall be permitted that causes
32 interference with commercial or private use and enjoyment of other legally
33 operating telecommunications devices including, but not limited to, radios,
34 televisions, personal computers, telephones, personal communications devices,
35 garage door openers, security systems, and other electronic equipment and
36 devices in violation of any Federal Communication Commission standards
37 relating to radio frequency interference. Unless otherwise prohibited by Federal
38 Communication Commission standards, an Applicant shall furnish a state
39 registered engineer's certification that no such interference shall occur, or identify
40 what interference may occur and how the Applicant shall mitigate any potential
41 interference that may occur.
42

43 **P. Risk of Danger.** Telecommunications Facilities and Towers shall not pose a risk
44 of explosion, fire, or other danger due to its proximity to volatile, flammable,
45 explosive or hazardous materials. Telecommunication Facilities, Towers,
46 Antennas, and Accessory Equipment shall be subject to state and federal

1 regulations pertaining to non-ionizing radiation and other health hazards related to
2 such Facilities. If new, more restrictive standards are adopted, the Facilities shall
3 be made to comply or continued operations may be restricted by the City Council.
4 The cost of verification of compliance shall be borne by the Applicant.
5

6 **Q. Maintenance.** All Telecommunication Facilities and Towers shall at all times (i)
7 be kept and maintained in good condition, order and repair so that the same shall
8 not menace or endanger the life or property of any person, and (ii) allow sufficient
9 access for service vehicles and personnel. Maintenance of equipment shall be
10 scheduled for between 7:00am-6:00pm, Monday through Friday, unless in case of
11 emergency or otherwise agreed to by the City. Service vehicles for equipment
12 maintenance shall be parked on city streets, unless paved and screened off-street
13 is available at the site. In the case of maintenance of Telecommunication
14 Facilities on the City Water Tower, service vehicles shall park on the service
15 entrance of the City Water Treatment Plant, whenever possible.
16

17 **R. Co-location opportunity.** The Applicant, the Tower owner, the landowner,
18 and their successors and assigns shall allow the shared use of the Tower if an
19 additional user agrees in writing to meet reasonable terms and conditions for
20 shared use, shall submit a dispute over the potential terms and conditions to
21 binding arbitration, and shall sign the Conditional Use Permit agreeing to these
22 requirements. The City Council may waive these co-location requirements if
23 necessary to implement stealth design.
24

- 25 1. All Telecommunications Facility providers shall cooperate with each other
26 in co-locating Telecommunication Facilities and shall exercise good faith
27 in co-locating with other licensed carriers and in the sharing of sites,
28 including the sharing of technical information necessary to evaluate the
29 feasibility of collocation. In the event a dispute arises as to a co-location
30 issue, the City may require a third-party technical study to evaluate the
31 feasibility of co-locating at the expense of each wireless
32 telecommunications providers involved in the third-party study;
33
- 34 2. All proposed new Telecommunications Towers shall be designed to
35 accommodate both the Applicant's Antennas and Antennas for as many
36 other licensed carriers as can be technically located thereon, but not less
37 than one additional;
38
- 39 3. All new Telecommunications Facilities and Towers owned by a
40 telecommunications provider shall be made available for use by the owner
41 or initial user thereof, together with as many other licensed carriers as can
42 be technically located thereon, but not less than one additional;
43
- 44 4. All proposed new Telecommunications Towers shall be designed to allow
45 for future rearrangement of Antennas or Tower modifications, and to

1 accept Antennas mounted at varying heights unless the City otherwise
2 agrees in order to accommodate Stealth Design techniques;
3

- 4 **S. Successors and Assigns.** Any Permit or lease for a Telecommunications Facility
5 shall run with the Property, and shall be binding upon and inure to the benefit of
6 the parties, their respective successors, personal representatives, and assigns.
7
- 8 **T. External messages.** No advertising message or identification signs, other than
9 warning or equipment information signs as legally required, shall be affixed to the
10 Telecommunications Facilities.
11
- 12 **U. Lighting.** Telecommunications Facilities or Towers shall not be artificially
13 illuminated unless required by law or by a governmental agency to protect the
14 public's health and safety or unless necessary to facilitate service to ground-
15 mounted equipment. Any lighting or artificial illumination utilized shall be
16 shielded and not cast glare onto adjacent properties. All lighting shall be
17 measured to the property line.
18
- 19 **V. On-site employees.** There shall be no employees on the site at a
20 Telecommunications Facility on a permanent basis. Occasional or temporary
21 repair and service activities are allowed.
22
- 23 **W. Advances in Stealth Technology.** Whenever an applicant proposes to install
24 and/or replace antennas or other telecommunications equipment, the Applicant
25 shall submit a report describing all available technology for installation or
26 replacement. The report shall include the purpose of equipment to be installed
27 (expand coverage, expand capacity, expand bandwidth, etc.) and the performance
28 specifications and physical dimensions of the equipment. The report conclusions
29 must provide an analysis of performance versus visual impacts and/or stealth
30 technology. The City retains the right to evaluate the reports analysis and perform
31 a third party technical review at the applicants cost. The City shall have the ability
32 to require the stealth or lower visual profile equipment based on the third party
33 technical recommendation.
34
- 35 **X. Removal.** After one hundred twenty (120) days' notice from the City to the
36 Permit Holder all Telecommunications Facilities, Antennas, or Towers shall be
37 required to be removed at the Permit Holder's expense, if such improvement is
38 found to be in violation of any portion of this Ordinance by the City and such
39 violation is not cured within such thirty day time period. Obsolete or unused
40 Telecommunications Facilities and all related equipment shall be removed within
41 six (6) months after cessation of their use at the site, unless an exemption is
42 granted by the City Council. Telecommunications Facilities and related
43 equipment that have become hazardous shall be removed or made not hazardous
44 within 30 days after written notice to the current Permit Holder and to any
45 separate landowner, unless an exemption is granted by the City Council. Notice
46 may be made to the address listed in the application, unless another one has

1 subsequently been provided, and to the taxpayer of the property listed in the
2 Hennepin County tax records. Telecommunications Facilities and all related
3 equipment that are not removed within this time are declared to be public
4 nuisances and may be removed by the City. The City may assess its costs of
5 removal against the Property.
6

7 **Y. No Recourse Against the City.** Every permit shall provide that, without limiting
8 such immunities as the City or other persons may have under applicable law, an
9 Applicant/Permit Holder shall have no monetary recourse whatsoever against the
10 City or its elected officials, boards, commissions, agents, employees or volunteers
11 for any loss, costs, expense or damage arising out of any provision or requirement
12 of this Ordinance or because of the enforcement or lack of enforcement of this
13 Ordinance or the City’s exercise of its authority pursuant to this Ordinance, a
14 permit, a lease, or other applicable law, unless the same shall be caused by
15 criminal acts or by willful gross negligence. Nothing herein shall be construed as
16 a waiver of sovereign immunity.
17

18 **6. Applications for Telecommunications Facilities**
19

20 **A.** An application for a Telecommunications Facility Permit for modification of an
21 existing tower or base station that does not substantially change the physical
22 dimensions of such tower or base station shall include information sufficient to
23 demonstrate that the modification meets the standards set forth in 47 C.F.R.
24 Section 1.40001.
25

26 **B.** For all other applications for Telecommunications Facilities, including
27 Telecommunication Facilities Permit or Conditional Use Permit, the following
28 requirements apply. In addition to an Applicant’s name, address, certificate of
29 survey, grading and landscaping plans, and other such similar information, an
30 application for a permit under this Section shall include the following:
31

32 1. A scaled site plan clearly indicating the location, type and height of the
33 proposed Telecommunication Facility, Tower, or Antenna, on-site land
34 uses and zoning, adjacent land uses and zoning, adjacent roadways,
35 proposed means of access, setbacks from property lines, elevation
36 drawings of the proposed equipment and any structures, topography,
37 parking and any other information deemed by the City Staff to be
38 necessary to assess compliance with this Section.
39

40 2. A visual simulation of the proposed Telecommunication Facility Tower or
41 Antenna. Visual simulation shall consist of either a physical mock-up of
42 the Telecommunication Facility Tower or Antenna, balloon simulation,
43 computer simulation, photo simulation, or other similar simulation. In
44 instances where the proposed Telecommunications Facility Tower or
45 Antenna is located near a residential area, photo simulations shall be
46 submitted of the proposed Telecommunication Facility Tower or Antenna

1 from the nearest residential neighbors unless the owners of such
2 residential property refuse to allow the required photo to be taken.

- 3
4 3. A report from a qualified and licensed professional engineer which:
5
6 a. Demonstrates that the Telecommunication Facility, Tower,
7 Antenna and/or Accessory Equipment comply with the structural
8 and electrical standards of this Section.
9
10 b. Describes the Tower height, if utilized.
11
12 c. Documents the height above grade for all potential mounting
13 positions for co-locating Antennas and the minimum separation
14 distance between Antennas.
15
16 d. Describes the Tower's capacity, if utilized, including the number
17 and type of Antennas it can accommodate.
18
19 e. A network map describing all of the Applicant's
20 Telecommunications Facilities which provide any coverage within
21 the City's limits.
22
23 f. Documents what steps the Applicant shall take to avoid
24 interference with established public safety Telecommunications.
25
26 g. Includes an engineer's stamp and registration number.
27
28 4. A written statement acknowledging that failure to comply with this
29 Section and the conditions of permit approval shall result in the revocation
30 of the permit and removal of the Telecommunications Facility, Antenna,
31 and/or Tower;
32
33 5. Documentation that the Applicant has applied for and/or obtained any
34 licenses and/or approvals that are required by federal and state agencies.
35
36 6. A written statement indicating that the expenses incurred by the City to
37 review and process the application, and to enforce the provisions of the
38 permit shall be reimbursed by the Applicant.
39
40 7. A written statement which requires the Applicant to utilize the procedures
41 established by the Federal Communications Commission to resolve any
42 complaints received relating to interference allegedly caused by the
43 Telecommunications Facility, Antenna, and/or Tower.
44

- 1 8. A written statement indicating that the Applicant shall cooperate in good
2 faith and fair dealing in co-locating Telecommunications Facilities,
3 Antenna and/or Towers.
4
- 5 9. A written statement indicating that the Telecommunications Facility,
6 Antenna, and/or Tower shall be maintained in good and safe condition and
7 its original appearance and concealment, disguise or camouflage elements
8 incorporated into the design at the time of approval shall be preserved.
9 Such maintenance shall include, but not be limited to, painting, repair of
10 equipment, and maintenance of landscaping.
11
- 12 10. A written statement authorizing the City to conduct periodic inspections to
13 determine that the Telecommunications Equipment complies with the
14 provisions of this Section, any conditions of approval and all safety and
15 building codes and permits issued. This statement shall give the City the
16 right to conduct such inspections at any time upon a reasonable notice of
17 five (5) business days to the Applicant, and that all expenses related to
18 such inspections shall be borne by the Applicant.
19
- 20 11. A written statement indicating that the Applicant understands that
21 Telecommunications Facilities, Antennas, and/or Towers which have not
22 been used for six (6) months shall be deemed abandoned, and shall be
23 removed pursuant to this Section.
24
- 25 12. A written statement requiring the Applicant or current Permit Holder to
26 notify the City that the Telecommunications Facility, Antenna, and/or
27 Tower continue to be in operation. The notice of continuing operation
28 shall be sent to the City Manager annually by certified mail within the last
29 two (2) weeks of the month of December. The City shall provide written
30 notice of failure to provide the required statement with a requirement that
31 such statement be provided within 14 days from the date of such notice.
32

33 C. Telecommunications Facilities Permit. The Zoning Administrator may review an
34 application for a Telecommunication Facilities Permit, according to the following
35 procedures:
36

- 37 1. Standards of Review. The review of a Telecommunications Facilities
38 Permit is subject to the standards outlined in Section 801.31.4 for the type
39 of Telecommunications Facility being proposed, and the General
40 Standards for Telecommunication Facilities outlined in Section 801.31.5.
41
- 42 2. Decision: The Zoning Administrator will render a decision of approval or
43 denial within 60 days, and serve a copy of the decision to the Applicant by
44 mail.
45

1 3. Term of Approval. If approved by the Zoning Administrator, the work
2 authorized under a Telecommunications Facility Permit must be
3 completed within six (6) months after the date of its issuance, or the
4 permit shall become null and void.
5

6 4. Appeal. At any time within thirty (30) days after a written order,
7 requirement, determination or final decision has been made by the Zoning
8 Administrator or other official interpreting or applying this Section, except
9 for actions taken in connection with prosecutions for violations thereof,
10 the Applicant or any other person affected by such action may appeal the
11 decision in accordance with the provisions Section 801.06 of this
12 Ordinance.
13

14 **D.** Conditional Use Permit. The City shall process all applications for Conditional
15 Use Permits in a timely manner and in accordance with established procedures
16 and City Code 801.04.
17

18 **7. Revocation of Permit.**
19

20 A material breach of any terms and conditions of a permit issued for a
21 Telecommunication Facility under this Section and the Zoning Ordinance may result in
22 the revocation of the permit by the City. Penalties for a violation of a permit or this
23 Section may include fines and removal of the Telecommunication Facility, Tower, or
24 Antenna at the Applicant's/Permit Holder's expense.
25

26 **8. No Recourse Against the City.**
27

28 Every application for and issued permit shall provide a written acknowledgement,
29 agreement and release from the Applicant and Permit Holder that, without limiting such
30 immunities as the City or other persons may have under applicable law, an Applicant and
31 Permit Holder shall have no monetary recourse whatsoever against the City or its elected
32 officials, boards, commissions, agents, employees or volunteers for any loss, costs,
33 expense or damage arising out of any provision or requirement of this Ordinance or
34 because of the enforcement or lack of enforcement of this Ordinance or the City's
35 exercise of or failure to exercise its authority pursuant to this Ordinance, a permit, a lease,
36 or other applicable law, unless the same shall be caused by criminal acts or by gross
37 negligence. Nothing herein shall be construed as a waiver of sovereign immunity.
38

39 **9. Indemnification.**
40

41 Each permit issued pursuant to this Section shall have as a condition of the permit, a
42 requirement that the Applicant indemnify and hold harmless the City and its officers,
43 agents, and employees from actions or claims of any description brought on account of
44 any injury or damages sustained by any person or property resulting from the issuance of
45 the permit and conduct of the activities authorized under said permit.
46

1 **10. Severability.**

2
3 If any section, subsection, sentence, clause or phrase of this Section is for any reason held
4 to be invalid, such decision shall not affect the validity of the remaining portions of this
5 Section. The City Council hereby declares that it would have passed this Section and
6 each section, subsection, sentence, clause , and phrase thereof, irrespective of the fact that
7 any one or more sections, subsections, sentences, clauses, or phrases may be declared
8 invalid.
9

10 **11. Residential Accessory Uses.**

11 Residential Accessory Communication Devices are a permitted accessory use within
12 residential districts provided they meet the following conditions:
13

- 14
- 15 **A. Use.** They are for use by residents upon whose property the Residential
16 Accessory Communication Devices are located.
17
 - 18 **B. Height.** A ground mounted Residential Accessory Communication Device height
19 shall not exceed fifteen (15) feet unless approved as a Conditional Use Permit by
20 the City Council.
21
 - 22 **C. Yards.** The Residential Accessory Communication Device shall not be located
23 within the required front yard setback, a required side yard or any side yard
24 abutting a street. Communication devices shall be located five (5) feet or more
25 from rear lot lines and shall not be located within a utility easement.
26
 - 27 **D. Roofs.** The Residential Accessory Communication Device may be placed on the
28 roof of any authorized structure on the premises. The height of the Residential
29 Accessory Communication Device shall not exceed six and one-half (6-1/2) feet
30 above the peak of the roof, unless approved by a Conditional Use Permit by the
31 City Council.
32
 - 33 **E. Neighboring Property Impact.** In cases where no building permit is required,
34 the Residential Accessory Communication Device shall be so located that in the
35 event it falls, it shall not fall on adjoining property.
36
 - 37 **F. Building Permits.** A building permit shall be required for the installation of any
38 Residential Accessory Communication Device which requires a Conditional Use
39 Permit, or for any device which has a structural surface exposure of greater than
40 nine (9) square feet. Building permit applications shall be accompanied by a site
41 plan and structural components data for the Residential Accessory
42 Communication Device, including details of anchoring. The Building Official
43 shall approve the plans before installation.
44
 - 45 **G. Color/Content.** Residential Accessory Communication Devices shall be of a
46 neutral color and shall not be painted with scenes or contain letters or messages.

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H. Lightning Protection. Each Residential Accessory Communication Device shall be grounded to protect against natural lightning strikes in conformance with the National Electrical Code as adopted by the City of Wayzata.

I. Electrical Code. Residential Accessory Communication Device electrical equipment and connections shall be designed and installed in conformance with the National Electrical Code as adopted by the City of Wayzata.

J. Effective Date. The provisions of this Section shall be applicable to all communication reception/transmission devices erected after January 5, 2016. All such structures existing prior to this date shall be addressed as legal non-conforming uses.

K. Conditional Use Permit. Residential Accessory Communication Devices not qualifying as a permitted accessory use may be considered and approved through conditional use standards established by Section 801.04 of this Ordinance.

000043-204032/2211839_2

1 Ms. Cathy Iverson, 220 Central Avenue South, stated she is not comfortable with having
2 one person designate who sits on the Conservancy board and suggested having someone on there
3 that has a design or architectural background. She is concerned with the amount of money that
4 has already been spent on the project.

5 In response to Ms. Iverson's comments, Mr. Willcox stated the criteria for selection of
6 the Conservancy board is different due to the skill set required for the role. He noted that current
7 City staff is fully employed with current projects and if this additional project were given to them
8 to handle, it would be delayed. It is important to have a person designated specifically for this
9 project. He requested more detail in the proposed contract with Lake Effect Project Coordinator.

10 Mr. Mullin made a motion, seconded by Mr. Tyacke, to approve in concept the Lake
11 Effect Conservancy structure, mission, role and partnership agreement philosophy, approve the
12 Board Designees for the future Lake Effect Conservancy Founding Board, and to direct City staff
13 work on more detail for the Contract Addendum with Mary deLaitre to be reviewed and
14 discussed by City Council at a future date.

15 Mrs. Anderson stated the Conservancy board members should go through the same
16 process as people selected for other boards with the City. She will not vote in favor of the
17 Conservancy board designees, not because of who is on the board, but because of the process in
18 how they were selected.

19 Mr. Willcox stated it is a special board that requires a specific talent in fundraising
20 capabilities and it needs to be approached differently.

21 The motion carried 4/1. (Anderson)

22 The Council recessed at 8:36 p.m. and reconvened at 8:43 p.m.

23
24 **b. Consider First Reading of Ordinance No. 756 - Telecommunications**

25 Director of Planning and Building Thomson reported on the Ordinance revisions recommended
26 by the City Council at a previous meeting and the proposed revisions that have been made to the
27 Ordinance by staff in response to Council's direction at that meeting.

28 In response to Mrs. McCarthy's questions about the tower approval process, Mr.
29 Thomson stated a telecommunications company's request to do the work on a city owned tower
30 would be reviewed by staff, but a lease or lease amendment for having equipment on the tower
31 would need approval of the City Council.

32 City Attorney Schelzel stated the final version of the Ordinance that is being considered
33 is the one that was distributed at the meeting, which did not make it into the meeting packet.

34 Mrs. Anderson asked about the authorized locations of towers under the Ordinance, and
35 possibly having a tower on the east side of town. Mr. Thomson stated some alternative locations
36 can be looked at, but the language in the Ordinance needs to remain tight so that towers are not
37 allowed everywhere.

38 Mr. Willcox stated if coverage cannot be accomplished through antennas, then towers
39 will need to be used. Mr. Schelzel stated the way the Ordinance is drafted identifies the two sites
40 the City believes will work. If another viable site is identified, the Ordinance could be amended
41 to include this site.

42 Mrs. McCarthy made a motion, seconded by Mrs. Anderson, to approve the First Reading
43 of Ordinance No. 756, Commercial Telecommunications Facilities and Residential Accessory
44 Communication Devices, as presented.

45 Mr. Schelzel clarified the attachment to Ordinance No. 756, Exhibit A, is the latest
46 version of the Ordinance presented to Council at the meeting.

47 The motion carried 5/0.

48
49 **c. Accept Downtown Parking Project Report**

50 City Manager Nelson presented the proposed final Downtown Parking Project Report. Staff is
51 requesting Council take action to accept the report for use as the project moves forward.



Hennepin County Memo

To: Becky Malone, Wayzata City Clerk
From: Nancy Wojcik, Assistant County Assessor
Date: December 23, 2015
Re: 2016 Local Board of Appeal and Equalization

Tuesday
Day of the Week

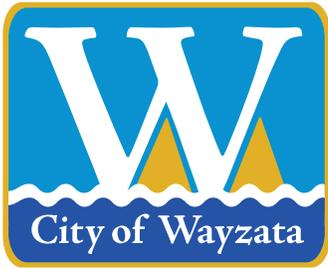
April 5, 2016
Date

Minnesota Statute 274.01, Subdivision 1, requires that the County Assessor set the date for your local board of appeal and equalization meeting. We are proposing the date referenced above based upon last year's meeting date.

In the confirmation area of this form, please note the preferred date, time and place for your meeting, and send the information to JoDee Schinkel, A-2103 Government Center, Minneapolis, MN 55487, or fax it to our office at (612) 348-8751, or via email to jodee.schinkel@co.hennepin.mn.us. If you are requesting a significant change to the date of the meeting, please call JoDee at 612-348-8155.

Please respond by January 29, 2016, to allow for the timely preparation of valuation notices sent to property owners and taxpayers. Upon receipt of the confirmation below, we will send the official "notice for posting" as required by law.

Please, also, use this form to report the city's current mayor and council members. If you have any questions, please call JoDee at the number above, or me at 612-348-7827.



City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

**Interim City
Manager:**
Doug Reeder

MEMORANDUM

DATE: December 30, 2015

TO: The Honorable Mayor and Members of the City Council

FROM: Becky Malone, Deputy City Clerk

RE: Adoption of 2016 meeting schedule for the Wayzata City Council

Section 17 of the Wayzata City Charter provides that the meetings of the Council shall be held at a time and place designated by resolution. To comply with this requirement, the City Council is being asked to adopt a resolution establishing their 2016 meeting schedule.

The resolution establishes two regular Council meetings each month. The schedule has been adjusted to accommodate precinct caucuses, night to unite, etc.

Staff recommends that the City Council establish only its meeting dates by resolution. A City calendar is provided to show other significant dates and meetings of boards and commissions. The calendar would not be adopted by the City Council.

Staff recommends that the City Council adopts the resolution establishing its 2016 meeting schedule.

CITY OF WAYZATA

RESOLUTION NO. 02-2016

RESOLUTION ADOPTING THE 2016 WAYZATA CITY COUNCIL MEETING SCHEDULE

WHEREAS, Section 17 of the Wayzata City Charter provides that the meetings of the Council shall be held at a time and place designated by resolution; and

WHEREAS, it is the desire of the Wayzata City Council to establish an official City Council meeting schedule for 2016; and

WHEREAS, it is the desire of the Wayzata City Council to hold regular City Council meetings at 7:00 pm in the Community Room at Wayzata City Hall; and

WHEREAS, it is also the desire of the Wayzata City Council that City Council workshop meetings may be scheduled at various dates and times as necessary throughout the year; and

WHEREAS, if the Wayzata City Council is unable to meet on the dates indicated, or if additional meetings are needed, a special notice will be given as provided by law.

NOW, THEREFORE, BE IT RESOLVED that the Wayzata City Council adopts the following regular City Council meeting schedule for 2016:

- January 5 & 19
- February 2 & 16
- March 2 & 15
- April 5 & 19
- May 3 & 17
- June 7 & 21
- July 5 & 19
- August 3 & 16
- September 6 & 20
- October 4 & 18
- November 1 & 15
- December 6 & 20

Adopted by the Wayzata City Council this 5th day of January, 2016.

Mayor Ken Willcox

ATTEST:

Interim City Manager Doug Reeder

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

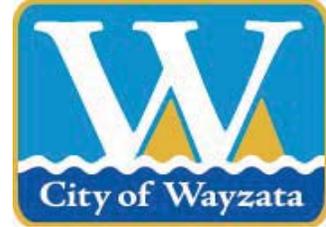
Resolution:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 5, 2016.

Deputy City Clerk Becky Malone

SEAL

City of Wayzata Meeting Calendar



| January 2016 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| February 2016 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | | | | | |

| March 2016 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| April 2016 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| May 2016 | | | | | | |
|----------|----|----|----|----|----|----|
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| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| June 2016 | | | | | | |
|-----------|----|----|----|----|----|----|
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| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| July 2016 | | | | | | |
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| August 2016 | | | | | | |
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| September 2016 | | | | | | |
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| October 2016 | | | | | | |
|--------------|----|----|----|----|----|----|
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| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| November 2016 | | | | | | |
|---------------|----|----|----|----|----|----|
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| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| December 2016 | | | | | | |
|---------------|----|----|----|----|----|----|
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| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

- Planning Commission
- City Council
- Wayzata School Board
- Lake Minnetonka Conservation District (LMCD)
- Heritage Preservation Board (HPB) - 7:00 PM
- Housing & Redevelopment Authority (HRA) - 7:30 AM
- Parks & Trails Board
- Elections (see below)
- Night to Unite

Meeting dates and times are subject to change. Dates can be confirmed by calling City Hall.

 Holiday
City Offices Closed

- _____
Precinct Caucuses - March 1
- _____
Primary Election - Aug. 9
- _____
General Election - Nov. 8
- _____
- _____

CITY OF WAYZATA

RESOLUTION NO. 01-2016

**A RESOLUTION DESIGNATING THE
CITY APPOINTMENTS AND ASSIGNMENTS FOR 2016**

BE IT RESOLVED by the City Council of the City of Wayzata that the following appointments are approved for 2016:

| | |
|---------------------------------------|--|
| Andrew Mullin | Mayor Pro Tem |
| 2) Bridget Anderson | |
| 3) Steven Tyacke | |
| 4) Johanna McCarthy | |
| Daniel Baasen | LMCD Board of Directors (Term Expires 01/31/2018) |
| Johanna McCarthy | Suburban Rate Authority Representative |
| Best & Flanagan (David Schelzel) | City Attorney |
| Jeffrey W. Lambert, PA | Prosecuting Attorney |
| Hennepin County (City of Minnetonka) | Health Officer |
| <i>Sun- Sailor</i> | Official Newspaper (was <i>Lakeshore Weekly News</i> in 2015) |
| Kurt Klapprich | Assistant Weed Inspector |
| Becky Malone | Responsible Authority (for purposes of the Data Practices Act) |
| Dan Distel | Residential Property Assessor |
| Hennepin County Assessor's Office | Assessor for Commercial, Industrial, Utility & Apartment & the "Promenade of Wayzata" Properties |
| Anchor Bank | Official Depositories |
| UBS Financial Services | |
| Morgan Stanley Smith Barney | |
| League of MN Cities 4M Fund & 4M Plus | |
| Wells Fargo Bank, N.A. | |

BE IT FURTHER RESOLVED that all checks drawn against the account of the City of Wayzata at Anchor Bank of Wayzata shall be signed by Interim City Manager Doug Reeder and by either Mayor Ken Willcox or the Mayor Pro-Tem. Said signatures may be affixed to such checks by a signature plate or by hand; and

BE IT FURTHER RESOLVED that the above signatures also shall be considered the official signatures of the City of Wayzata; and

BE IT FURTHER RESOLVED that the Deputy City Clerk and Finance Manager shall have all authority and responsibility as delegated by the Interim City Manager; and

BE IT FINALLY RESOLVED that the Interim City Manager and any City employee designated by the Interim City Manager shall have the ability to make credit card purchases on behalf of the City of Wayzata.

Adopted by the City Council of the City of Wayzata this 5th day of January, 2016.

Ken Willcox, Mayor

Attest: _____
Doug Reeder, Interim City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

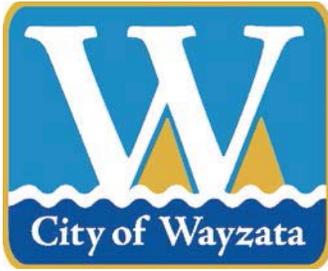
Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 01-2016 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 5, 2016.

Becky Malone, Deputy City Clerk

SEAL



City of Wayzata Public Works
299 Wayzata Blvd. W
Wayzata, MN 55391

Director Of Public Service
David Dudinsky

City Engineer/Assist. Public Works Director
Mike Kelly

Public Works Superintendent
Jim Eibensteiner

Public Works Secretary/Utility Billing Clerk
Rebecca Jones

Memorandum

TO: City Council and City Manager
FROM: Dave Dudinsky, Director of Public Service
DATE: December 28, 2015
SUBJECT: Consider Approval of Recreational Programming Agreement with Minnetonka Community Education

One of the Wayzata Parks & Trails Board project recommendations for 2016 was for the City to provide Summer Recreation Programs for our residents with goal of increasing use of our parks.

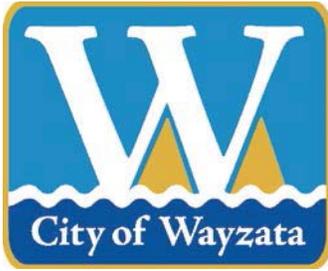
The City Council approved a one year pilot program with a budget of \$20,000.

City staff contacted Minnetonka Community Education (MCE) staff and they responded that they were very interested in offering summer recreational services to the City of Wayzata for the 2016 summer season. MCE presented various recreational programming options to the Parks & Trails Board at their November 18th board meeting which the board discussed and commended on.

Attached is a list of the summer recreational classes offered by MCE for the 2016 Wayzata Summer season as well as the Recreation Programming Agreement proposed by MCE for providing Recreational Programming Services to the City of Wayzata for the 2016 Summer Season.

Summer recreational classes proposed are:

- Summer Rec (kickball, dodge ball, capture the flag, water relays, etc.)
- Archery Summer Camp
- T-Ball Skills
- Wayzata Road Runners
- Tennis (Kids Team Tennis, Beginner to Advanced Adult Tennis Lessons, Intermediate Adult Tennis Lessons)
- Boating & Water Safety
- Amazing Athletes and Amazing Tots
- Teen Paddle & Play-Sand-Up Paddleboard and Stand-Up Paddleboard for the Whole Family
- Adult Bocce Ball League
- Adult Kickball League
- Watercolor Studio
- Sharpies and Shakespeare
- Tai Chi



City of Wayzata Public Works
299 Wayzata Blvd. W
Wayzata, MN 55391

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David Dudinsky

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Public Works Superintendent
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Public Works Secretary/Utility Billing Clerk
Rebecca Jones

- Wayzata Riders Club
- Introduction to Pickle Ball and Pickle Ball
- Nordic Walking Basics
- Sunrise Beach Yoga
- Introduction to Geocaching

In summary, the MCE Summer Programming Agreement proposes the City of Wayzata pay MCE a base price of \$12,000 to offer classes and programs (as listed above) for the 2016 summer season. The City also agrees to pay MCE a performance bonus of \$4,000 if MCE reaches various performance goals as listed in the agreement.

City staff recommends the City Council approve the attached MCE Recreation Programming Agreement to provide summer 2016 Recreation Classes and Programs to the City of Wayzata.

Recreation Programming Agreement

This Service Agreement is made and will be effective on December 10, 2015

BETWEEN

Minnetonka Community Education
4584 Vine Hill Road
Excelsior, MN 55331

AND

City of Wayzata
600 Rice Street East
Wayzata, MN 55391

Minnetonka Community Education & the City of Wayzata Summer 2016 Recreation Programming Agreement

These two organizations will work together to offer recreational programming in the City of Wayzata Parks & City buildings from June through August of 2016.

A.) Services provided by City of Wayzata:

- Use of city parks and buildings.
- Staff support to make indoor classrooms and outdoor spaces available and safe for student participation.
- Promotion through the city outlets using materials designed by Minnetonka Community Education.

B.) Services provided by Minnetonka Community Education (MCE):

- Online registration software management system
 - o 24/7 registration access for customers and instructors
 - o Email confirmation when registration is completed
 - o Email to confirm class start in advance of class date
- Customer service support
 - o Office hours are Monday-Friday from 8am-4:30pm
 - o Answering questions and assisting customers online registration process
 - o Assistance in completing registrations over the phone
 - o Processing paper registrations
 - o Customer convenience
 - Customers searching for Wayzata offerings will also see offerings in Minnetonka

- Customers searching for Minnetonka offerings will also see offerings in Wayzata
 - Evaluation of classes through electronic surveys after the class is completed
 - Program Manager, Coordinator and Executive Director - staff time and expertise
 - Creating, planning and executing class offerings
 - Recruiting, training, hiring staff and handling payment of employees
 - Student communication
 - Weather cancellation management as needed
 - On-site Program Manager support
 - Meeting/greeting participants and families
 - Orienting and managing instructors
 - Marketing support
 - Design, create, print and mail customized Wayzata promotional document (printing and postage costs are estimated at \$4,000)
 - Email blasts
 - MCE will develop content for use on the City of Wayzata web site
 - All classes offered in Wayzata will be included in the MCE summer catalog within the topic area
 - MCE will also create an ad for the summer MCE Catalog promoting the new Wayzata offerings.
 - Budget and Finance
 - Human Resources support
 - Payroll and benefits
 - Payment of credit card company fees
 - Handle cancellation refunds: issuing checks or overhead expense from credit card company fees
 - Bad debt associated with credit card cancellations, bounced checks, etc.
 - Mileage reimbursement
 - All class fees go to MCE.

C.) Compensation:

- 1.) The City of Wayzata agrees to pay MCE \$12,000 to offer classes and programs listed in the attached document entitled – “2016 Wayzata Summer Recreational Programming” for the Summer of 2016.
 - \$4,000 on or by April 1, 2016
 - \$4,000 on or by May 1, 2016
 - \$4,000 on or by June 1, 2016
- 2.) The City of Wayzata agrees to pay MCE a performance bonus of \$4,000 on or by September 30, 2016 if MCE reaches the following goals:
 - a. 70% of class offerings are held.
 - b. 70% of the participant evaluations received rate their experience as good or excellent.
 - c. The Wayzata City Parks Board achieves their goal of increasing use of their parks in the summer of 2016 through this new partnership.

- d. The City of Wayzata (represented by Mr. Dave Dudinsky) is generally satisfied with the services provided by MCE in regard to:
 - i. Marketing
 - ii. Customer Service
 - iii. Communication between MCE and Mr. Dave Dudinsky of the City of Wayzata.
- 3.) The remaining funds from \$16,000 to \$20,000 approved by the Wayzata City Council can be used by Wayzata to invest in staffing or equipment purchases to better prepare parks for the summer programming.

D.) Indemnification and Insurance

The City of Wayzata shall, to the fullest extent permitted by law, indemnify, hold harmless and defend MCE for all claims, including third party claims, for bodily injury, sickness or death, property damage or destruction, and other loss or damages arising out of or related to the services to be provided under this agreement.

The City of Wayzata shall purchase and maintain insurance coverage as required to protect the City of Wayzata and MCE from claims or damage set forth below which may arise out of, result from, or are in any manner connected with, the services to be provided under this agreement. Such insurance shall include, without limitation, coverage and endorsements as will insure the City of Wayzata's indemnification obligations set forth above. The required coverages and minimum limits of liability are as follows:

- A commercial liability insurance policy with limits of \$2 million dollars per occurrence and \$4 million dollars aggregate;
- Worker's compensation insurance meeting all statutory requirements; and
- A comprehensive automotive bodily injury and property damage insurance policy for business use covering all vehicles operated by MCE in connection with this agreement, with a combined single limit of not less than \$2 million dollars.

The City of Wayzata shall cause MCE to be named as an additional insured on all policies obtained pursuant to this section. All insurance shall contain (1) a provision which precludes subrogation claims against MCE; and (2) a provision that coverages, afforded under any of the aforesaid insurance policies, shall not be canceled or materially changed without at least thirty (30) calendar days (or such shorter period required by applicable law, if any, for giving notice to the primary policyholder) prior written notice to MCE as an additional insured. The City of Wayzata will provide MCE with a certificate of insurance for any and all coverage required to be obtained under this section by March 1, 2016.

E.) Modifications to Agreement

Any amendment or modification in any clause of this agreement or additional heading can be added to the agreement by either party in connection to this agreement but with

consent of the other party and they must get the new clause or amended clause signed and approved by the other party.

F.) Entire Agreement

It is agreed by both parties that there is no representation, warranty, collateral agreement or condition affecting this agreement except what is expressed in this agreement.

G.) Governing Law

It is the intention of the parties that this agreement and the performance under this agreement all special proceedings under this agreement shall be construed in accordance with and under the laws of Minnesota without regard to the jurisdiction in which any action or special proceeding may be instituted.

H.) Engagement of Contract

IN WITNESS WHEREOF the parties have duly executed this Service Agreement on the fourth day of December, 2015.



Timothy A. Litfin
Executive Director of Minnetonka Community Education

12/4/2015
Date

Dave Dudinsky
Director of Public Service, Wayzata

Date

Doug Reeder
City Manager, Wayzata

Date

\$65

Kids Team Tennis

Kids will quickly and easily learn tennis by using the United States Tennis Association’s “QuickStart” format. Players in grades K-1 will learn the basics through fun games in order to advance to match play. Grades 2-5 will learn basics along with an emphasis on teamwork and sportsmanship through intra-team matches. Racquet sizing is done on the first day with racquets available to purchase for \$23. If needed, some loaner racquets are available for use. Parents are invited to participate and the coaches can tell you how to be involved in your child’s tennis experience.

Tennis Courts Instructor: Pat & Judy/Kids Team Tennis
Mon. & Wed. 8/1/2016 - 8/17/2016 6 Sessions
10:00 AM - 10:40 AM Grade Level: K - 1

\$65

Kids Team Tennis

Kids will quickly and easily learn tennis by using the United States Tennis Association’s “QuickStart” format. Players in grades K-1 will learn the basics through fun games in order to advance to match play. Grades 2-5 will learn basics along with an emphasis on teamwork and sportsmanship through intra-team matches. Racquet sizing is done on the first day with racquets available to purchase for \$23. If needed, some loaner racquets are available for use. Parents are invited to participate and the coaches can tell you how to be involved in your child’s tennis experience.

Tennis Courts Instructor: Pat & Judy/Kids Team Tennis
Mon. & Wed. 6/13/2016 - 6/29/2016 6 Sessions
10:45 AM - 12:00 PM Grade Level: 2 - 5

\$65

Kids Team Tennis

Kids will quickly and easily learn tennis by using the United States Tennis Association’s “QuickStart” format. Players in grades K-1 will learn the basics through fun games in order to advance to match play. Grades 2-5 will learn basics along with an emphasis on teamwork and sportsmanship through intra-team matches. Racquet sizing is done on the first day with racquets available to purchase for \$23. If needed, some loaner racquets are available for use. Parents are invited to participate and the coaches can tell you how to be involved in your child’s tennis experience.

Tennis Courts Instructor: Pat & Judy/Kids Team Tennis
Mon. & Wed. 7/11/2016 - 7/27/2016 6 Sessions
10:45 AM - 12:00 PM Grade Level: 2 - 5

\$65

Kids Team Tennis

Kids will quickly and easily learn tennis by using the United States Tennis Association’s “QuickStart” format. Players in grades K-1 will learn the basics through fun games in order to advance to match play. Grades 2-5 will learn basics along with an emphasis on teamwork and sportsmanship through intra-team matches. Racquet sizing is done on the first day with racquets available to purchase for \$23. If needed, some loaner racquets are available for use. Parents are invited to participate and the coaches can tell you how to be involved in your child’s tennis experience.

Tennis Courts Instructor: Pat & Judy/Kids Team Tennis
Mon. & Wed. 8/1/2016 - 8/17/2016 6 Sessions
10:45 AM - 12:00 PM Grade Level: 2 - 5

\$65

Beginner to Advanced Beginner Adult Tennis Lessons

Beginner to Advanced Beginner (1.0-2.0 USTA rating). Learn the basics of forehand, backhand, serve and volley, and begin match play. Learn techniques of game strategy with others of the same ability. Each lesson provides step-by-step instruction focusing on the development and maintenance of form and technique

Tennis Courts Instructor: Pat & Judy/Kids Team Tennis
Monday 6/6/2016 - 6/27/2016 4 Sessions
12:00 PM - 1:00 PM Age: 18+

\$56

Intermediate Adult Tennis Lessons

Intermediate (2.5-3.0 USTA rating). Practice and develop all strokes and continue match play. Learn how to judge the ball, learn net play strategies, and improve court coverage. Each lesson provides step-by-step instruction focusing on the development and maintenance of form and technique.

Tennis Courts Instructor: Pat & Judy/Kids Team Tennis
Monday 6/6/2016 - 6/27/2016 4 Sessions
12:00 PM - 1:00 PM Age: 18+

\$56

Beginner to Advanced Beginner Adult Tennis Lessons

Beginner to Advanced Beginner (1.0-2.0 USTA rating). Learn the basics of forehand, backhand, serve and volley, and begin match play. Learn techniques of game strategy with others of the same ability. Each lesson provides step-by-step instruction focusing on the development and maintenance of form and technique

Tennis Courts Instructor: Pat & Judy/Kids Team Tennis
Monday 7/11/2016 - 8/1/2016 4 Sessions
12:00 PM - 1:00 PM Age: 18+
\$56

Intermediate Adult Tennis Lessons

Intermediate (2.5-3.0 USTA rating). Practice and develop all strokes and continue match play. Learn how to judge the ball, learn net play strategies, and improve court coverage. Each lesson provides step-by-step instruction focusing on the development and maintenance of form and technique.

Tennis Courts Instructor: Pat & Judy/Kids Team Tennis
Monday 7/11/2016 - 8/1/2016 4 Sessions
12:00 PM - 1:00 PM Age: 18+
\$56

Boating & Water Safety

Get certified and learn to safely operate boats and personal watercrafts! Instruction emphasizes navigation, laws, ethics, personal safety and the proper use of boats and other watercrafts. Through successful completion, participants will receive their Minnesota Department of Natural Resources Youth Operator Permit. Recognized by the U.S. Coast Guard, approved by NASBLA and MN boating license agency.

Wayzata Fire Station Instructor: Scott Gavin
Weekday TBD June TBD 1 Sessions
8:00 AM - 12:00 PM Age: 12 - 18
\$35

Amazing Athletes

Engage in a developmental sport and fitness program that teaches the basic fundamentals and mechanics of nine different sports including: baseball, volleyball, lacrosse, football, soccer, golf, hockey, basketball and tennis! Build self-confidence, practice teamwork, and improve fine and large motor skills. Increase cardiovascular fitness, muscle tone, hand-eye coordination and reaction time. Lots of sports fun! Parents are not required to stay, but can if they choose.

Klapprich Park Instructor: Amazing Athletes

Monday 6/13/16 – 7/25/16 6 sessions

10:45-11:30 AM Age: 3-5 yr. 11 mo.

\$69

Amazing Tots

This discovery-based program is designed to get your toddler moving! Activities focus on helping your child meet his or her major motor development goals. Four different sports are covered including basketball, football, soccer and baseball. Parent/guardian must attend and participation is highly encouraged.

Klapprich Park Instructor: Amazing Athletes

Monday 6/13/16 – 7/25/16 6 sessions

10-10:30 AM Age: 1 yr. 8 mo. – 2 yr. 11 mo.

\$59

Teen Paddle & Play – Stand-Up Paddleboard

Participants will learn SUP basics including gear overview, paddle and launch techniques as well as general safety instruction. SUP Boards, paddles will be provided as well as life jackets and leashes (required during class.) After we get comfortable on our boards, we will ramp up our fun with SUP games and activities.

Beach Instructor: Holly Evans (Wai Nani)

Date/Time TBD 1 Session Age 12-17

\$50

Teen Paddle & Play – Stand-Up Paddleboard

Participants will learn SUP basics including gear overview, paddle and launch techniques as well as general safety instruction. SUP Boards, paddles will be provided as well as life jackets and leashes (required during class.) After we get comfortable on our boards, we will ramp up our fun with SUP games and activities.

Beach Instructor: Holly Evans (Wai Nani)
Date/Time TBD 1 Session Age 12-17
\$50

Stand-Up Paddleboard for the Whole Family

Beginner Stand Up Paddleboard Group Clinics to include on and off the water training. Participants will learn the 101 basics of Stand Up Paddleboarding including gear overview, paddle and launch techniques as well as general safety instruction. SUP boards, paddles, PFDs and leashes will be provided.

Beach Instructor: Holly Evans (Wai Nani)
Date/Time TBD 1 Session Age 12+
\$50

Stand-Up Paddleboard for the Whole Family

Beginner Stand Up Paddleboard Group Clinics to include on and off the water training. Participants will learn the 101 basics of Stand Up Paddleboarding including gear overview, paddle and launch techniques as well as general safety instruction. SUP boards, paddles, PFDs and leashes will be provided.

Beach Instructor: Holly Evans (Wai Nani)
Date/Time TBD 1 Session Age 12+
\$50

Adult Bocce Ball League

This alternative sports league will be playing on pop-up grass courts at the Bell Courts park on Thursday evenings, starting at 6 p.m. Grab a couple friends and try bocce ball. Teams are made up of four players - two females and two males. Each team is required to bring their own complete set of bocce balls for play. We will set up the courts and provide field supervision.

Bell Courts Instructor: Self-Ump
Thursday 6/23/2015 - 7/21/2015 4 Sessions
6:00 PM - 10:00 PM Age: 18+

\$65/team

Adult Kickball League

Adult Co-Rec Kickball leagues will be offered June-July this summer starting at 6 p.m. The season consists of eight weeks of play with a playoff and championship games at the end of the regular season. 10 people are allowed on the field at once, 5 males and 5 females, but can have up to 20 on your roster. Games will be played at the Klapprich Park on Friday nights. All games will be self-umped and each team will be provided one regulation sized kickball.

Klapprich Park Field Instructor: Self-Ump
Friday 6/10/2015 - 7/22/2015 6 Sessions
6:00 PM - 10:00 PM Age or Grade Level: 18+
\$200/team

Watercolor Studio

Join us as we explore the many unique ways to use Watercolor. Paint in a relaxing and fun atmosphere, and enjoy the best of the outdoors. Learn at your own pace through one-on-one instruction during the hands-on period of each class. Continuing, as well as beginning students are welcome. Patterns provided so no drawing is required.

Open space by Library Instructor: Barbara Boulka
Thursday 6/16/2015 - 6/16/2015 1 Sessions
10:00 AM - 12:00 PM Age: 18+
\$59

Watercolor Studio

Join us as we explore the many unique ways to use Watercolor. Paint in a relaxing and fun atmosphere, and enjoy the best of the outdoors. Learn at your own pace through one-on-one instruction during the hands-on period of each class. Continuing, as well as beginning students are welcome. Patterns provided so no drawing is required.

Open space by Library Instructor: Barbara Boulka
Thursday 7/21/2015 - 7/21/2015 1 Sessions
10:00 AM - 12:00 PM Age: 18+
\$59

Sunrise Beach Yoga

Enjoy the beauty and peace of Lake Minnetonka while practicing yoga. This class will cover basic yoga postures with an emphasis on flexibility, strength, and relaxation. The sand, water, and sun will dominate this class. Grab your beach towel, bring some friends, and meet at the lake.

Beach Instructor: Ann Mertes
Wednesday 7/12/2015 - 8/2/2015 4 Sessions
6:30 AM - 7:30 AM Age or Grade Level: 18+
\$40

Introduction to Geocaching

Description TBD
Firestation Instructor: TBD
Date/ Time TBD 1 Session
All ages welcome
\$TBD



Planning Report
January 5, 2016
Wayzata City Council Meeting

File Case No: PR 2015-09
Owner: Anton and Lindy Vincent
Address of request: 324 Bushaway Road
PID number: 05-117-22-34-0023
Prepared By: Jeff Thomson, Director of Planning and Building
Project Summary: Application for a variance to allow a five (5) foot tall fence along the Bushaway Road front yard of the property at 324 Bushaway Road (City Code § 801.18.1.E.2)

Introduction

Bob Carlson with Jyland Homes (the “Applicant”) and Anton and Lindy Vincent (the “Owner”) have submitted a development application requesting a variance to construct a five (5) foot tall fence in the front yard of the property (the “Application”) at 324 Bushaway Road (the “Property”). A written narrative and plans submitted by the Applicant and Owner are provided as Attachment A.

Background Information

In August 2015, the City issued a building permit for construction of an outdoor swimming pool on the Property, which is located in the rear yard. The City Code regarding swimming pools (Section 810) requires protective fencing around the entire perimeter of an outdoor swimming pool for safety and security purposes. The fence enclosing a pool must be a minimum of five (5) feet in height. The fence must be non-climbable, and any openings or breaks in the fence must contain self-closing and self-latching gates. The swimming pool on the Property is currently enclosed with a five (5) foot tall fence that meets the City’s swimming pool enclosure requirements. The existing fence also meets the zoning requirements for fences.

Proposal

The Applicant and Owner are proposing to relocate a portion of the existing fence. The westerly segment of the existing fence does not extend beyond the front corner of the garage. The Applicant and Owner are proposing to move the westerly segment of the fence further to the west and closer to Bushaway Road. The new fence would match the existing fence, which is black aluminum with vertical pickets. The revised location, however, would not meet the City's zoning ordinance requirements, which are separate from the City's swimming pool requirements.

The City's fence requirements state that any fence located in front of the primary structure must not exceed 42 inches in height, and must not consist of more than 50 percent solid matter. The proposed fence would meet the solid material requirement, as it is less than 50 percent opaque. However, in order to meet the swimming pool enclosure requirement, the fence would be five (5) feet in height, which exceeds the 42-inch height requirement in the zoning ordinance. The Applicant and Owner have requested a variance from the fence height requirement from 42 inches (3 ½ feet) to five (5) feet.

Stonecrest Development

During the review of the Stonecrest development in 2012, the Planning Commission and City Council discussed the preservation of a fence along Bushaway Road. The City Council Resolution approving the project included the following condition:

The Applicant is requested to use best efforts to protect the existing fence and the Trapper's Cabin on the Property during construction, and consider dedicating the Trapper's Cabin to a third party, such as the Wayzata Historical Society or City of Wayzata, with consideration of the goals and missions of said parties, for its relocation and continued preservation.

As the Planning Commission is aware, the Trapper's Cabin was preserved and moved to Shaver Park. The Applicant has submitted an email that indicates during construction, the iron fence material was salvaged, but the masonry support posts were unable to be preserved. The Applicant states that the iron fence is in serious disrepair and it is not feasible to reinstall the fence.

The Applicant has provided the letter and photos of the old fence as an update for the Planning Commission and City Council, which are included as Attachment B. No formal action is required from the Planning Commission or City Council on this matter.

Supporting Information

Map 1: Existing Property Aerial



Relevant Property Information.

| | |
|-----------------|--|
| Zoning: | R-1/Low Density Single Family Residential District |
| Comp Plan: | Bushaway Conservation District |
| Total lot size: | 86,405 square feet or 1.98 acres |

Legal Description.

A copy of the legal description for the subject properties are on file and available for viewing at City Hall. The following properties are included in the project area of the Application:

| | | |
|-----------------|-------------------|-------------------------|
| 324 Bushaway Rd | 05-117-22-34-0023 | Anton and Lindy Vincent |
|-----------------|-------------------|-------------------------|

Public Noticing Requirements.

Zoning Ordinance Section 801.05 requires the Planning Commission to hold a public hearing on the Application. The Notice of Public Hearing was published in the Lakeshore Weekly on December 8, 2015. A copy of the Notice of Public Hearing was also mailed to all property owners located within 350 feet of the subject property on December 10, 2015.

Adjacent Uses.

| Adjacent Property | Zoning | Uses |
|--------------------------|---------------|--------------------|
| North | R-1 | Single-family home |
| East | R-1 | Single-family home |
| South | R-1 | Single-family home |
| West | R-2A | Single-family home |

Planning Commission Review

The Planning Commission held a public hearing regarding the Application at its meeting on December 21, 2015. One neighbor spoke at the public hearing, and asked a question to clarify where the fence would be located on the property. The Planning Commission reviewed the Application and adopted the Planning Commission Report and Recommendation, which recommends approval of the Application, with conditions. The vote on the Report and Recommendation was 7-0. The Planning Commission Report and Recommendation and draft meeting minutes are included on Attachments C and D.

Zoning Ordinance Variance Standards

Section 801.05.1.C provides the criteria for reviewing variances from the Zoning Ordinance. The Variance requested in the Application is a Setback Variance. The variance review criteria are as follows (with Staff's comments included in *italics*):

- A. Variances shall only be permitted when they are:
 - (i) in harmony with the general purposes and intent of this Ordinance; and
 - (ii) consistent with the Comprehensive Plan.

- B. Variances may be granted when the Applicant for the variance establishes that there are practical difficulties in complying with this Ordinance.

- C. "Practical difficulties," as used in connection with the granting of a variance, means that:
 - (i) the property owner's proposal for the property is reasonable but not permitted by this Ordinance;
 - (ii) the plight of the landowner is due to circumstances unique to the property, and not created by the landowner; and
 - (iii) the variance, if granted, will not alter the essential character of the locality.

- D. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.

- E. Variances shall be granted for earth sheltered construction as defined in Minnesota Statutes, section 216C.06, subdivision 14, when in harmony with this Ordinance.

- F. The City Council shall not permit as a variance any use that is not allowed under this Ordinance for property in the zoning district where the affected person's land is located, except the City Council may permit as a variance the temporary use of a one family dwelling as a two family dwelling.
- G. The City Council may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.
- H. An application for a variance shall set forth reasons that the variance is justified under the criteria of this section in order to make reasonable use of the land, structure or building.

Action Steps

After considering the items outlined in this Report, the City Council should pursue one of the following as an action step:

1. Adopt the draft approval Resolution No. 03-2016 included as Attachment E of this Report.
2. If the Council wishes to significantly modify the Resolution for approval, the Council should direct staff to prepare a revised Resolution for review and adoption at the next Council meeting.
3. If the Council wishes to pursue a denial motion, the Council should direct staff to prepare a revised Resolution reflecting the denial motion for review and adoption at the next Council meeting.

Attachments:

Attachment A: Narrative and Plans

- Applicant's narrative
- Proposed site plan
- Fence photo

Attachment B: Old Fence Information

- Email from Applicant
- Photos

Attachment C: Planning Commission Report and Recommendation

Attachment D: Planning Commission Draft Meeting Minutes

Attachment E: Draft City Council Resolution No. 03-2016

Applicant's Narrative

10.26.15

City of Wayzata
600 Rice Street
Wayzata, MN 55391

RE: Fence Variance Request- 324 Bushaway Road, Wayzata

Planning Commission,

The Owner is requesting a variance to the fence ordinance based on the hardship of the property being located adjacent to County Road 101, and having two front yard setbacks. The home has a pool in the rear yard requiring a five foot enclosed safety fence. The fence is black aluminum with vertical pickets, as shown on attached photo. The property is two acres with the westerly boundary adjoining County Road 101. The current fence is highlighted in orange, with the requested new location shown in green on the attached survey. The new fence location will offer more security from the new public trail along County Road 101, and allow the property owner to have full access to the rear yard for family activity, rather than splitting the usable yard with the fence in the current location. This variance will have no adverse impact to any other property owners in the development.

Respectfully,

Bob Carlson, property owner representative

Existing and Proposed
Fence Material



Jeff Thomson

From: Bob Carlson <bob@jyland.com>
Sent: Tuesday, December 08, 2015 2:44 PM
To: Jeff Thomson
Cc: Anton Vincent; 'Lindy Vincent'
Subject: FW: 324 Bushaway Road fence variance request

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Development Applications

[Re sent with corrected email address](#)

From: Bob Carlson
Sent: Tuesday, December 8, 2015 2:29 PM
To: 'jthomson@wayzata.org'
Cc: Anton Vincent; 'Lindy Vincent'
Subject: 324 Bushaway Road fence variance request

Jeffrey,

Along with the fence variance request, I would like to discuss the portion of original perimeter fence that was located on this property and removed by the developer of the subdivision. Only portions of the iron fence are remaining on the property and have not been moved. The fence is beyond repair and is not feasible to reinstall. The masonry portion of the fence was not saved from the original removal. Jyland was the builder of the new residence and spaded many mature trees on the perimeter of the lot for privacy. I am requesting the property owner has no obligations with the removed fence.

Best regards,
Bob

Bob Carlson
612.850.4001
bob@jyland.com

Jyland Construction Management Co.
201 East Lake Street Wayzata, MN 55391
jyland.com









WAYZATA PLANNING COMMISSION

December 21, 2015

REPORT AND RECOMMENDATION ON APPLICATION FOR A FENCE HEIGHT VARIANCE AT 324 BUSHAWAY ROAD

SUMMARY OF RECOMMENDATION

- Approval* of Height Variance

** subject to certain conditions noted in Section 4 of this Report*

REPORT AND RECOMMENDATION

Section 1. BACKGROUND

1.1 Project. Bob Carlson with Jyland Homes (the “Applicant”) and Anton and Lindy Vincent (the “Owner”) have submitted a development application requesting a variance to construct a five (5) foot tall fence in the front yard of the property (the “Application”) at 324 Bushaway Road (the “Property”).

1.2 Application Request. As part of the Application, the Applicant and Owner are requesting approval of the following items:

- A. A variance from the maximum fence height of 42 inches for a fence located in front of the primary structure (City Code Section 801.18.1.E.2) to construct a fence in front of the house that is five (5) feet in height (the “Height Variance”).

1.3 Property. The property identification number and owner of the affected property (the “Property”) are:

| | | |
|-----------------|-------------------|-------------------------|
| 324 Bushaway Rd | 05-117-22-34-0023 | Anton and Lindy Vincent |
|-----------------|-------------------|-------------------------|

1.4 Land Use. All uses on adjacent properties are single-family homes. The properties to the north, east, and south are zoned R-1/Low Density Single Family

Residential District, and the property to the west is zoned R-2A/Single Family Residential District.

- 1.5 Notice and Public Hearing. Notice of a public hearing on the Application was published in the *Lakeshore Weekly* on December 8, 2015 and notices were mailed to all properties within 350 feet of the Property on December 10, 2015. The required public hearing was held at the December 21, 2015 Planning Commission meeting.

Section 2. STANDARDS

- 2.1 Fence Height Requirement. Fences not exceeding forty-two (42) inches in height and consisting of no more than fifty (50) percent solid matter may be permitted in front of the front building line as established by the primary structure on the lot. Section 801.18.1.E.2
- 2.2 Zoning Ordinance Variance Standards. Section 801.05.1.C provides the criteria for reviewing variances from the standards of the Zoning Ordinance. The variance review criteria are as follows:
- A. Variances shall only be permitted when they are:
 - (i) in harmony with the general purposes and intent of the Zoning Ordinance; and
 - (ii) consistent with the Comprehensive Plan.
 - B. Variances may be granted when the Applicant for the variance establishes that there are practical difficulties in complying with this Ordinance.
 - C. "Practical difficulties," as used in connection with the granting of a variance, means that:
 - (i) the property owner's proposal for the property is reasonable but not permitted by the Zoning Ordinance;
 - (ii) the plight of the landowner is due to circumstances unique to the property, and not created by the landowner; and
 - (iii) the variance, if granted, will not alter the essential character of the locality.
 - D. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.
 - E. Variances shall be granted for earth sheltered construction as defined in Minnesota Statutes, section 216C.06, subdivision 14, when in harmony with this Ordinance.

- F. The City Council shall not permit as a variance any use that is not allowed under this Ordinance for property in the zoning district where the affected person's land is located, except the City Council may permit as a variance the temporary use of a one family dwelling as a two family dwelling.
- G. The City Council may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.
- H. An application for a variance shall set forth reasons that the variance is justified under the criteria of this section in order to make reasonable use of the land, structure or building.

Section 3. FINDINGS

Based on the Application materials, staff reports, public comment presented at the hearing, and Wayzata's Zoning Ordinance, the Planning Commission of the City of Wayzata makes the following findings of fact with respect to the Height Variance:

3.1 Setback and Lot Coverage Variances.

- A. The Height Variance requested in the Application does not change the current single family residential use. The Height Variance requested is in harmony with the general purposes and intent of the Ordinance and are consistent with the Comprehensive Plan.
- B. There is a practical difficulty in complying with the fence height requirement, as outlined in Section C below.
- C. The Height Variance is reasonable due to the configuration of the lot. The front property line, as defined by City Code, is the west property line along Bushaway Road. However, due to a shared private driveway with the properties to the north and east, the access to the property is from the private driveway, and the house faces the private driveway, and not Bushaway Road. Therefore the practical front yard is the north side of the house, and the west side of the property along Bushaway Road functions as the side yard, not the front yard. The lot configuration is unique to the property and was not created by the landowner.

In addition, the Height Variance would not adversely impact the essential character of the locality. The fence would not obstruct views from surrounding properties. The properties immediately to the north and south of the property also do not face Bushaway Road. Therefore, the fence would not be visually located in the front yard of the Property or adjacent properties.

- D. The practical difficulties necessitating the Height Variance are not solely economic in nature. The existing lot configuration of the Property is a significant factor in the practical difficulty of meeting the Ordinance requirements.
- E. The Height Variance is not requested for earth sheltered construction.
- F. A fence is permitted within the R-1 zoning district that the Property is located in.
- G. The conditions for granting approval of the Height Variance are listed below in Section 4 of this Resolution.
- H. The Applicant has provided the reasons that the Height Variance is justified under the criteria of the Ordinance in order to make reasonable use of the land, structures and buildings on the Property.

Section 4. RECOMMENDATION

4.1 Planning Commission Recommendation. Based on the findings in section 3 of this Report, the Planning Commission recommends approval of the Height Variance as set forth in the Application (Attachment A), subject to all of the following conditions:

- A. The Applicant must secure all necessary building permits for construction, and follow all laws and regulations applicable to the Project.
- B. All expenses of the City of Wayzata, including consultant, expert, legal, and planning incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata Planning Commission this 21st day of December 2015.

Chair, Planning Commission

Attachment A

Height Variance as set forth in the Application

**WAYZATA PLANNING COMMISSION
MEETING MINUTES
DECEMBER 21, 2015**

AGENDA ITEM 1. Call to Order and Roll Call

Chair Vanderheyden called the meeting to order at 7:00 p.m.

Present at roll call were Commissioners: Vanderheyden, Gonazalez, Young, Iverson, Gruber, Ramy, and Gnos. Absent and excused: None. Director of Planning and Building Jeff Thomson was also present.

a.) Approval of the November 2nd Planning Commission Minutes

Commissioner Gruber made a motion, Seconded by Commissioner Gonzalez, to approve the November 2, 2015 Planning Commission Minutes as presented. The motion carried; 6-eyes, 1-abstain (Vanderheyden).

b.) Approval of the November 16th Planning Commission Minutes

Commissioner Iverson made a motion, Seconded by Commissioner Gnos, to approve the November 16, 2015 Planning Commission Minutes as presented. The motion carried; 6-eyes, 1-abstain (Young).

AGENDA ITEM 2. Regular Agenda Public Hearing Items:

**a.) 324 Bushaway Road – Anton and Lindy Vincent
i. Fence height Variance**

Director of Planning and Building Thomson stated Bob Carlson, with Jyland Homes, and Anton and Lindy Vincent have submitted a development application requesting a variance to construct a five (5) foot tall fence in the front yard of the property at 324 Bushaway Road. He explained the City's fence requirements state that any fence located in front of the primary structure must not exceed 42-inches in height, and must not consist of more than 50% solid matter. The proposed fence would meet the solid matter requirement, as it is less than 50% opaque. However, in order to meet the swimming pool enclosure requirement, the fence would be 5-feet in height, which exceeds the 42-inch requirement in the Zoning Ordinance. He reviewed the written narrative and plans submitted by the Applicant.

Commissioner Gonzalez asked why a variance would be needed. According to the Code if the house faces a private road the fence can be 6-feet in height.

Mr. Thomson explained in this situation the house faces a private driveway and this is not technically considered a front yard. The only street frontage the subject property has is

1 Bushaway Road, which is considered the front yard. The City Code definition of front yard is not
2 based on the orientation of the house.

3
4 Commissioner Gonzalez suggested the Planning Commission review the Fence Ordinance at a
5 future meeting and make clarifications.

6
7 Chair Vanderheyden opened the public hearing at 7:15 pm.

8
9 Mr. Tom Hanlin, 322 Bushaway Road, Wayzata, clarified the proposed fence would be located
10 on the east side of the line of spruce trees located in this area. He explained to the residents in
11 this neighborhood the frontage on the private road or driveway is considered the front of the
12 house.

13
14 Chair Vanderheyden closed the public hearing at 7:17 pm.

15
16 Commissioner Gruber asked Mr. Carlson to explain the practical difficulties of the trail and the
17 security issues.

18
19 Mr. Bob Carlson, Jyland Homes, 401 Lake Street E, Wayzata, stated the main reason for the
20 request is because City Code requires a 5-foot fence around a swimming pool. He clarified when
21 the home and pool were constructed they had not been able to apply for the variance request to
22 locate the fence in the proposed area due to time constraints.

23
24 Commissioner Young made a motion, Seconded by Commissioner Gnos to adopt the Planning
25 Commission Report and Recommendation, as presented by staff, recommending approval of the
26 application for a Fence Height Variance at 324 Bushaway Road. The motion carried
27 unanimously.

28
29
30 **AGENDA ITEM 3. Regular Agenda Old Business Items:**

31
32 a.) None.

33
34
35 **AGENDA ITEM 4. Other Items:**

36
37 a.) **Review of Development Activities**

38
39 Mr. Thomson stated the next meeting would be January 4, starting with a training workshop for
40 the two (2) new Commissioners who were recently appointed by Council, and whose terms
41 commence in January 2016. He noted that this evening's meeting is the last meeting for Chair
42 Vanderheyden and Commissioner Ramy, whose terms expire at the end of the year.

43
44 Commissioner Gruber reported that the City Council had discussed the parking ramp during a
45 workshop meeting on December 21st. The Council had voted 3-2, in favor of a 3-story parking
46 ramp design but noted that a four-fifths vote was required for the City to issue debt for the

DRAFT RESOLUTION NO. 03-2016

**RESOLUTION APPROVING A FENCE HEIGHT VARIANCE
AT 324 BUSHAWAY ROAD**

BE IT RESOLVED by the City Council of Wayzata, Minnesota as follows:

Section 1. BACKGROUND

1.1 Project. Bob Carlson with Jyland Homes (the “Applicant”) and Anton and Lindy Vincent (the “Owner”) have submitted a development application requesting a variance to construct a five (5) foot tall fence in the front yard of the property (the “Application”) at 324 Bushaway Road (the “Property”).

1.2 Application Request. As part of the Application, the Applicant and Owner are requesting approval of the following items:

A. A variance from the maximum fence height of 42 inches for a fence located in front of the primary structure (City Code Section 801.18.1.E.2) to construct a fence in front of the house that is five (5) feet in height (the “Height Variance”).

1.3 Property. The property identification number and owner of the affected property (the “Property”) are:

| | | |
|-----------------|-------------------|-------------------------|
| 324 Bushaway Rd | 05-117-22-34-0023 | Anton and Lindy Vincent |
|-----------------|-------------------|-------------------------|

1.4 Land Use. All uses on adjacent properties are single-family homes. The properties to the north, east, and south are zoned R-1/Low Density Single Family Residential District, and the property to the west is zoned R-2A/Single Family Residential District.

1.5 Notice and Public Hearing. Notice of a public hearing on the Application was published in the *Lakeshore Weekly* on December 8, 2015 and notices were mailed to all properties within 350 feet of the Property on December 10, 2015. The required public hearing was held at the December 21, 2015 Planning Commission meeting.

1.6 Planning Commission Action. The Planning Commission reviewed the Application and held a Public Hearing on December 15, 2015. The Planning Commission voted seven (7) in favor and zero (0) opposed to adopt the *Planning Commission Report and Recommendation* for approval of the Application.

Section 2. STANDARDS

- 2.1 Fence Height Requirement. Fences not exceeding forty-two (42) inches in height and consisting of no more than fifty (50) percent solid matter may be permitted in front of the front building line as established by the primary structure on the lot. Section 801.18.1.E.2
- 2.2 Zoning Ordinance Variance Standards. Section 801.05.1.C provides the criteria for reviewing variances from the standards of the Zoning Ordinance. The variance review criteria are as follows:
- A. Variances shall only be permitted when they are:
 - (i) in harmony with the general purposes and intent of the Zoning Ordinance; and
 - (ii) consistent with the Comprehensive Plan.
 - B. Variances may be granted when the Applicant for the variance establishes that there are practical difficulties in complying with this Ordinance.
 - C. "Practical difficulties," as used in connection with the granting of a variance, means that:
 - (i) the property owner's proposal for the property is reasonable but not permitted by the Zoning Ordinance;
 - (ii) the plight of the landowner is due to circumstances unique to the property, and not created by the landowner; and
 - (iii) the variance, if granted, will not alter the essential character of the locality.
 - D. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.
 - E. Variances shall be granted for earth sheltered construction as defined in Minnesota Statutes, section 216C.06, subdivision 14, when in harmony with this Ordinance.
 - F. The City Council shall not permit as a variance any use that is not allowed under this Ordinance for property in the zoning district where the affected person's land is located, except the City Council may permit as a variance the temporary use of a one family dwelling as a two family dwelling.
 - G. The City Council may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.
 - H. An application for a variance shall set forth reasons that the variance is justified under the criteria of this section in order to make reasonable use of the land, structure or building.

Section 3. FINDINGS

The City Council of the City of Wayzata hereby confirms and memorializes that the Height Variance depicted in the Application meets the applicable requirements of Wayzata's Zoning Ordinance, based upon the following findings of fact made on the record (as well as all Application materials, staff reports, public comment presented at the hearing, and the Recommendation of the Planning Commission):

3.1 Height Variance.

- A. The Height Variance requested in the Application does not change the current single family residential use. The Height Variance requested is in harmony with the general purposes and intent of the Ordinance and are consistent with the Comprehensive Plan.
- B. There is a practical difficulty in complying with the fence height requirement, as outlined in Section C below.
- C. The Height Variance is reasonable due to the configuration of the lot. The front property line, as defined by City Code, is the west property line along Bushaway Road. However, due to a shared private driveway with the properties to the north and east, the access to the property is from the private driveway, and the house faces the private driveway, and not Bushaway Road. Therefore the practical front yard is the north side of the house, and the west side of the property along Bushaway Road functions as the side yard, not the front yard. The lot configuration is unique to the property and was not created by the landowner.

In addition, the Height Variance would not adversely impact the essential character of the locality. The fence would not obstruct views from surrounding properties. The properties immediately to the north and south of the property also do not face Bushaway Road. Therefore, the fence would not be visually located in the front yard of the Property or adjacent properties.

- D. The practical difficulties necessitating the Height Variance are not solely economic in nature. The existing lot configuration of the Property is a significant factor in the practical difficulty of meeting the Ordinance requirements.
- E. The Height Variance is not requested for earth sheltered construction.
- F. A fence is permitted within the R-1 zoning district that the Property is located in.

- G. The conditions for granting approval of the Height Variance are listed below in Section 4 of this Resolution.
- H. The Applicant has provided the reasons that the Height Variance is justified under the criteria of the Ordinance in order to make reasonable use of the land, structures and buildings on the Property.

Section 4. CITY COUNCIL ACTION

- 4.1 Based on the Findings of this Resolution, the request for approval of the Height Variance as set forth in the Application and plans (Attachment A), is hereby **APPROVED** subject to all of the following conditions (failure to comply with any one of these conditions shall result in the revocation of this approval):
- A. The Applicant must secure all necessary building permits for construction, and follow all laws and regulations applicable to the Project.
 - B. All expenses of the City of Wayzata, including consultant, expert, legal, and planning incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata City Council this 5th day of January, 2016.

Mayor Ken Willcox

ATTEST:

Interim City Manager Doug Reeder

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

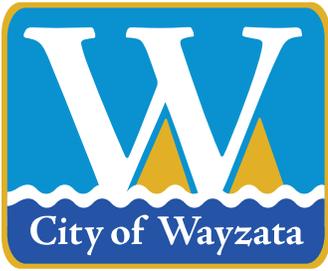
Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 5, 2016.

Becky Malone, Deputy City Clerk
SEAL

Attachment A

Height Variance as set forth in the Application



City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

**Interim City
Manager:**
Doug Reeder

Date: December 30, 2015
To: Mayor Willcox and Councilmembers
From: Jeff Thomson, Director of Planning and Building
Subject: Reimbursement Resolution for Issuance of Tax Exempt Bonds for the Mill Street Ramp

As part of the Mill Street parking ramp financing, the city needs to adopt a Reimbursement Resolution which states that the expenses paid by the city can be reimbursed as a cost of the project, should the city issue tax exempt bonds for the project.

The attached Resolution 04-2016 has been drafted by the City's bond counsel, Jennifer Hanson at Dorsey and Whitney. The Resolution does not issue the bonds, and does not obligate the City to issue bonds for the project. Rather, the Resolution ensures that the costs for design and engineering being considered by the City Council could be reimbursed when the City issues bonds to pay for the Mill Street ramp project.

RESOLUTION NO. 04-2016

RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED PROJECTS TO BE UNDERTAKEN BY THE CITY; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the City Council of the City of Wayzata, Minnesota (the "City"), as follows:

1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the "Regulations") dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued series of bonds within 60 days after payment of the expenditures, that the bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within the reimbursement period (as defined in the Regulations), and that the expenditures reimbursed be capital expenditures or costs of issuance of the bonds.

(c) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

2. Official Intent Declaration.

(a) The City proposes to undertake the following project or projects and to make original expenditures with respect thereto prior to the issuance of reimbursement bonds, and reasonably expects to issue reimbursement bonds for such project or projects in the maximum principal amounts shown below:

| <u>Project</u> | <u>Maximum Amount of Bonds Expected to be Issued for Project</u> |
|-----------------------|--|
| Downtown parking ramp | \$9,700,000 |

(b) Other than (i) de minimis amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, the City will not seek reimbursement for any original expenditures with respect to the foregoing projects paid more than 60 days prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will be capital expenditures or costs of issuance of the reimbursement bonds.

3. Budgetary Matters. As of the date hereof, there are no City funds reserved, pledged, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, pledged, allocated on a long term basis or otherwise set aside) to provide permanent financing for the original expenditures related to the projects, other than pursuant to the issuance of the reimbursement bonds. Consequently, it is not expected that the issuance of the reimbursement bonds will result in the creation of any replacement proceeds.

4. Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the reimbursement bonds to reimburse the source of temporary financing used by the City to make payment of the original expenditures relating to the projects. Each reimbursement allocation shall be made within 30 days of the date of issuance of the reimbursement bonds, shall be evidenced by an entry on the official books and records of the City maintained for the reimbursement bonds and shall specifically identify the original expenditures being reimbursed.

Adopted by the City Council of the City of Wayzata this 5th day of January, 2016.

Ken Willcox, Mayor

Attest: _____
Doug Reeder, Interim City Manager

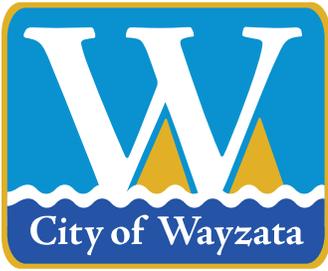
ACTION ON THIS RESOLUTION:

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

I hereby certify that the foregoing is a true and correct copy of Resolution No. 04-2016 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 5, 2016.

Becky Malone, Deputy City Clerk

SEAL



City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

**Interim City
Manager:**
Doug Reeder

Date: December 30, 2015

To: Mayor Willcox and Councilmembers

From: Jeff Thomson, Director of Planning and Building

Subject: Contract with HGA for Pre-Design Services for Mill Street Parking Ramp

Background

At the November 17, 2015 City Council meeting, Council voted to finalize the Programming and Pre-Design for the Mill Street Ramp and directed staff to proceed with Architectural and Engineering services for a Grade + 2 level ramp. The motion made by Council included direction for staff to explore design options to address scale/massing of the structure as well as for a roof and amenities that would screen the ramp from a visual and security perspective as viewed from the neighborhood to the north. Council further directed staff to reach out to potential design firms to see if they would be willing to put forth design concepts on a pro-bono basis.

At the December 15, 2015 City Council meeting, Council held a workshop with HGA Architects and Engineers and Walker Parking Consultants to review design scenarios for the Mill Street Parking Ramp. At the regular meeting on December 15th, the Council requested a proposal from HGA/Walker Parking Consultants to create design alternatives for the parking ramp. HGA has submitted a Letter of Agreement for pre-design services for the City Council's review, which is attached. The Agreement would be with HGA, and Walker Parking Consultants would be a sub-consultant to HGA.

Project Schedule

The project schedule outlined in the proposal is based on the previous studies and discussions by the City Council to have parking ramp completed in 2017, and to construct the ramp in the winter months to reduce parking impacts during peak summer times. The current schedule provides for construction to start in the fall of 2016, with completion in spring of 2017. In order to complete the project in this timeframe, Phase I/Pre-Design would take place from January through April of 2016, and Phase II of the design would occur after Pre-Design is complete, from April to October of 2016. Based on the draft project schedule, construction would start in September 2016 with completion in May 2017. This schedule could be further refined during the design process, but is somewhat constrained by the construction timeframe.

Design Process

At the December 15, 2015 meeting, the City Council discussed establishing a Steering Committee to direct and manage the consultant's work during the design process. The Steering Committee has been included in the proposal from HGA. The Steering Committee

would have 3 to 5 meetings to direct the consultants' work. City Staff has outlined the following suggested membership of the Steering Committee:

- 2 City Council representatives
- 2 City Staff representatives
- 1 Resident of Wayzata

Design Schedule

City staff has prepared the following draft schedule for the Phase I/Pre-Design process:

| Date | Meeting | Topic |
|------------------------------|---|---|
| Jan 5 th | City Council Meeting | (1) Approval of Contract with HGA/Walker for Pre-Design Services (2) Create Pre-Design Steering Committee (structure and membership) |
| Jan 19 th | Steering Committee Meeting #1 with City Council (CC Workshop) | |
| Week of Feb 1 st | Steering Committee Meeting #2 | |
| Jan 28 th | HRA Meeting | Design update |
| TBD | Meeting with Mill St Businesses and Owners | Discuss Mill St design options and trash/recycling/service components of ramp |
| Week of Feb 15 th | Steering Committee Meeting #3 | |
| Week of Feb 29 th | Steering Committee Meeting #4 | |
| March 15 th | Steering Committee #5 with City Council (CC Workshop) | Steering Committee presents recommendation to City Council |
| March 16 th | Public Open House and Steering Committee Meeting #6 | |
| April 5 th | City Council Meeting | Approval of Pre-Design Approval of Contract for Phase II Design (A/E Service and Construction Documents) |

Design Phases

The HGA proposal provides for a two phase design of the project. The first phase would consist of Pre-Design of the ramp and multi-purpose street. The second design phase would include project entitlement (Planning Commission and City Council zoning review), Schematic

Design Development, Bidding, and Construction Administration. The proposal and draft contract from HGA is for Phase I/Pre-Design. The Phase II Proposal and Contract would be reviewed by the Council after the Pre-Design process is complete.

Traffic Study

The City also has a Proposal from SRF Consulting Group to perform the traffic analysis for Wayzata Boulevard that would inform the layout and design of the parking ramp. This Proposal was requested for the Wayzata Boulevard/Superior intersection improvement project, and would be separate from the Mill Street Ramp project, but the information would be provided to HGA.

Action Steps

1. Approve the Letter of Agreement with HGA for Pre-Design Services for the Mill Street Parking Structure
2. Establish a Steering Committee for the design process and appoint the representatives to serve on the Steering Committee.



Architecture | Engineering | Planning

December 29, 2015

WRITER'S DIRECT DIAL (612) 758-4413

Mr. Jeff Thomson
Director of Planning and Building
City of Wayzata
600 Rice Street East
Wayzata, Minnesota 55391

Re: Pre-Design Services for the Mill City Parking Structure
HGA Commission Number 3874-001-00

Dear Mr. Thomson:

Hammel, Green and Abrahamson, Inc. (HGA) is pleased to submit to the City of Wayzata (Client) this Letter Agreement to provide professional services for the Mill City Parking Structure, located at the intersection of Broadway Avenue and Mill Street in Wayzata, Minnesota. We are providing you this Agreement to assure a clear understanding of this engagement and our mutual responsibilities.

PROJECT DESCRIPTION

Pre-design services to renovate a municipal surface parking lot, currently comprised of approximately 182 parking spaces, into a parking structure for approximately 450 total vehicles (approximately 265 net new spaces) consisting of on two (2) structured parking levels above one (1) parking level on grade, and a multi-purpose pedestrian mall between the south elevation of the parking structure and the north elevation of existing Lake Street businesses.

SCOPE OF BASIC SERVICES

Based upon our understanding of the Project, HGA will provide the following Pre-Design Services:

1. Attend up to ten (10) meetings/workshops, as follows:
 - a. Three (3) to five (5) workshops with Steering Committee during Jan, Feb, and/or March 2016;
 - b. One (1) City Council draft Pre-Design presentation (March 15, 2016);
 - c. One (1) Public Open House (March 16, 2016);
 - d. One (1) meeting with Mill Street business owners to discuss business access, service access, and consolidated trash/recycling services;
 - e. One (1) meeting with Housing Redevelopment Authority; and
 - f. One (1) Final Presentation to City Council (April 5, 2016)
2. Refine the Project program.
3. Evaluate several outstanding issues regarding minimizing the scale, mass, and height of the parking structure with the design features.
4. Analyze existing geotechnical reports provided by the Client to assess the design and budget impacts of sub-surface conditions.
 - a. Recommend best-value foundation systems and level 1 grade elevation, based on geotechnical findings.
5. Provide up to three (3) design options exploring the following design solutions:

Hammel, Green and Abrahamson, Inc.
HGA Architects and Engineers, LLC
HGA Architects and Engineers, LLP
HGA Architecture and Engineering, PC
HGA Mid-Atlantic, Inc.

420 5th Street North • Suite 100 • Minneapolis, Minnesota USA 55401-2338
Telephone 612.758.4000 Facsimile 612.758.4199
Visit our Website: hga.com

- a. North/South orientation and/or location of parking structure/optimal recess into hillside.
 - b. Width and proportion of Mill Street pedestrian mall. Explore accommodation of vehicles and overflow parking in pedestrian mall area ("woonerf" concept).
 - c. In transition from surface parking lot to pedestrian mall, provide suggestions for future access to businesses, service access and trash collection.
 - d. Parking structure ingress/egress, location of sloping and flat parking bays, vertical circulation and evaluate options for ancillary programs such as bicycle facility and public restrooms, etc.
 - e. Explore exterior character concepts at varying levels of material refinement and cost. Each option is to be compliant with the Client's design standards.
 - f. Concept design for the multi-purpose pedestrian mall.
 - g. Explore lighting solutions by providing lighting diagram for top level of parking structure showing light fixture location and height, and preliminary photometric study for minimizing light spill to the north.
 - h. Total parking stall count and layout on three (3) levels
 - i. Green roof structure, non-green roof structure and/or landscape screening or alternate sound, sight barriers and security barriers on the north side of the structure, while preserving residential views above.
6. Establish a Project budget based on Client-approved design options based on the Client's budget.
 7. Establish a Project schedule based upon findings during this Pre-Design Phase.
 - a. It is the Clients goal that construction commence in September/October 2016 and a date of substantial completion in spring 2017.
 8. Deliverables:
 - a. Project Narrative including the following:
 - i. Summary narrative of geo-technical findings.
 - ii. Design narrative summarizing the desired character of parking structure exterior and pedestrian mall.
 - iii. Design narrative summarizing building systems including structural, mechanical, electrical, lighting, and parking revenue control.
 - iv. Narrative describing recommended construction delivery method (construction management)
 - b. Drawings/Images:
 - i. Site Plan.
 - ii. Floor Plans.
 - iii. Site and Building Sections.
 - iv. Building Elevations.
 - v. Perspective Views of Parking Structure and Pedestrian Mall – Five(5) total
 - c. Cost Estimate:
 - i. Construction cost estimate.
 - ii. Project cost estimate – a sum of estimated construction costs plus project soft costs including: design/construction contingency, escalation, permits and testing fees, A/E design fees, and equipment.
 - d. Project Schedule
 9. Assumptions:
 - a. The Client shall provide traffic analysis conducted to date for review for HGA's use in its Pre-Design Services.

Please carefully review the Scope of Basic Services listed above to be sure that it is accurate and that there are no items or services omitted.

ADDITIONAL SERVICES

HGA may be requested by the Client to provide Additional Services or the services of Outside Consultants, as necessary, which are in addition to the Basic Services provided for in this Agreement. If HGA is requested

Mr. Jeff Thomson
City of Wayzata
December 29, 2015
Page 3

to provide such Additional Services, the Client shall compensate HGA for these services on an Hourly Rate basis of 2.5 times the Direct Personnel Expense of HGA's personnel providing the services and/or 1.2 times the cost to HGA of any consultants providing the services plus Reimbursable Expenses. These terms are defined below, and such compensation will be over and above any maximums set forth in this Agreement. Additional Services may include, but are not be limited to, the following:

1. Acoustic Design Services, including predictive analysis and recommendations for sound attenuation strategies, and evaluation of proposed building design options with respect to sound.
2. Schematic Design, Design Development, Bidding/Negotiation and/or Construction Administration Services.

COMPENSATION

Compensation to HGA for Basic Services, as provided in this Agreement, will be on a Lump Sum basis in the amount of \$69,700, including Reimbursable Expenses.

DPE is defined as the salary of HGA personnel engaged on the Project plus the cost of their mandatory and customary contributions and benefits.

Reimbursable Expenses are defined as the actual expenditures made by HGA in the interest of the Project for expenses such as out of town travel and/or living expenses, long-distance communications, reproductions and mailing, data processing, and any state or local taxes imposed where the Project is located.

This copy and an additional enclosed copy of this Agreement have been signed by me on behalf of HGA. Terms and Conditions of this Agreement are attached. If this Agreement is satisfactory, please sign and date as indicated below. Once you have signed both copies, please return one to HGA and retain the other for your records. Our receipt of the fully-executed copy will constitute our authorization to proceed.

Thank you for the opportunity to serve you on this Project.

Sincerely,

HAMMEL, GREEN AND ABRAHAMSON, INC. (HGA)



Victor Pechaty, AIA
Vice President

ACCEPTED FOR THE CITY OF WAYZATA, MINNESOTA (Client)

By _____

Title _____

Date _____

ATTACHMENTS: TERMS AND CONDITIONS

cc: Eric Biederman, HGA
 Sarah Erickson, HGA

TERMS AND CONDITIONS

The Client understands and acknowledges that in the evaluation, remodeling or repair of existing structures, certain design and technical decisions are made on assumptions based upon readily available documents and easily observed existing conditions. Unless specifically directed in writing by the Client, HGA shall not perform or have performed any destructive testing or open any concealed portions of the structure in order to ascertain actual conditions.

Where relevant, the Client agrees to provide the following information and/or Services, at its expense, and HGA shall be entitled to rely upon the accuracy and completeness thereof:

1. Any structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials or other test inspection and reports required by code, regulation, law or the Contract Documents.
2. Legal, insurance and accounting services as may be necessary. The proposed language of certificates, assignments or agreements that require HGA's consent or signature shall be submitted for HGA's review at least 14 days prior to the date execution is needed. The time for review and/or negotiation of any such documents that HGA determines not to be a standard industry form shall be an Additional Service.
3. Provide answers to HGA's questions and attend meetings as required to accomplish the Project.
4. Provide the best available documentation and information regarding the existing conditions.

HGA will invoice monthly for Basic Services, and Additional Services and any Reimbursable Expenses. Payment is not conditional upon the happening of any other event and is due upon receipt of the invoice. Any invoiced amount not paid within thirty (30) days of the date of the invoice will include an interest and service charge of one percent (1%) per month. Objections not made to an HGA invoice in writing within thirty (30) days are deemed waived. If proper objection is not made, and you fail to pay HGA within sixty (60) days of receipt of any invoice, HGA may, after giving seven (7) days' written notice, suspend services until the outstanding balances are paid.

The Client and HGA shall not be liable to each other for any consequential damages, including loss of use, loss of profit, or cost of financing.

HGA shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. HGA shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents.

HGA and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form.

HGA shall retain all intellectual property rights to the drawings, specifications or other documents it prepares. The Client may retain copies, including reproducible copies of such documents for information and reference in connection with its use or occupancy of the Project.

This Agreement may be terminated by the Client without cause with ten (10) days' written notice. This Agreement may be terminated by either party upon seven (7) days' written notice should the other fail substantially to perform in accordance with its terms, through no fault of the party that initiates the termination. In the event of termination, HGA shall be compensated for all services performed and expenses incurred to that date.

Nothing contained in this Agreement shall cause any third party to be a beneficiary of this Agreement.

This Agreement is intended to be the entire Agreement between us. Any changes or additions to this Agreement must be in writing and signed by both of us. The pre-printed terms and conditions of any Purchase Order issued for convenience that may be signed by both of us are not an addition or amendment to this Agreement and are of no force and effect.

September 30, 2015

Mr. Mike Kelly
City Engineer/Assistant Director of Public Works
CITY OF WAYZATA
600 East Rice Street
Wayzata, MN 55391

SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES FOR:
WAYZATA BOULEVARD/SUPERIOR BOULEVARD INTERSECTION EVALUATION

Dear Mr. Kelly:

Based on your request, we are pleased to submit this proposal to conduct a traffic operations analysis for three Wayzata Boulevard intersections in the City of Wayzata. The City is currently planning for a new parking structure in the downtown area, west of the Municipal Liquor Store. As part of this process, how traffic will access the parking structure is being evaluated. For instance, if one-way operations are proposed, would one-way eastbound or westbound be preferred when considering traffic operations at nearby intersections. In addition, the City plans to reconstruct the Wayzata Boulevard/Superior Boulevard intersection in the year 2017 when the Bay Center redevelopment project is expected to be near completion. This study will update existing and future traffic volumes at the study intersections and determine how these intersections operate as visitors travel to and from the downtown area. The main objectives of this study are to analyze future traffic forecasts with the proposed parking structure and determine if modifications to the layout developed for the *Wayzata Bay Center Street Improvements* study, dated September 2008, are needed based on updated traffic volumes.

SCOPE OF SERVICES

We propose to carry out the work described as follows:

1. Compare recently collected and historical a.m. and p.m. peak intersection turning movement counts at the following locations:
 - Wayzata Boulevard/Broadway Avenue
 - Wayzata Boulevard/Superior Boulevard
 - Wayzata Boulevard/Central Avenue (CSAH 101)
2. Analyze a.m. and p.m. peak hour operations at the study intersection under existing conditions.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429

An Equal Opportunity Employer

3. Coordinate with City staff to determine future expected and potential development opportunities near the study area within the next 10 years. Estimate the number of trips that will be generated by future development during the a.m. and p.m. peak periods and on a daily basis using the current ITE trip generation rates and locally collected data in the surrounding area. Distribute the trips generated by the future developments to the adjacent roadway network.
4. Develop year 2025 peak hour and daily traffic forecasts based on the future development assumptions identified in Task 3.
5. Analyze a.m. and p.m. peak hour intersection operations at the study intersection under year 2025 conditions.
6. Review the proposed preliminary layout at Wayzata Boulevard/Superior Boulevard intersection and recommend modifications, if needed, to provide acceptable traffic operations.
7. Prepare a draft memorandum documenting the findings and recommendations. Make revisions, as appropriate, based on City review and prepare a final memorandum.
8. Prepare for and attend one (1) meeting with City staff to present findings.
9. Provide day-to-day project management and administration, as well as project coordination with City staff.

SCHEDULE

We will complete this work within a mutually agreed-upon time.

BASIS OF PAYMENT/BUDGET

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost, and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$4,900.00, which includes both time and expenses.

CHANGES IN THE SCOPE OF SERVICES

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

STANDARD TERMS AND CONDITIONS

The attached Standard Terms and Conditions (Attachment A), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

ACCEPTANCE/NOTICE TO PROCEED

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is mcote@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Marie Cote, PE (MN CA)
Vice President

MC/EJG/cw

Attachment A – Standard Terms and Conditions

APPROVED:



(signature)

Name Michael H. Kout Jr.

Title Cost Estimator / Asst. Director of P.W.

Date 12/23/15

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

SRF P15781

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ATTACHMENT A
STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.