

**WAYZATA CITY COUNCIL MEETING AGENDA**  
 Wayzata City Hall Community Room, 600 Rice Street  
 Tuesday, April 19, 2016

**WORKSHOP TOPICS FOR DISCUSSION:**

- 1. Discuss Concept Plan for Mail Center/Gold Mine Redevelopment (5:45 PM or immediately following)**
- 2. Discuss Concept Plans for Redevelopment of Meyer Bros. Property (6:15 PM or immediately following)**

**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.	Heritage Preservation Board Annual Report	HPB							2
b.	Civitas Presentation on Lake Effect Schematic Design	Civitas							11
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								94
a.	Approval of City Council Workshop Meeting Minutes of April 5, 2016 and City Council Regular Meeting Minutes of March 15, 2016 & April 5, 2016								
b.	Approval of Check Register								
c.	Municipal Licenses Which Received Administrative Approval (Informational Only)								
d.	Approval of Municipal Licenses								
e.	Police Activity Report								
f.	Building Activity Report								
g.	Mediacom Quarterly Report								
h.	Consider Second Reading of Ordinance No. 758 - Parking Ordinance								
6	New Business								
a.	Consider Approval of Contract with HGA for Mill Street Parking Ramp Design	Reeder							168
b.	Consider Approval of Emerald Ash Borer Management Project to Remove 32 Poorly Rated Ash Trees on City Right-of-Ways	Dudinsky							192
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 - May 3 & 17, 2016
- Planning Commission - May 2 & 16, 2016

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

**WAYZATA HERITAGE PRESERVATION BOARD  
2015 ANNUAL REPORT  
&  
GOALS FOR 2016**

**Board Members**

Kim Anderson, Chair  
Elissa Madson, Vice Chair  
Liz Blaufuss, Secretary/Treasurer  
Bruce Biser  
Sue Sorrentino

**Liaison to Wayzata Historical Society**

Sue Sorrentino

**Staff**

Bryan Gadow, City Planner  
Jeff Thomson, Director of Planning and Building

**Background**

The Wayzata Heritage Preservation Board was created in 1998, when the City passed the historic preservation ordinance. The passage of this ordinance was preceded by a rather successful grassroots preservation movement, which emerged in the 1990's, in response to downtown development and loss of older, historic homes.

Roles and responsibilities of the Heritage Preservation Board include:

- ❖ Ongoing survey of all areas, places, buildings, structures and districts which the board has reason to believe are significant to the cultural, natural, social, economic, political, visual or architectural history of the City
- ❖ Continually survey all areas to determine needed and desirable improvements of older buildings, acting in an advisory capacity to owners of historically significant sites, regarding preservation, restoration or rehabilitation
- ❖ Continuing education of residents and community
- ❖ Keep current a public register of designated and proposed Heritage Preservation Sites and areas, along with plans and programs that pertain to them
- ❖ Authority to accept monetary gifts made to the city for purpose of preservation
- ❖ May accept services of technical experts
- ❖ Collect/review city planning a development records, documents, studies, models, maps, plans and drawings to be entered into the archives, as permanent record of city history and development

## **2015 HPB ACTIVITIES**

### **Farewell to longtime board members and pioneers of the HPB**

The HPB honored board retirees Judy Starkey and Irene Stemmer with a celebratory gathering at 6Smith in February 2015. Both Judy and Irene were long time volunteers in Wayzata an HPB members/chairs. Their knowledge, experience and passion for preservation are all traits that remaining and future HPB members strive to replicate in the course of work board work. The HPB thanks Judy and Irene for their years of passion and service.

### **City support**

The HPB also said 'goodbye' to Bryan Gadow (as our liaison to the City) and welcomed Jeff Thomson, as the new Director of Planning & Building.

### **Preservation of the Wise House**

HPB member Sue Sorrentino, along with a small group of community activists collaborated quickly and passionately to find an alternative home for the Wise House (previously located at 313 Central Ave. S.) and which is historically significant for its builder/owner and it's connection to the Lake Minnetonka area.

Through hard work, communication through newspaper articles and word-of-mouth and the preservation-willingness of the prior owner and the future developer KC Chermak, as well as the support of the new owner Tim Foster, of The Partner's Group, the Wise House was loaded onto a flat bed truck and traveled several blocks in the middle of the night, down Lake Street, to its new home behind the Post Office pocket park. The new owners own a building at the front of the property and will utilize the building privately, although have expressed a willingness to open it to the public for future programming.

The HPB is grateful for the work and support, especially the financial consideration paid, to make this preservation success story possible!

### **Kids at the Log Cabin ("Trapper's Cabin")**

In light of all the work and eventual success we saw in moving the Trapper's Cabin to Shaver Park and ultimately preserving this historic building, the HPB wanted to continue to drive traffic and awareness within the community about the cabin. In 2015 we hosted our first event at the cabin: "Kids at the Cabin" was a gathering for young children to come check out the cabin, learn about its history, see inside it and enjoy a craft and snack. Rain hindered our first scheduled event, so a rescheduled was planned for Sunday, June 11, 2015 and coincided with the launch of the Lake Minnetonka Trolley. Approximately 20-30 people attended the event.

The HPB hopes to continue to utilize the cabin for programming. Tentative plans for 2016 include a partnership with the Parks & Trails Board and the Wayzata Library (Hennepin County) to host story time events.

### **Renovation Celebration**

After more than a year of planning, we held our first ever “Renovation Celebration”. We were grateful to have a great panel to share their experiences and knowledge about the choice to renovate (and preserve). Panelists included Jon and Mary Monson, owners of the Landschute Group; Jon is both an architect and a builder, who has chosen to preserve and renovate a number of homes and buildings in the Lake Minnetonka area. We also featured 3 Wayzata homeowners, all whom renovated their homes: Lynn Gruber, Bridget Anderson and Kathleen Nash. Jon and Mary Monson also presented on 980 Shady Lane, the Wayzata home of Jay and Heather Strommen, which had just culminated in a 2+ year renovation and restoration.

The event was small and intimate, held in the Community Room on a Thursday fall evening and attended by about 25 people. Many attendees stayed after the end of the presentation and slide show, to converse and ask questions of the panelists.

### **National Heritage Preservation (May 2015)**

***Centennial House Awards*** were presented to the following 4 properties: 138 Broadway Ave. N., 139 Grove Lane, 553 Harrington Road and 717 Wayzata Boulevard.

***Mayor’s Best Preserved House Award*** awarded to Lynn Gruber of 1417 LaSalle Street.

Both the Centennial Homes and the Mayor’s Award Home were on display in the City Hall lobby through the month of May.

### **J.J. Hill Days Booth**

The HPB’s 2015 JJ Hill Days booth focused primarily on the moving and ultimate preservation of the Thomas Wise house. We enlarged photographs of the move, as well as group photo of those key players in the preservation of this home, including, but not limited to Tim Foster, Sue Sorrentino, Merrily Babcock, KC Chermak and Irene Stemmer. We handed out printed bookmarks of a history of the home + a map showing its former and new locations. No parade entry this year.

### **“Wayzata Heritage Landmark” Plaques**

The HPB continues to identify buildings and sites of the utmost historical significance and which merit the placement of a “Wayzata Heritage Landmark” plaque. Work had started in 2014 on the language of plaque identifying and commemorating the Indian Mound Burial Site, located at what is now City Hall and adjacent library park area. The HPB worked diligently to secure review and approval from both Native American interested groups and the Native American tribes, themselves. Sue Sorrentino secured approval from Grace Goldtooth (spokesperson for the Lower Sioux Community) and final wording was approved by City Council in late 2015. Plaque was ordered and paid for in 2015 and a dedication ceremony is currently planned for spring 2016.

Additional historic sites continue to be reviewed for future plaque placement, including: Harrington Gates, Greenlawn Cemetery, the Gold Mine house, and the carriage house at Locust Hill.

### **Website development**

With the City's implementation of a new website and platform, the HPB gained further website real estate and functionality in 2015. The board has worked with Kristin Classey throughout the year to maintain an updated presence, posting information about our Centennial Homes and "Best Preserved Home" awards. We also began work late in 2015 towards one of the primary goals of the board, as outlined in the Heritage Preservation Ordinance to "maintain a public list of historical landmark sites". We will continue this work in 2016, with the goal of achieving an updated list of both "Heritage Preservation Sites", as well as "Heritage Landmark Sites" (as denoted by their bronze plaque, and finally "Historically Significant Sites".

Definitions of each are as follows:

*Heritage Preservation Site:* A historically recognized and designated site or building by the City of Wayzata, documentation of which includes one of the following: 1) National Register of Historical Places: A site application approved by the National Park Service under the National Preservation Act of 1966, 2) A Preservation Easement: Fully executed in a form acceptable to the Board and recordable in the Hennepin County land records or 3) A Historical Planning Report: Prepared by a historic preservation consultant whose professional qualifications are satisfactory to the Board.

*Heritage Landmark Site:* A historically recognized site or building by the HPB and denoted as such through the placement of a bronze plaque.

*Historically Significant Site:* A long-time running and maintained list of buildings and sites, as agreed upon by the HPB, to be the most historically significant in the city of Wayzata. Many are also recognized as either Heritage Preservation Sites and/or Heritage Landmark Sites.

### **Tear Downs**

The HPB continues documenting, through pictures, houses and buildings that are torn down. The agreement with the City to not issue a permit for taking down a house until the HPB has acknowledged being able to photograph has, unfortunately, not worked as smoothly as in years past.

Specifically, the HPB has encountered difficulty with the process of ensuring photographs are taken prior to the demolition crews beginning work. We continue to work closely with the City to modify the process in order to minimize wait time for the developers, but are discouraged by the lack of notice that we are receiving prior to demolition.

13 houses and/or buildings were razed in 2015. Many of these properties were 50+ years old; one in particular – 236 Minnetonka Ave. S. – received the Centennial Home Award in 2014. The

property, previously occupied by a local, small business, was demolished to make way for a mixed-use, multi-story development.

### **Media Coverage**

The HPB began a close partnership with two media outlets in 2015, having been invited to regularly contribute articles and pictures for the Sun Sailor and a new monthly magazine publication, Wayzata Life.

Two published articles, on behalf of the HPB: One in Wayzata Life about the Log Cabin, by Kim Anderson. A second in the Sun Sailor about the Depot and the railroad's impact on the city of Wayzata, also written by Kim Anderson.

Jason Jenkins, of the Sun Sailor, continues to be a close contact of the HPB and frequently will cover events and happenings important to the HPB. He covered the Retirement Celebration of Irene and Judy, for example.

In general, preservation-related articles were abundant in 2015. Although not specific to the Wayzata HPB and our activities, many articles focused on the dramatic increase in demolition of old and historic homes all around Lake Minnetonka and the grand scale and size of the homes going up to replace them. Wayzata is not the only community to struggle with this phenomenon and experience hardship striking the right balance between progress and preservation.

### **Interaction with other Organizations 2014**

HPB member Sue Sorrentino continues to serve on the Lake Effect Advisory Board; she also serves as our liaison to the Wayzata Historical Society.

We continue to provide brochures for the taking around town on: Historic Neighborhoods, Centennial Homes and the Wayzata Walking Tour.

### **Retirements**

Sue Sorrentino retired from the HPB after her term ended up 2015. Sue served for many years on the Heritage Preservation Board, as well as the Wayzata Historical Society and during her tenure, served as a liaison between both organizations. We thank Sue for her many years of service and her unmatched passion for preservation.

## **10 most historically significant buildings/sites**

*We continue to closely monitor activity about and around 10 specific sites, deemed by the HPB to be the most historically significant buildings and sites in Wayzata.*

### **1. Wayzata Post Office**

Built in 1941 by the WPA. First stand alone post office building in Wayzata. Designed by Louis A. Simon (Government depression Architect group); a Class D Post Office building. Mural inside is by depression-era Artist Ruth Grotenrath, funded by U.S. Treasury Dept. Division of Art and Sculpture (Art of the People). In 2009, the Postal Service announced the possible sale of the building. HPB held placards and collected signatures protesting the closing. Letters to Sens. Amy Klobuchar, and Al Franken and Rep. Erik Paulson were sent. Sen. Franken informed Mayor and HPB the building was removed from the “for sale” list for the time being. Action was confirmed by U.S. Postal Service Asset Management Team. In 2014, the HPB placed a Wayzata Historic Landmark bronze plaque on the building with a brief history, after several years of work and numerous requests for placement.

### **2. Section Foreman’s House**

Significant because of its connection to the Depot and the history of railroad in Wayzata. Building is owned by the City. Presently empty. Believed to be one of only two in the state. The Wayzata Historical Society (WHS) has recently worked to raise funds for a restoration review and application for placement on the National Registry. The first evaluation by historian Charlene Roise states it is eligible for National Registry. In 2014, fundraising continued by the WHS and an architectural review and statement was begun. The Section Foreman’s House has been considered as a focal point for possible Lakefront development.

### **3. First Wayzata Congregational Church 1916 (Unitarian Congregation today)**

Site of first church in Wayzata in 1881. Church rebuilt in 1911 was designed by Harry Wild Jones. The building burned in 1916 and rebuilt by same plans, with addition of stained glass windows, gifted from Plymouth Congregation in Minneapolis. In 2012, the Unitarian Church agreed to allow the HPB to place a Wayzata Historic Landmark bronze plaque with brief history on the building. The plaque was placed in a stone holder in the Walker Avenue garden in 2013.

### **4. Wayzata State Bank (1908)**

First bank in Wayzata and first classic bank building on Lake Minnetonka. A.C. Dart built the building for \$2,550.00. Bank was significant in Wayzata history for providing loans for commercial and residential buildings. Several attempts have been made in the past to interest Lowell Zitzloff, owner, to place this Bank building on the National Registry. In 2013, the HPB worked with Mr. Zitzloff to place a Wayzata Historic Landmark bronze plaque on the front of the building.

### **5. Gold Mine House (1880)**

Significant to Wayzata's history as one of the oldest standing houses, as well as representative of the houses that lined Lake Street in the late 1800s and early 1900s. Because this house is being rented commercially, the renovation and restoration it needs would be eligible for State and Federal tax credits on the costs. As long as the Gold Mine business continues to rent the house, it is probably not endangered but it bears close watching and continuing to keep the owner aware of finance options, as well as its history, in hope of keeping the house.

**6. Wayzata 3 oldest Neighborhoods: Bluff, North of Wayzata Blvd and Old Holdridge**

The organization of the Bluff and N. Wayzata Blvd neighborhoods were the first in Wayzata and date back to its beginning in 1854. Many houses in all of these neighborhoods are over 100 years old. All 3 neighborhoods were recommended by Robert Vogel in his inventory as possible historic districts. These 3 neighborhoods contribute much to the "small town character of Wayzata" because of the smaller houses on green lawns and architectural small town style reaching back a century. In 2004, the HPB and Planning Commission prepared a zoning overlay that would restrict the size of replacement houses to be more fitting to the neighborhood. Part of the plan was accepted by the Council that lowered the height of homes two feet. The HPB is particularly interested in playing a larger role in redevelopment discussions, in order to continue to educate about the historical aspects of these neighborhoods, the value the old homes bring to our community, and help ensure that the small town style and rhythmic elements of these neighborhoods are preserved.

**7. Two Oldest Cemeteries: Behind church on Walker/Wayzata Blvd and Greenlawn Cemetery on Minnetonka/Park Aves.**

This revitalization project has been in cooperation of the WHS who raised funds to straighten, and clean the headstones with Grave Groomers. In 2013, the HPB worked with the City to place a wrought iron fence on Walker Avenue and Wayzata Blvd. around the oldest cemetery. The HPB has started recording names from old death certificates but there is more to be done. There are still headstones that need work and graves to be identified.

A Wayzata Historic Landmark bronze plaque with a brief history was ordered by the HPB and placed on the Iron fence on the corner of Wayzata Blvd and Walker in 2013. Greenlawn Cemetery is high on the list of sites for future placement of Wayzata Historic Landmark bronze plaques.

**8. Harrington Gates (1915)**

The gates are a significant site as they commemorate the pioneer settlers John and William Harrington who owned and farmed the land that became the Ferndale neighborhood. The Gates mark the entrance to the internal road system of the Ferndale peninsula leading to Lookout Point.

The HPB has identified Harrington Gates as an ideal location for bronze plaque placement. Further down the road, a history of Ferndale/Harrington could (should?) be researched/ written.

**9. Rand Beach Park, Klapprich Field, and Shaver Park, including the Log Cabin**

Both Rand Beach Park and Shaver Park were planned by the City Council and the Park Board beginning in 1926. The history has been researched and written by Irene Stemmer and Merrily Borg Babcock for the Parks & Trails Board. The Shaver Park property was purchased from Lewis Ireland (\$6500) plus a large lot from Jim Davies (\$750.) Rufus Rand, Wayzata Mayor (1928-1930) and president of Minnetonka Boat Works at the time donated land to the city for the beach area and built the first bathhouse.

Named for Ed Klapprich who with assistance of friends and wheelbarrows turned a cattail marsh into a baseball field and skating/hockey ice rink. It was designated a park by the City in 1982. A detailed history was in the work at one time, by Irene Stemmer and may still be in progress.

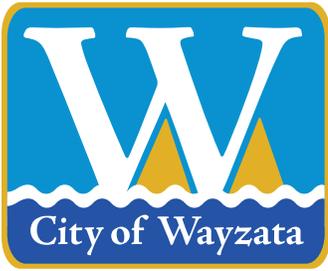
The HPB believes these parks should be on the list of historic sites and perhaps honored with plaques. Should be coordinated with the Parks & Trails Board.

**10. Locust Hills Stable (circa 1945) and Highcroft Carriage House (1895)**

The only buildings remaining of the Locust Hills Country Estate (1939-2005) and the Highcroft Farm. While neither would likely qualify for the National Registry, could be eligible to be on Local Registry or a Wayzata Historic Landmark plaque if accepted by present Homeowner's Association.

## 2016 Goals

- ❖ Maintain and enhance website presence, including updated list of Historical Preservation Sites, Historical Landmarks and Historically Significant Sites.
- ❖ Greater community education about historic sites/buildings
- ❖ Heritage Preservation Month Activities, including:
  - Plaque dedication for Indian Mound site
  - Centennial House Awards, including community Centennial celebration for the Unitarian Church
  - Mayor's Award for Best Preserved House
  - Display in City Hall lobby
- ❖ James J. Hill Days Booth
- ❖ Historical Landmark Bronze Plaques
- ❖ Educational events, as well as collaborations with Wayzata boards/commissions, as well as local area HPBs
- ❖ Partnership, education and membership with affiliated organizations (ie. local HPBs, Preservation Alliance MN)



**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: April 14, 2016  
To: Mayor Willcox and City Councilmembers  
From: Jeff Thomson, Director of Planning and Building  
Subject: Lake Effect Schematic Design

At the March 15, 2016 City Council meeting, the Council outlined the review process for the schematic design of the Lake Effect Signature Project. The Council's direction was to include a public forum at a regular City Council meeting to allow the public to provide feedback on the schematic design before the Council considers any action on accepting the design.

The City's design consultant, Civitas, has submitted the final report of the schematic design which culminates the design and community engagement process over the past seven months. The community engagement process for the schematic design included three community meetings, five meetings of the steering and technical committees, numerous individual meetings with residents, businesses, and community groups, as well as on-going communication and feedback opportunities provided on the Lake Effect website and social media outlets.

Mark Johnson from Civitas will be present at the City Council meeting to present the schematic design to the City.



# SCHEMATIC DESIGN BOOK

LAKE EFFECT SIGNATURE PARK





April 8, 2016

Mayor Ken Willcox  
Members of City Council  
Citizens of Wayzata  
Wayzata, MN

**CIVITAS**

Planners  
Urban Designers  
Landscape Architects

Dear Mayor Willcox, Members of Council and the Community,

It has been my great pleasure to work with you in preparation of the Lake Effect Signature Park. This project is the result of several years of community dialogue, planning and decisions. The final design is a direct result of the dialogue and critique from the community.

The Lake Effect will provide enhanced safety at the railroad crossings and a vastly improved lakefront that will be more ecologically healthy, more beautiful and more accessible for residents. For the first time in 100 years, people will be able to walk the length of the downtown lakefront. The lakeshore will be restored to its natural condition. The City beach will be enlarged, with new pavilions, public restrooms and concessions available. The quality of rainwater that flows into the lake will be improved. And lastly, people will be able to stroll, sit, fish, or put their toes in the water wherever they please.

The project includes important improvements along Lake Street as well. These improvements are intended to enhance the experience and safety for people walking and cycling without reduction of access for people in cars passing through or parking. The City parking lot will become a more handsome space, available for parking but more supportive of pedestrian comfort, safety and occasional events.

It is clear that the focus of the Lake Effect is on making a more beautiful area for residents to use every day. The project strikes a good balance between supporting downtown businesses while improving community recreation, relaxation and pride. Work lies ahead as you sort through your priorities, seek funding, and prepare to implement phases of the project. We hope to continue supporting you as these efforts unfold.

Many thanks and the best of luck,



Mark W Johnson, FASLA

1200 Bannock Street  
Denver, CO 80204  
T: 303.571.0053  
[www.civitasinc.com](http://www.civitasinc.com)

A scenic view of a lake with a marina, a building, and a railway track in the foreground. The railway track is made of wooden ties and gravel, leading towards the water. The marina has several boats docked. In the background, there are trees and a building with a blue roof. The sky is blue with some clouds. The word "CONTENTS" is written in large white letters across the middle of the image.

# CONTENTS

OVERVIEW  
BACKGROUND  
UNDERSTANDING  
WHAT WE HEARD

1

CONSTRAINTS  
DESIGN ALTERNATES  
USER EXPERIENCES  
WHAT WE HEARD

2

PROPOSED DESIGN  
IMPLEMENTATION  
PHASING  
COSTS

3

OPERATIONS AND  
MAINTENANCE

4

# 1



# OVERVIEW

The Wayzata Lake Effect Signature Park plan was developed over a six month period beginning in late 2015. Building upon the previously completed Framework Plan, this plan looks to expand upon the community values and goals outlined in the Framework Plan, while establishing a unified vision for the parks and open-spaces along the shoreline of Lake Minnetonka.

Similar to the Framework Plan, this planning process relied on multiple community touch points in the form of interactive community meetings. The project kicked off at the first community meeting in early December, where design team members shared their overall understanding of the project site and invited residents to one-on-one discussions about their thoughts and feelings about the spaces and their potential program. In early January a second community meeting was held where programmatic design alternatives were shared, and the community was asked to provide their input on the level of boldness that the proposed design should include. The final community meeting was held in mid-February where the refined vision plan was presented with a series of perspective renderings depicting what the different spaces could look and feel like. As a result of the iterative community process the design evolved greatly while attempting to address the questions and concerns raised by residents.

In addition to the Community Meetings, residents have been invited to participate throughout the Signature Park design phase in the following ways:

- Steering Committee – Comprised of civic and institutional leaders and elected officials with a vested interest in the Lake Effect, who provide insight and guidance related to the project and process, and identify possible public resources and partnerships.
- Technical Advisory Committee – Members are staff of regional agencies with expertise in technical aspects of the site, including environmental regulations and systems design.
- Online – Get regular updates, view recorded community meetings, provide comments, sign up for the e-newsletter and join social media.

This illustrative book captures the key thinking and design elements of the process, outlines the questions and concerns raised by the community, and outlines areas that will be addressed during the future phases of design.



**WAYZATA LAKE EFFECT**

**ACTIVITY CENTERS**

Early in the Lake Effect initiative, the community identified nine distinct areas where improvements could be made to enhance the city's image and relationship to Lake Minnetonka. These nine activity centers already provide opportunities for residents and visitors alike to work, shop, and play along the lake, but also have untapped potential to help the city embody more fully the community's values as defined in Phase One.



# BACKGROUND : FRAMEWORK PLAN

Over the past 30 years, the City of Wayzata and its partner institutions have completed a variety of studies and frameworks that have attempted to capitalize on one of the regions greatest assets Lake Minnetonka and its associated waterfront. They have explored ways to improve connectivity, to minimize the effect and accommodate rail, how to carefully reinvest and redevelop adjacent areas, and how best to accommodate the many divergent user groups and visitors who can overwhelm the waterfront during peak seasons. These studies have created a series of comprehensive framework strategies that rely on sound urban design principles and will enhance the experience of the waterfront. During the Framework Plan process a series of Community Values (outlined below) were developed that represent the core values of the community and provide guidance to how the revitalized lake front should take shape. The current design phase of the Lake Effect must build upon these values to create a single unified vision for an update lakefront.

## BE WAYZATA

Wayzata is a family friendly community that welcomes visitors as the Gateway to Lake Minnetonka. Continue the unique sense of place, capitalize on year-round appeal and promote it's economic vitality.

## EMBRACE THE LAKE

Enhance the quality of life and lake living culture. Lake Minnetonka provides physical, recreational, scenic and spiritual assets to the community and visitors alike.

## ECONOMIC GROWTH

Continue economic growth with small focused projects and programs that create direction, success, and synergy by restoring, building and programming the areas around the lake.

## ENGAGE COMMUNITY

Continue community engagement to ensure Wayzatans are actively participating in shaping the long term success of the project.

## ACCESS FOR ALL

Continue serving the local community as part of a regional network of shopping, entertainment and recreational opportunities.

## LIVELY AND VIBRANT

Provide a variety of affordable and diverse attractions and experiences for all ages and seasons.

## RE-IMAGINE THE RAILROAD

Realize opportunities and address issues surrounding historic lakeside railroad and community views.

## PROVIDE STEWARDSHIP

The health and history of the watershed are integral to Wayzata's economy, sense of place, and community well-being. Protect the natural beauty and cultural heritage of the existing resort experience.

# DESIGN TEAM AND COMMITTEES

## LAKE EFFECT DESIGN TEAM

Civitas Inc - Prime Consultant/Landscape Architecture

HR&A Advisors - Economic Consultant

Snow Kreilich - Architecture

Solutions Blus Inc. - Civil Engineering and Storm Water

Applied Ecological Systems - Ecology

## PROJECT PRODUCTION

Mary DeLaittre - Groundwork: The Foundation for City Building

## LAKE EFFECT STAKEHOLDER COMMITTEES

### DESIGNER SELECTION COMMITTEE

Dan Baasen Board Chair, Lake Minnetonka Conservation District and Senior Vice President at Northland Securities

Janis Callison Chair, Hennepin County Board of Commissioners

Bruce Chamberlain - Principal, LOAM Inc. and Fellow, Minneapolis Parks Foundation

Sherry Davis White - President, Board of Managers, Minnehaha Creek Watershed District and Community Leader

Holly Evans – Board Member, Wayzata Park and Trails Board and Owner/Co-Founder, Wai Nani Surf & Paddle

Tom Fisher - Director, Metropolitan Design Center and Dayton Hudson Chair in Urban Design, College of Design, University of Minnesota

Lynn Gruber - Planning Commissioner, Wayzata Planning Commission and Founder / President, Summit Solutions Unlimited

Kjersti Monson - Director, Long Range Planning, Community Planning & Economic Development, City of Minneapolis

Andrew Mullin – Council Member, City of Wayzata and Director of New Business Development at Lifetouch

Sue Sorrentino – Board Member, Wayzata Heritage Preservation Board, Board Member, Wayzata Historical Society and Community Leader

Jonathan Vlaming - Associate Superintendent, Planning, Design & Technology, Three Rivers Park District

Kenneth A. Willcox – Mayor, City of Wayzata and Vice President, Co-owner/founder Tartan Transportation Systems, Inc. & Delta-Waseca, Inc.,

### TECHNICAL COMMITTEE

Renaë Clark – Minnehaha Creek Watershed District

Andrew Gillett – Hennepin County

Greg Nybeck – Lake Minnetonka Conservation District

Jonathan Vlaming – Three Rivers Park District

Kate Drewry – DNR

Freya Thammen – Met Council

#### STEERING COMMITTEE

Dan Baasen Board Chair, Lake Minnetonka Conservation District and Senior VP Northland Securities

Janis Callison Chair, Hennepin County Board of Commissioners

Sherry Davis White President, Board of Managers, Minnehaha Creek Watershed District

Holly Evans Board Member, Wayzata Park and Trails Board and Owner, Wai Nani

Tom Fisher Director, Metropolitan Design Center College of Design, University of Minnesota

Lynn Gruber Planning Commissioner, Wayzata Planning Commission and President, Summit Solutions

Susan Johnson Retired Psychotherapist, Community Volunteer

Jennifer Munt Council Member, Metropolitan Council

John Nolan Principal, Nolan Properties Group

David Osmek State Senator

Keith Parker Regional Director, DNR

Sue Sorrentino Board Member, Wayzata Heritage Preservation Board and Wayzata Historical Society

Boe Carlson Superintendent, Three Rivers Park District

Kenneth A. Willcox Mayor, City of Wayzata

Rufus Winton Director, Sawmill Private Management

#### CITY OF WAYZATA STAFF FOR COMMITTEES

Jeff Thomson – Director of Building and Planning

Mike Kelly – City Engineer/Assistant Director of Public Works

Dave Dudinsky – Director of Public Service

#### LAKE EFFECT CONSERVANCY

Rick Born

Mick Johnson

Dan Koch

Sharon Lim

Andrew Mullin

Tyler Purdy

Sarah Schowalter

# CIRCULATION

Since the addition of the BNSF rail line, a downtown lake experience has been severely limited and lake access highly restricted. One of the primary goals of this plan is to create a safe and welcoming arrival experience and an open and accessible lake walk along the north shore of Lake Minnetonka.



# LAKE EDGE

As a result of the rail's close proximity to the water and the lake's currents, the edge has become highly degraded over time with minimal ecological value. Additionally, multiple storm drain outfalls release into Wayzata bay, providing an opportunity for improving the environmental sustainability in downtown Wayzata.



# USABLE SPACE

In addition to improved connectivity along the lake front, this plan must enhance the existing open spaces and increase the diversity of user experiences through the creation of additional open spaces along the lakefront.



# PROGRAMMING

The Lake Effect project must create a variety of uses to enable residents of all ages to derive meaning and attachment to the lake front as a core community gathering space.



The job of the design team is to do something good but not lose what makes Wayzata Wayzata

East pond by. Station master house  
Clean-up  
Snacks - fishing  
- duck resident -

Logistics of getting people here and around (restaurants, parking, getting from different places)

Keep docks  
Skate in dagoon  
"downtown incident"

Speak to Wayzata Resident  
Not a regional Attraction

Very hard to park to go to the beach

transit bus? trolley? (From parking)

fishing docks (goal for all ages)

fast end Presbyterian Home - Too Big! Bay Center.

Clean more Stormwater before Lake Discharge

Like wayzata's ponds capturing runoff.

"Progressive" "high Design" "European" water feature

Wayzata Brewery!

People in Wayzata are good people! They all want to pitch in and help & they do.

Wayzata has to be preserved, but it can't be buried in past - ~~but~~ it has to move ahead -

Water conservation change is good - more docks!

Bird poop on docks; hosed into water by city. What can be done?

The RR made the town but it cuts town off from lake. Need more activity at lake!

KEEPING THE AVERAGE CITIZENS OF WAYZATA LIVING + WORKING HERE IS MORE IMPORTANT THAN ATTRACTING MORE TOURISTS/VISITORS

HOW CAN WE MAKE THIS THE MOST HEALTHY SHORELINE ON THE LAKE?

BATH HOUSE! Cold water - vent roof

traditional, into the nature experience. do diff. things, push boundaries

nothing trite, lacking artistic energy new media, glass, light sculptures, water, incredible, not shy (innovation)

not too loud good clean fun good for all ages

St. Paul city takes water activities @ diff. seasons are of diff. cultures

I like natural shorelines. Fewer geese & less grass from mowing getting into ponds & lakes.

WAYZATA RENTS ARE ALREADY TOO HIGH FOR MANY PEOPLE TO AFFORD

High RENTS. SLEEV AND - WINDY DECK

ba it Shoppe by revenue source?

not too prefab, want elements that feel distinct materials, soul of the earthy water

# WHAT WE HEARD

During the initial community meeting, residents were invited to provide feedback in the form of one-on-one interactions with design team members, and by attaching comments to specific precedent images and programming ideas. As a result of those dialogs, the design team developed the following core values and design principles that were used to review and test all design ideas against throughout the completion of the schematic design phase of this project.

## core values

MAKE IT ABOUT THE LAKE EXPERIENCE

MAKE IT ENVIRONMENTALLY SENSITIVE

MAKE IT FOR LOCAL RESIDENTS

MAKE IT SAFE & ACCESSIBLE

MAKE IT BETTER WITHOUT CHANGING THE CHARACTER OF WAYZATA

## design principles

BE WAYZATA

CREATE MEANING BY ACTIVATING THE LAKE

EMBRACE THE LAKE, BUT LOOK TO THE FUTURE

ENHANCE THE ECOLOGY OF THE LAKE

CELEBRATE THE SEASONALITY

MAKE IT ACCESSIBLE

INTEGRATE CULTURE AND ART

MEASURED ECONOMIC REINVESTMENT

# 2

# DESIGN ALTERNATIVES

Following the initial community meeting, the design team tested a variety of design concepts and ideas that resulted in the creation of three design alternatives. Intended to depict a full range of possible transformations, from minor enhancements to bold infrastructure and park changes, these design alternatives were used to test the communities desired level of boldness for the final design.

# ALT a

This design alternative explores creating a continuous lake walk between Broadway and the Depot, enhancing rail crossings at Broadway and Barry Avenue, creating a new eco park adjacent to the Section Foreman House, providing enhancements to the existing park spaces at the beach and depot, and establishing a new railroad crossing at Walker Avenue.

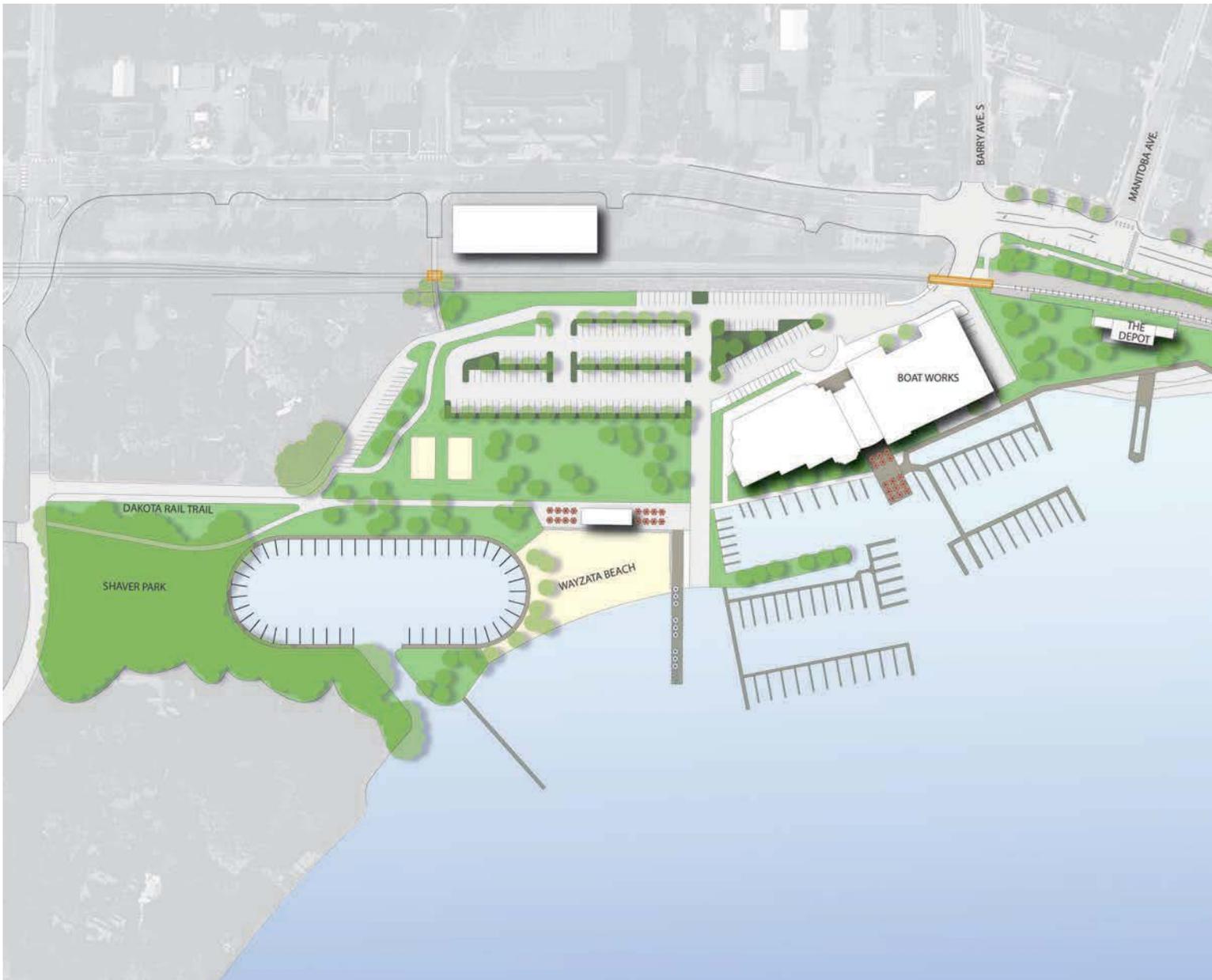


This alternative is the least impactful to existing park spaces, avoids major approval issues with the regulatory agencies, and creates a unified lakefront.



# ALT b

Similar to alternative a, this alternative creates a continuous lake walk, enhances railway crossings, and adds an eco park adjacent to the Section Foreman House. The proposed design also includes an expanded Depot Park with lake edge terraces providing direct access to the lake. Additionally this alternative proposes reconfiguring the existing marina to create a more contiguous Shaver Park with direct connections to the enhanced beach area and expanded parking.

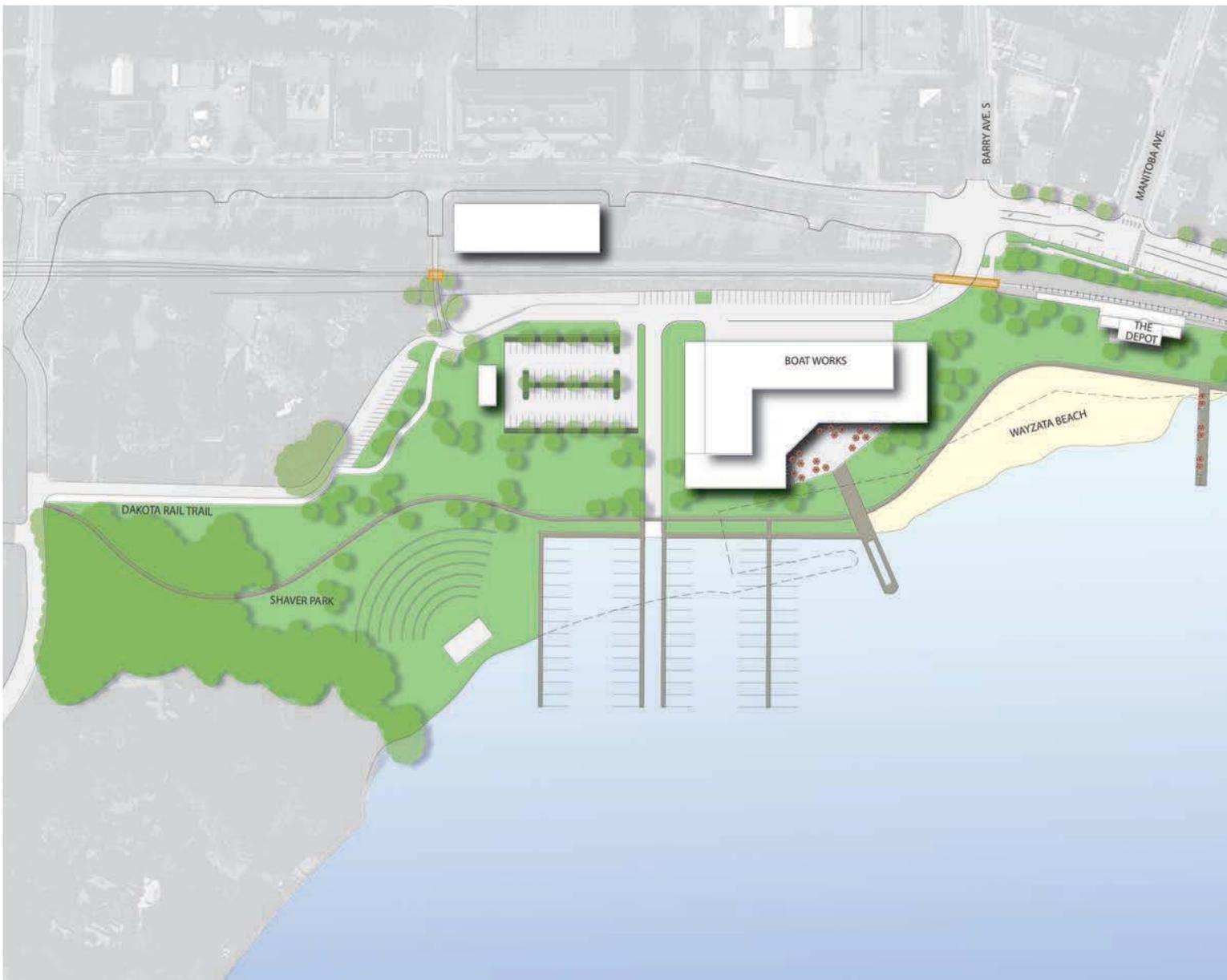


Because the proposed changes to the existing marina and the lake edge changes at the Depot Park, it is anticipated that additional permit processing will be required, potentially lengthening the approval process.



# ALT c

The most bold of the three alternatives, this alternative explores an expansive transformation to the western half of the project area. By moving the existing marina elsewhere on Lake Minnetonka, this alternative explores a dramatically enhanced Shaver Park with a lakefront amphitheater, a reconfigured private dock area, and shifts the beach area just to the south of an expanded and enhanced Depot Park.



This alternative proposes the greatest change to existing infrastructure, and will require extensive permitting and negotiations with the regulatory agencies. It will create the most active lake front, provide residents with the most diverse set of experiences, and develop the most “public” lake edge.



# A DAY IN LIFE

During the second community meeting residents were encouraged to participate in selecting the types of activities they would like to see and experience on the lake front. The images and activities below represent a possible day in the life of a variety of Wayzata residents.



child



URBAN BEACH



KINETIC ELEMENTS



teenagers



WATER ACCESS



DIVING PLATFORM



adult couple



PROTECTED SWIMMING



BOAT RENTALS



family



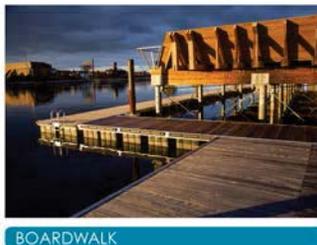
ICE FISHING



COMMUNITY CENTER



seniors



BOARDWALK



BOATING



BIRD WATCHING/NATURE VIEWING



FISHING



COMMUNITY SPACE



MOVIES IN THE PARK



FOOD TRUCK FIESTA



PADDLEBOARD



URBAN BEACH



FIRE PITS



COMMUNITY MARKETS



GROUP EXERCISE



DOG WALKING



PASSIVE SEATING



SKATING



FOOD TRUCK FIESTA



COMMUNITY MARKETS



FIRE PITS



FISHING



COMMUNITY SPACE



YOGA IN THE PARK



SEATED WATERFRONT

# WHAT WE HEARD

Following a formal presentation and a brief question/answer session, residents were encouraged to engage design team members in one-on-one discussions, and to participate in providing input on the types of activities they would like to see and experience on the lake front. The following summarizes the comments and discussions that occurred during the interactive session.

## consensus from meeting

SUPPORT FOR THE LAKE WALK AND LAKE EDGE RESTORATION.

SUPPORT FOR ENHANCED LAKE STREET AND MUNICIPAL PARKING LOT

DESIRE TO CONNECT DAKOTA RAIL TRAIL ALONG LAKE STREET

SUPPORT FOR ENHANCED BEACH AND PARK SPACE

MIXED REACTIONS TO ALTERED MARINA AND PARK SPACE

STRONG PREFERENCE FOR COMMUNITY ACTIVITIES

SUPPORT FOR SAFER RAIL CROSSINGS

# COMMUNITY CHARACTER

It is important that the Lake Effect Signature Park enhance the character of the city - physically and socially - the upcoming Comprehensive Plan Update should consider how this character can be retained without stifling aspirations. Contemporary land use and design tools are available to ensure that a vibrant Wayzata can flourish while remaining the city that residents love.



# 3



# PROPOSED DESIGN

Building upon the core values and design principles established during the initial community meeting, the feedback received following the second community meeting, and the direction and advice provided by the Steering and Technical Advisory Committee's the design team prepared refined schematic design drawings. These drawings depict the teams current design thinking. As the project moves into future phases, additional community input will be required to fully vet the design ideas, refine the programming of the spaces, and resolve some of the issues raised at the community meetings and during the public forum at the upcoming City Council meeting on April 19th.

# PROPOSED LAKE EFFECT SIGNATURE PARK



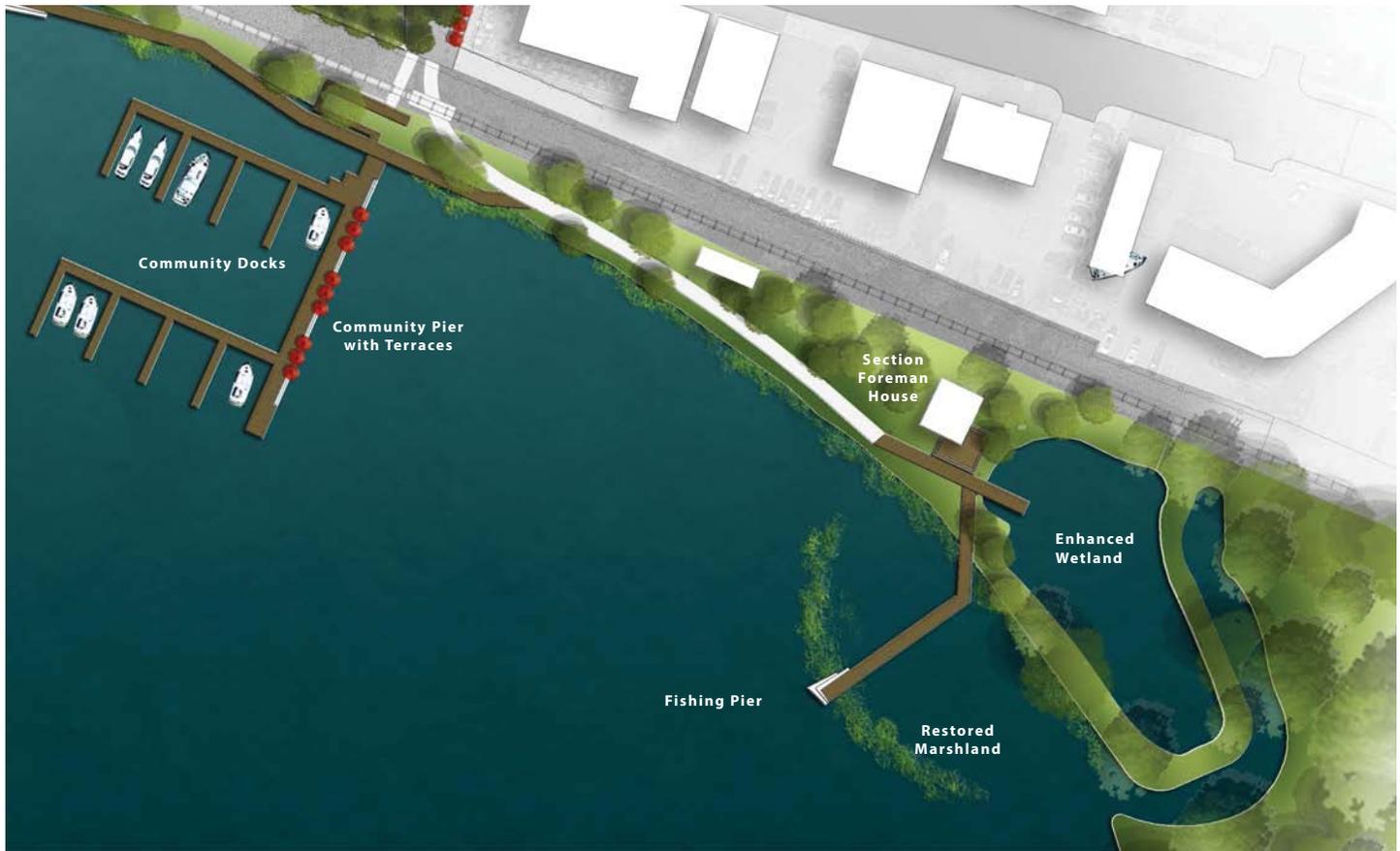
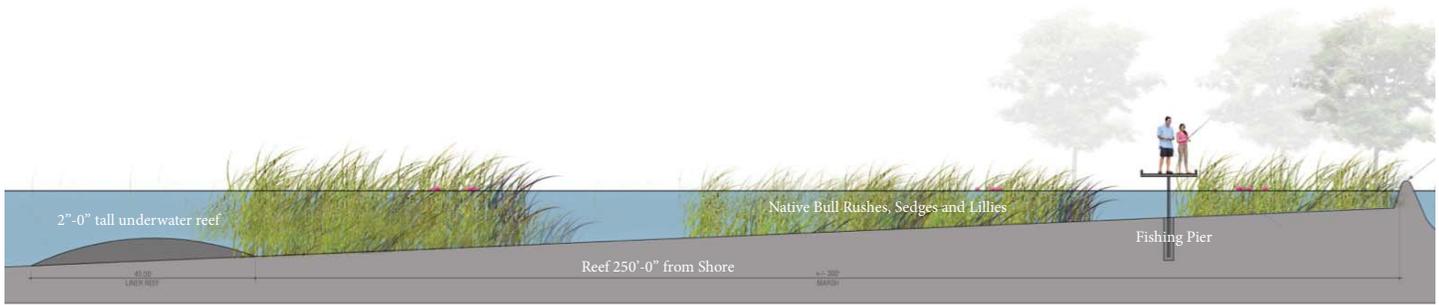


# ECO PARK

Located adjacent to the Section Foreman House, the proposed design for the Eco Park includes an underwater reef to mitigate wave action creating ideal conditions to restore a historic shoreline marsh and enhance the overall ecology of the lake edge. The proposed design also considers expanding and enhancing the existing regional detention pond to improve overall water quality, and introduces a wood fishing pier extending out into Lake Minnetonka providing much needed fishing opportunities for residents of Wayzata.



Housed within the restored Section Foreman House, a community education/game center provides the opportunity for multi-generational interactions and a viable location for local schools to come and learn about the diverse ecosystems associated with Lake Minnetonka.





Looking south from an expanded deck at the restored Section Foreman house, the restored shoreline marsh and fishing pier create an ideal location for local schools to come down and explore a restored lakefront ecosystem.



7#

# LAKE WALK

The proposed lake walk will establish a continuous lakefront experience for the first time since the completion of the rail. Conceived of as a 8' to 12' wide meandering wood walkway, the proposed lake walk would be constructed using durable materials and structured pilings to ensure a long-term and durable system.



The proposed lake walk is set above the known high water mark, while railings and heavy construction techniques ensure a safe and long-term experience

Beginning south of the Broadway intersection, the proposed lake walk connects with an expanded community dock area at its eastern limits, and ties into an expanded Park area at the historic Depot. Along its length a series of elevated terraces provide intermittent access into the lake, enabling residents to get their “toes in the water” and enjoy Wayzata’s greatest asset.





Looking west along the proposed lake walk, a series of terraces provide direct lake access, while the larger landscape terraces, shade structure and expanded garden at Depot Park entice users to explore the lake walk in its entirety.



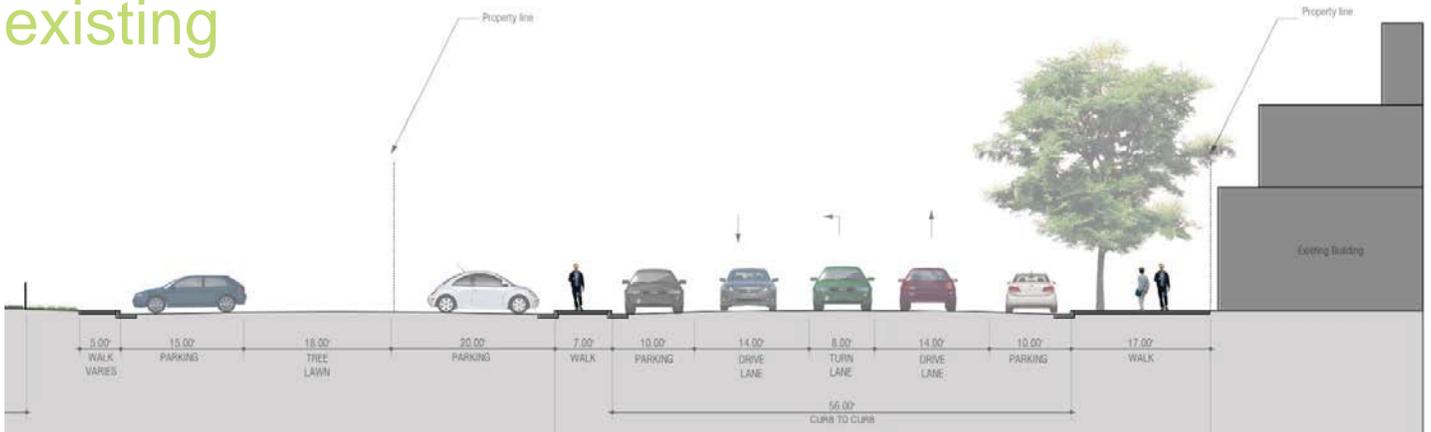
# LAKE STREET

The existing Lake Street cross-section emphasizes wide drive lanes, while minimizing the pedestrian experience. The proposed re-design of Lake Street utilizes more standard lane widths to accommodate the same total number of travel and parking lanes, while enabling the introduction of two - 5' east/west on-street bike lanes, and a widened sidewalk along the north-side of the street. The introduction of the on-street bike lanes create a direct connection into downtown from the Dakota Rail Trail, connecting over 200,000 bike-way users with the shops and amenities at the heart of downtown Wayzata.

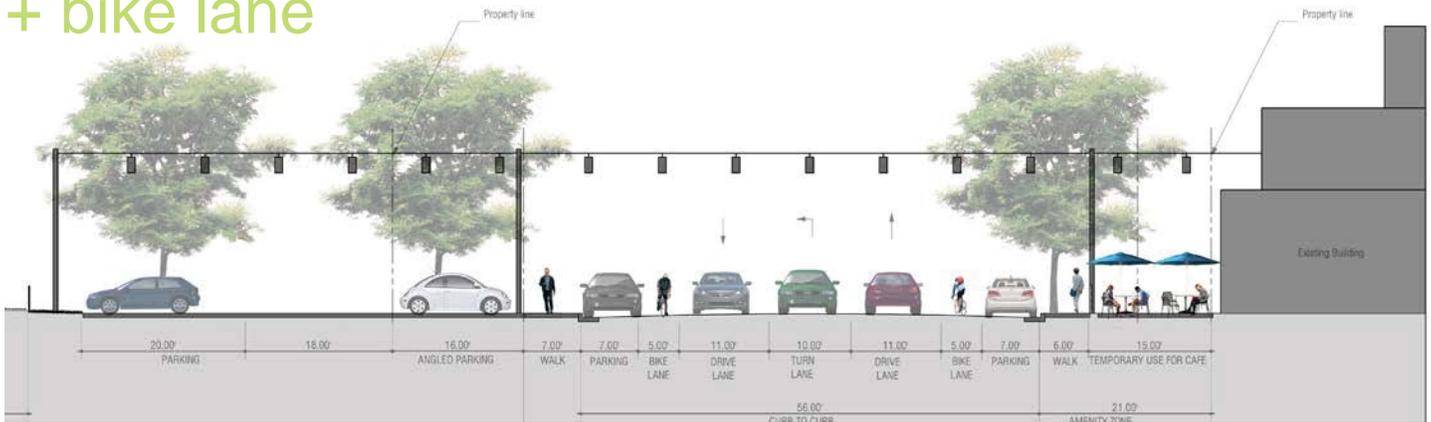


The expanded sidewalk along the north-side of Lake street will create usable outdoor space for restaurant and retail stores to create a more active and vibrant street experience. In addition to the roadway reconfiguration, the proposed design includes enhanced paving and a catenary lighting system between Walker and Broadway to create a highly flexible streetscape that will be unique to Wayzata, similar to the Larimer Square streetscape in downtown Denver shown on the left below.

## existing



## + bike lane



## + events



# LAKE STREET PLAZA

The proposed Lake Street Plaza explores converting the existing Municipal Parking lot from a car-oriented experience into a pedestrian-first experience that welcomes vehicles into the pedestrian space on a regular basis for parking. The reconfigured plaza extends the enhanced paving and catenary lighting proposed along lake street into the plaza, enabling the street and plaza to be used as a single large pedestrian space for events like James J Hill days.



Bound by Walker to the west and Broadway to the east, the proposed design includes new pedestrian plazas with small retail kiosks south of each intersection, while additional landscaping and shade trees create a more comfortable user experience and maintain expansive views of Lake Minnetonka from Lake Street. As conceived the Lake Street Plaza will create a highly adaptable plaza experience that will enable the community to use the space in a variety of ways.



Looking west from the enhanced Broadway Plaza, this view depicts Lake Street Plaza in what will likely be its typical configuration as a parking lot.



The same view as above, this rendering depicts how the plaza could be used during large events like James J hill days, or as a convertible market space on early weekend mornings throughout summer.



The same view as the previous page, this image depicts the possible conversion of the plaza into an activating feature such as a curling or broom-ball rink during the less active winter months.



77

# DEPOT PARK

The proposed enhancements to the existing park at the historic Depot include expanding the much-loved flower gardens, while introducing a shade pavilion, a much-needed restroom, and provides a series of landscape terraces down to the waters edge.



In addition to the spatial improvements, the proposed design recommends removing the existing ramp system down to the ferry docks, and replacing it with a ramp system that seamlessly integrates into the landscape terraces and provide more direct access to the restroom and pavilion building.



# THE BEACH

The proposed design for Wayzata Beach includes shifting the storm water detention pond from its existing location at the edge of the lake, to the edge of the parking lot, freeing up highly valued lake front space to expand the beach, and provide much needed amenities. Adjacent to the expanded beach, the design introduces a large shade/picnic pavilion bound to the east by a new restroom building, and on the west by a combination concession/rental facility.



In addition to the land-based improvements, the proposed design includes a new pier structure along the west edge of the beach. The proposed pier includes a large diving platform at its southern end, and a series of terraces and seating areas along the pier's east edge, providing a new water-based user experience for residents and their families.



# ARCHITECTURE - THE BEACH

The proposed shade structures, restroom, and concession building at the Beach and the shade structure and restroom at the Depot Park rely on the play of texture and light to create a dynamic lake front architectural style. A series of folded planes comprised of trellis like steel members create distinct shade canopies that provide much needed shade and visual



A view looking west towards with Concession | Rental Pavilion with the Restroom and Shade Canopy in the foreground

interest. While vertical slats of ipe wood create a unique rhythm and skin to the concession and restroom buildings. Large openings with fold-up style doors provide generous openings to accommodate a variety of potential users.



With large folding doors, the rental facility provides an open and flexible floor-plate.



Looking to the front of the Concession with the Shade Pavilion and seating area.



Looking north from the proposed diving platform, the expanded beach area and its associated amenities will provide residents with a much needed community gathering area, and families with a complete lakefront experience.



# SHAVER PARK

As it exists Shaver Park provides much needed passive open space, however due to its location to the west of the city Marina, the park is separated from the rest of the lake front, does not include a fully accessible path of travel between the two, and does not provide adequate parking for the beach, marina and trail head. Additionally the current roadway alignment and parking preclude an off-street bike-way connection between the Dakota Rail Trail and downtown. As proposed the first phases of the Signature Park project would not include any substantial improvements to Shaver Park.



phase 1

The proposed second phase of Shaver park improvements include a reconfigured city marina with an additional 19 boat slips, and a more contiguous park space with direct universally accessible connections between the Park and the rest of the waterfront. Additionally the proposed design reconfigures and expands the existing public parking providing and 40 additional spaces that include in-situ storm water treatment. The expanded parking enables the elimination of the angled parking along the public roadway, allowing the reclaimed space to accommodate a new trail head and an off-street bike-way connection between the Dakota Rail Trail and Lake Street.



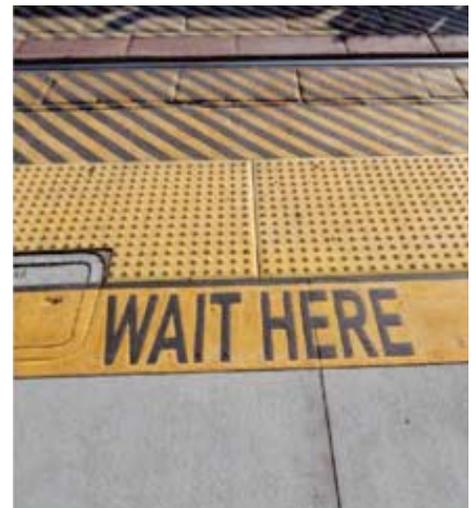
phase 2

# RAILROAD

Since its construction the Rail corridor has created a barrier between the residents and their lake front. The proposed improvements to the Lake front will increase the pedestrian and bicycle traffic that will be crossing the rail corridor to use the Signature Park. The proposed design includes enhanced pedestrian crossings and other improvements at the two existing crossings at Barry Ave and south of Broadway Ave, with an additional crossing proposed at Walker Ave.



The proposed improvements at all rail crossings will include pedestrian gates with a separate exit gate to create a fully controlled pedestrian experience.



Visible and textured pavement markings increase user safety

The new crossing at Walker is important from a public safety and perception standpoint as it provides lake walk users with multiple points of entry and egress while reducing the total length between crossing by 50%. As currently installed the existing pedestrian crossing meet all safety requirements, however in recent years more robust safety features are being introduced across the country. These heightened features as noted below are proposed for all existing and new crossings.



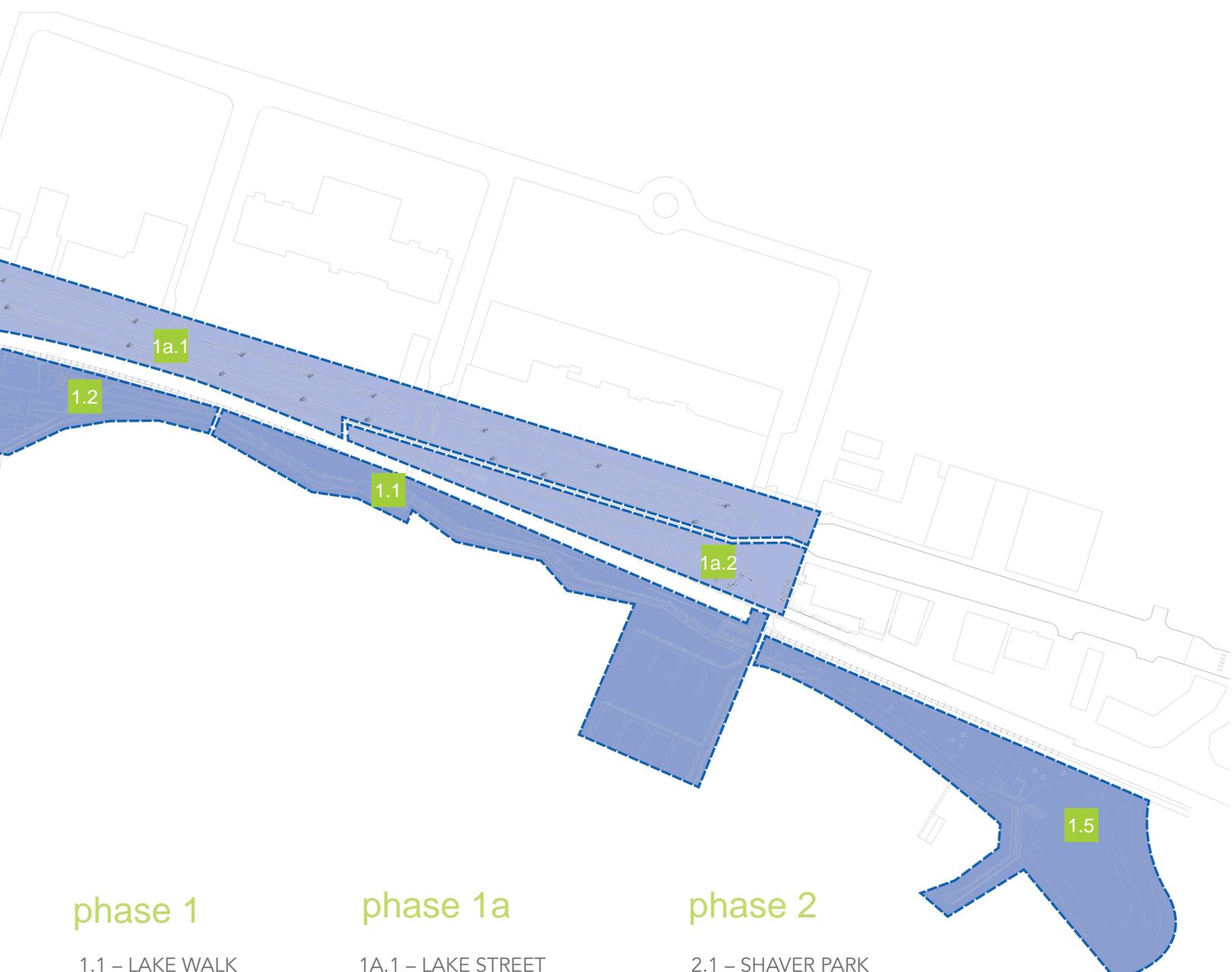
The existing fence as installed by the city of Wayzata will be extended to all proposed pedestrian gate/crossings on the north-side of the tracks, while the proposed lake walk includes pedestrian rails that will separate users from the track on the south

# IMPLEMENTATION

The proposed design for the Lake Effect Signature Park, expands existing parks spaces, and provides many new amenities for residents. The scope and scale of these improvements will require varying levels of permitting and approval from the various regulatory agencies, review and approval from the BNSF Rail company, and most importantly approval and support from City Council and the residents of Wayzata. Based on the approval and review processes noted, the design team is proposing a multi-phase approach that will enable the less controversial and more easily permitted



portions of the project to move forward as quickly as desired. As final phasing is determined , it is recommended that the initial phase of improvements needs to be substantial enough to excite residents and generate financial support from partnering agencies and philanthropic sources. The proposed phasing approach outlined below is an initial concept that will need to be vetted with City Council.



**phase 1**

- 1.1 – LAKE WALK
- 1.2 – DEPOT PARK
- 1.3 – BOAT WORKS
- 1.4 – WAYZATA BEACH
- 1.5 – ECO PARK

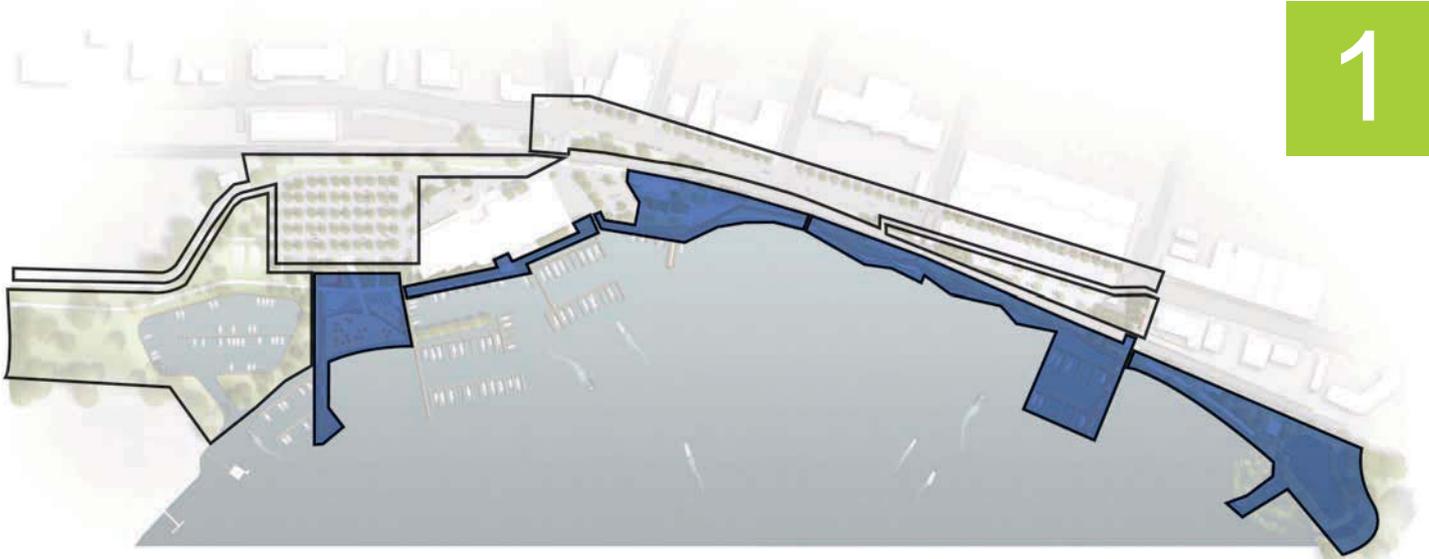
**phase 1a**

- 1A.1 – LAKE STREET
- 1A.2 – LAKE STREET PLAZA

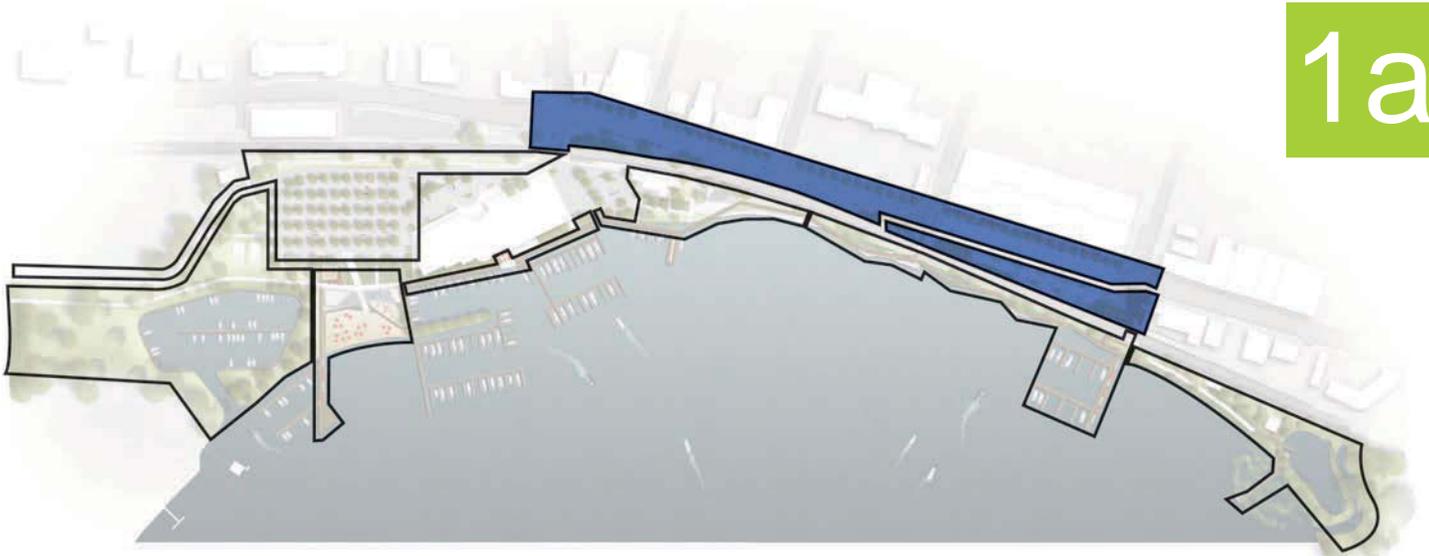
**phase 2**

- 2.1 – SHAVER PARK
- 2.2 – PARKING AND ROADWAY
- 2.3 – WALKER STREET CROSSING

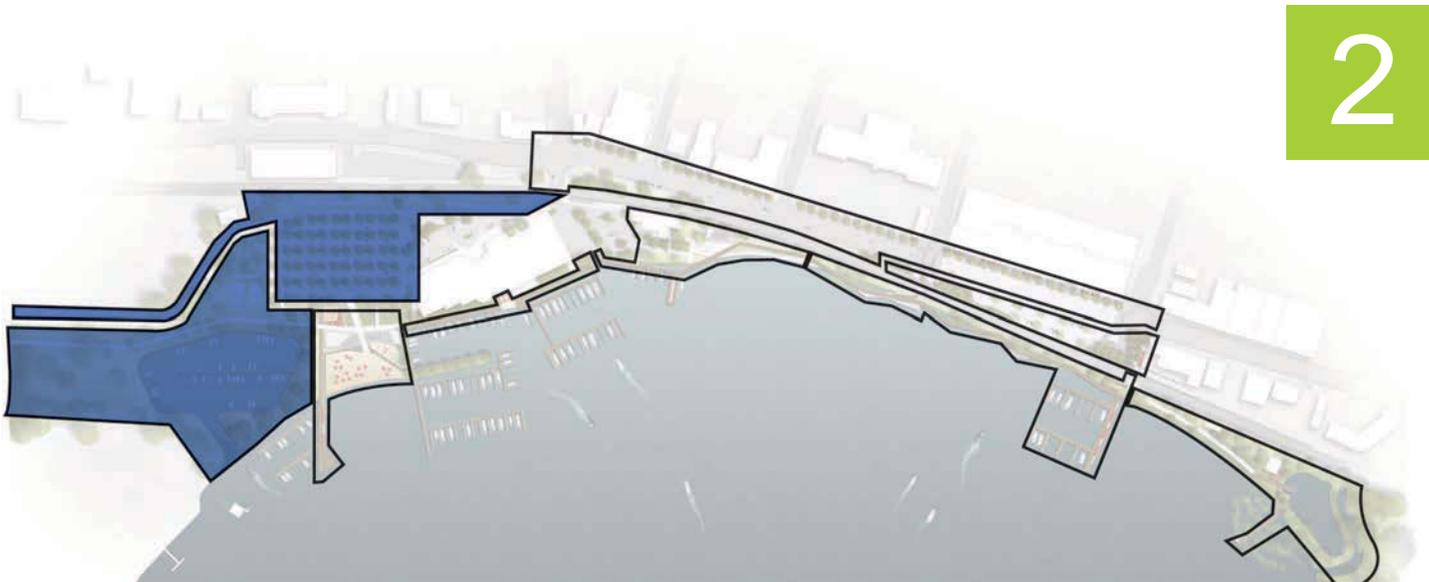
1



1a



2



## phase 1

1.1 – LAKE WALK	\$3,274,000
1.2 – DEPOT PARK	\$1,650,000
1.3 – BOAT WORKS	\$ 543,000
1.4 – WAYZATA BEACH	\$3,498,000
1.5 – ECO PARK	\$ 905,000
1.6 – ENHANCED RAIL CROSSINGS	\$ 540,000
CONTINGENCY (15%)	\$1,500,000

---

<b>PHASE 1 TOTAL</b>	<b>\$11,910,000</b>
----------------------	---------------------

## phase 1a

1A.1 – LAKE STREET	\$1,880,000
1A.2 – LAKE STREET PLAZA	\$1,350,000
CONTINGENCY (15%)	\$ 485,000

---

<b>PHASE 1A TOTAL</b>	<b>\$3,715,000</b>
-----------------------	--------------------

## phase 2

2.1 – SHAVER PARK	\$1,705,000
2.2 – PARKING AND ROADWAY	\$ 850,000
2.3 – WALKER STREET CROSSING	\$ 390,000
CONTINGENCY (15%)	\$ 440,000

---

<b>PHASE 2 TOTAL</b>	<b>\$3,395,000</b>
----------------------	--------------------

**total all phases** **\$19,020,000**

# 4



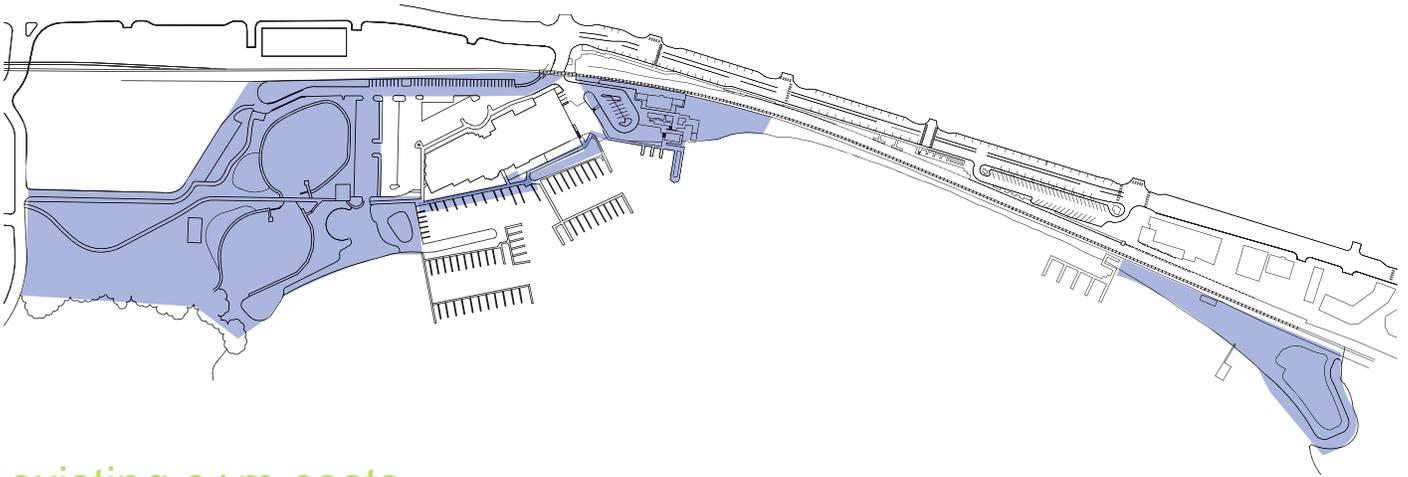
# OPERATIONS & MAINTENANCE

As proposed, the improvements to the lakefront will provide residents with a wider variety of activities, and an enhanced lakefront experience. Ensuring this experience is available for future generations of Wayzatans requires a long-term maintenance and operation strategy and funding. At a high level the Lake Effect Signature Park plan explored what the potential on-going costs would be and a variety of ways that could be used to generate the required on-going maintenance capital. This section of the document will review these findings and provide the City and its residents with a series of potential funding sources which they will need to determine which are the most feasible.

## WHAT WE HEARD

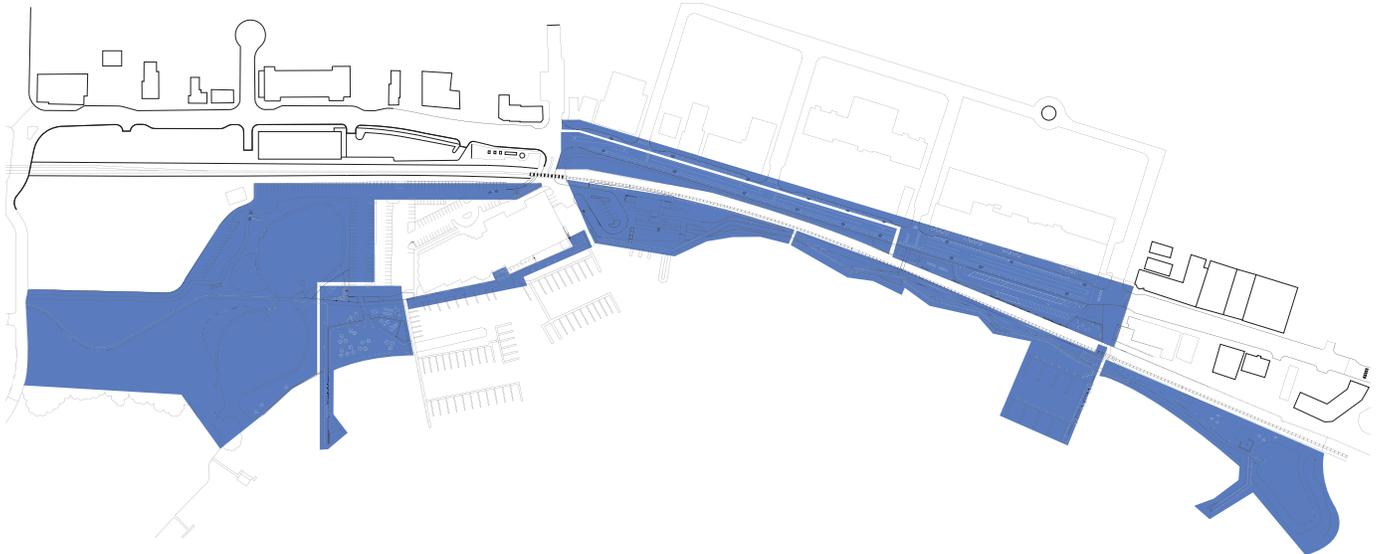
As the design team progressed through the schematic design phases, we had multiple touch-points with the community and the Steering and Technical Advisory Committees where preliminary operation and maintenance concepts were presented. From these meetings we heard the following common themes:

- The City currently pays \$8,000 per acre to maintain its parks
- The City has approved a \$20,000 budget for community-based programming in the City's parks.
- The City has an annual budget of \$5.7M.
- Stakeholders are concerned about how to pay for a revitalized lakefront with higher operating and maintenance costs.
- Paid parking is not a revenue generating option in Wayzata.
- The Chamber of Commerce, a separate civic entity, currently hosts and operates three civic events annually: James J. Hill Days, Chilly Open, and Wayzata Art Experience.
- Community members are hesitant to embrace more major events.



### existing o+m costs

11.3 acres @ \$10,200/acres = \$115,000 annually



### proposed o+m costs

16.3 acres @ \$27,600/acres = \$450,000 annually

\* note: overall park acreage increased by 5 acres (added Lake Walk/Lake Street/Lake Street Plaza)

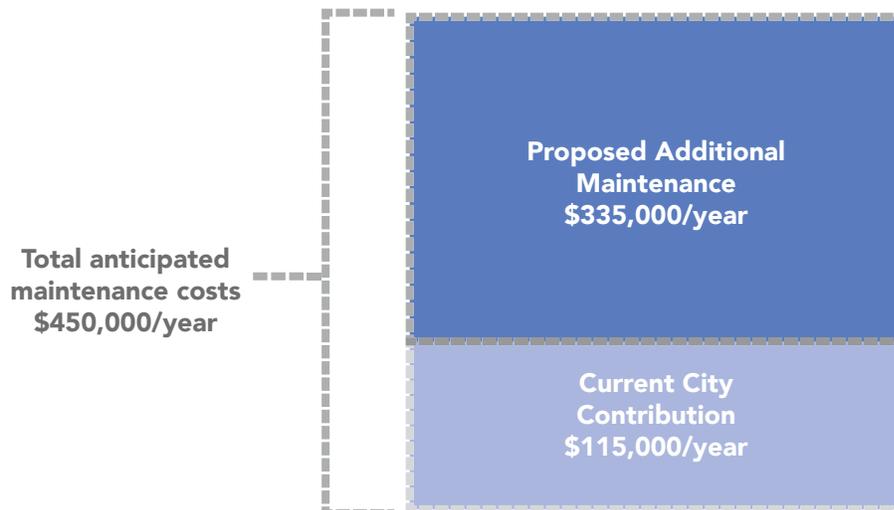
# WHAT DOES IT COST TO MAINTAIN THE PARKS?

Most cities do not track the comprehensive costs of operating and maintaining particular parks. Review and analysis of Wayzata expenditures on parks suggests that the City is spending roughly \$8,000 per acre on average on parks today, not including the costs of the Chilly Open, Wayzata Art Experience, and James J Hill Days. The City's new summer programming budget suggests an additional cost, averaging \$2,200 per acre.

Much of the currently mapped park land in Wayzata includes areas, such as the Big Woods Preserve, that incur little to no maintenance costs. As a result, the existing park areas in the Lake Effect, which are currently relatively highly utilized and maintained, almost certainly cost more than \$10,200/ acre to maintain.

The City also currently pays \$750K annually to maintain city streets, including Lake Street.

Under the Lake Effect Signature project, routine and capital maintenance will increase as a result of an increase in the amount of park acreage, higher quality materials, community expectations and utilization vis a vis a typical Wayzata park, which will require higher levels of maintenance, supplies, equipment, insurance, etc. Based on industry data and research we have estimated these costs to be \$27,600 per acre.

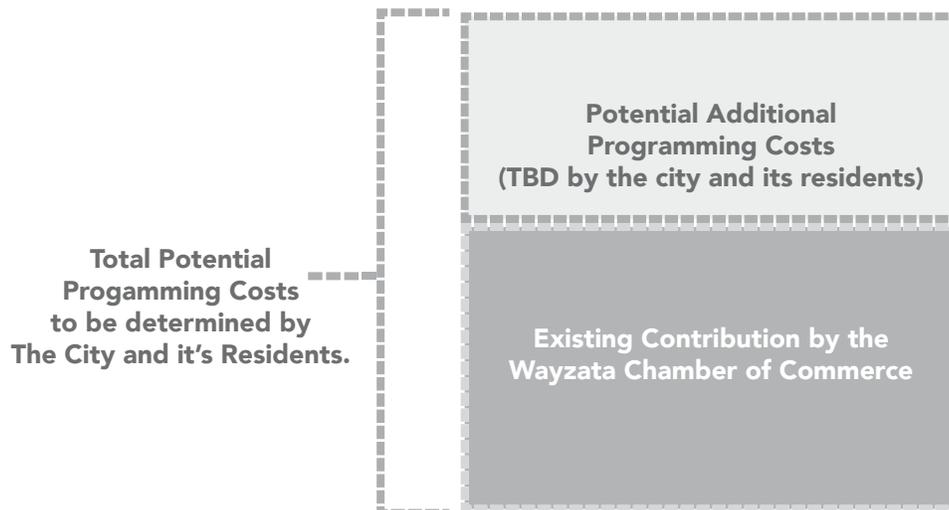


# POTENTIAL PROGRAMMING COSTS

Events and other programmed activities along the Lakefront can be used to activate the area and to engage residents in more experiences at the lake. The extent to which events are intended to attract visitors is a community and council decision that will require ongoing adjustment. These programming decisions will impact both event costs, but also administrative and management costs.

**The City, Conservancy, and Chamber must work together to find the right balance of activities.**

As the community determines if and how many additional programmed events and activities (large and small) are acceptable, the potential future programming costs and related administrative costs will increase. Administrative costs are tied to and are a function of the level of programming and expectations, as they impact personnel, security, vendor management, marketing, and development needs.



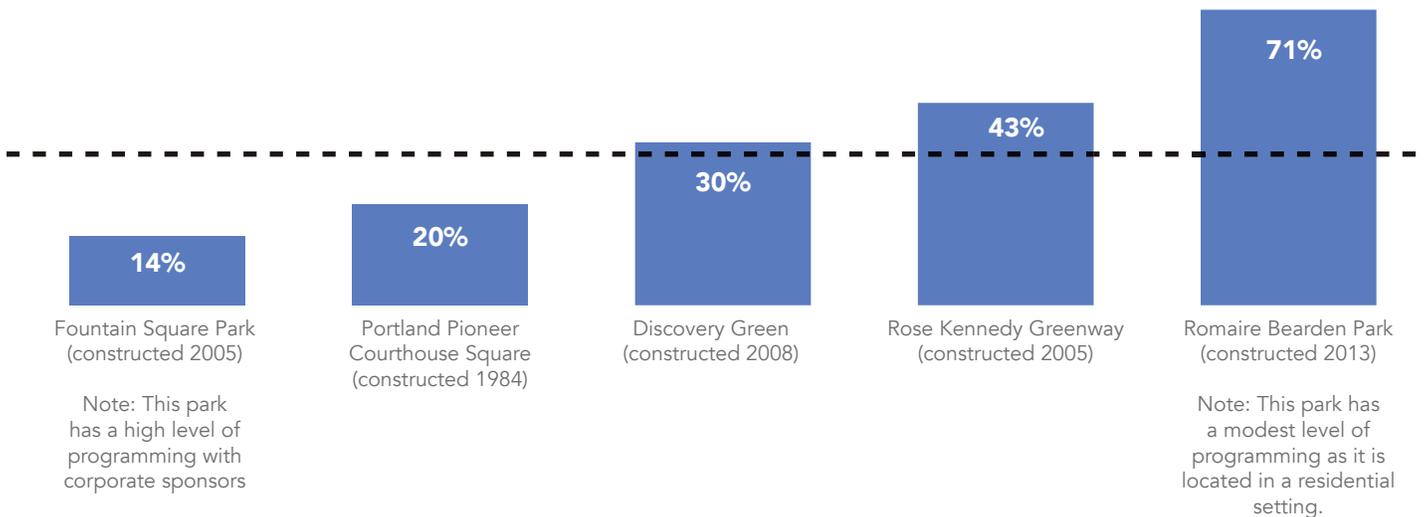
# HOW TO FUND POTENTIAL O&M COSTS?

Cities nationwide use four different sources of revenue in a different balance, depending on the character and purpose of the park. The four major categories of revenue generation potential to explore for this site, taking into account the community's priorities and the park's mission are; Public Contribution, Value Capture, Contributed Income, and Earned Income. The following pages outline the potential revenue streams from each of the sources. If, and how much these mechanisms are used to fund the long-term maintenance and operation costs is a decisions that will be made by the community and the City Council.

## 1. public contribution

Public contribution simply means money put directly into the project development or O+M by the city. Nationally mature signature parks receive  $\pm 30\%$  of their annual O&M from the public sector; younger parks receive more. The exact amount of contributed funds could vary significantly based on park programming and the roles played by the City, the Conservancy, and the Chamber. For purposes of our study, we have assumed 30% of estimated O&M to be the floor on public contribution.

The following depicts the proportional Public Funding associated with other park spaces across the country.



## 2. value capture

Value capture is a potential source of revenue, where a community leverages projected increases in land value due to the park's construction for both businesses and residents to help fund park operations. Value is created in park districts through a variety of mechanisms, and based on national case studies, is realized in an increase in property values that typically exceeds 5% after 5-10 years.

Value capture can be realized through the creation of a Park Improvement District. Park improvement districts provide a variety of services to enrich the experience of parks and the surrounding streets. These services are above and beyond what is provide by the public sector.

National precedents show open space creates a 5%+ value premium for adjacent residential and commercial properties. For the purposes of this study we have used a Wayzata PID fee that is a 10% - 14% increase in current taxes, which equates to less than 1% of the estimated property value increase. The balance of the incremental property increase (4%+) would stay with the property owners.

Estimates for potential revenue to be generated through a park improvement district total \$0.59M from commercial properties and \$0.25M from residential properties, with the residential properties affected limited to those properties most likely to directly experience value increases due to park construction.



### 3. contributed income

In a community like Wayzata, with a strong sense of community spirit there is potential for individual philanthropy through a membership program. For this project we think that voluntary contributions in the form of a “membership” could be quite effective. The idea will need development but more and more parks are being funded partly through the “Friends of the Park”. These programs are often tied to modest benefits to the member, such as discounts when there are paid events, discounts at nearby businesses at certain times, priority registration for summer programs, etc. These Friends programs tap into community pride and build a constituency of people who want to see the parks well maintained, safe and enjoyable.

Our team has examined park and institution membership programs, including those for MASS MoCA, Tanglewood Music Center, Shelby Farms, Friends of the High Line, and Balboa Park to understand the size and capture rates of these membership programs. We then applied a reasonable and conservative visitation and capture rate for Wayzata based upon visitation to comparable regional parks in the Twin Cities.

YOUTH/STUDENT	\$ 20
INDIVIDUAL	\$ 60
COUPLE	\$ 90
FAMILY	\$ 130
DIRECTORS CIRCLE	\$ 250
<hr/>	
<b>POTENTIAL TOTAL MEMBERSHIP REVENUE</b>	<b>\$410K-\$530K</b>

\* Estimate assumes 4,000 – 4,500 members with a weighted average membership fee of \$92.

## 4. earned income

The Lake Effect will offer a range of opportunities for generating earned income. Revenue generation from parks varies widely depending City objectives, the extent of programs, and whether the activity is free or charged. Our team investigated the revenue generating capacity of the Lake Effect based on the proposed design and reflective of community priorities and feedback. As a result of community feedback, this analysis does not include revenue potential from parking or events.



Existing Boat Slips  
\$155,000 annually  
based on current rates



Outdoor Venue Rentals  
\$27,000 - \$54,000 annually,  
based on 40-80 rentals.



Retail Structures  
\$19,000 - \$35,000  
annually (rental leases)



New Boat Slips  
\$33,000 - \$273,000  
Annually depending on  
rates.



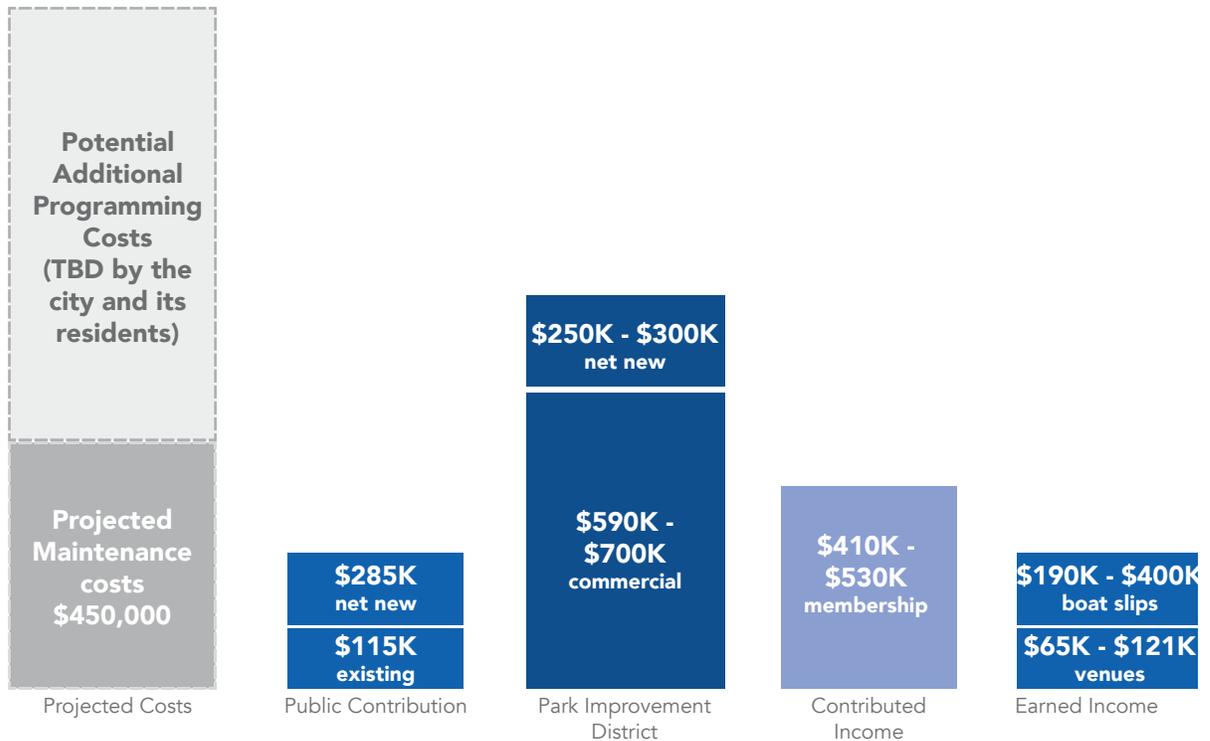
Ice Rink  
\$9,000 - \$12,000  
annually depending  
on equipment rental  
numbers.



Equipment Rentals  
\$10,000 - \$12,000  
annually depending on  
user numbers.

# POTENTIAL O&M FUNDING

Based on the revenue generating sources outlined on the previous pages, the total potential funding far exceeds the projected long-term maintenance and operating costs.



moving forward the city and its residents will need to determine the amount and type of programming that is desired, and the if and how much of each type of funding source should be used.

A scenic view of a lake with a boat dock, greenery, and a building in the background, with a railway track in the foreground. The word "APPENDIX" is overlaid in large white letters.

# APPENDIX

# OPINION OF PROBABLE COST

## summary

### WAYZATA LAKE EFFECT

COST MODEL APRIL 2016

		Approx. Acreage	Approx. Square Footage	Total Cost*	\$/SF
PHASE 1	1.1 Lake Walk (Broadway to Depot Park)	0.3	13,110	\$3,274,400	\$249.76
	1.2 Depot Park	0.9	40,500	\$1,650,260	\$40.75
	1.3 Boat Works	0.2	8,500	\$543,200	\$63.91
	1.4 Beach	1.5	64,500	\$3,497,300	\$54.22
	1.5 Eco Park	1.6	70,000	\$905,980	\$12.94
	1.6 Enhanced Railroad Crossings (Broadway and Barry Ave)	0.2	10,000	\$540,000	\$54.00
	<b>Subtotal</b>				<b>\$10,411,140.00</b>
Construction Contingency				15%	\$1,561,671.00
<b>TOTAL ESTIMATED COST (Phase 1)</b>				<b>\$11,972,811.00</b>	
PHASE 1A	1A.1 Lake Street (Excludes from BOC to Rail Tracks at Plaza)	3.1	133,550	\$1,880,908	\$14.08
	1A.2 Lake Street Plaza	0.9	39,500	\$1,349,650	\$34.17
	<b>Subtotal</b>				<b>\$3,230,557.50</b>
Construction Contingency				15%	\$484,583.63
<b>TOTAL ESTIMATED COST (Phase 1A)</b>				<b>\$3,715,141.13</b>	
PHASE 2	2.1 Shaver Park	6.0	261,800	\$1,706,900	\$6.52
	2.2 Shaver Park Parking Lot and Roadway Changes	1.6	69,000	\$849,370	\$12.31
	2.3 Walker Street Railroad Crossing	0.1	5,000	\$392,500	\$78.50
	<b>Subtotal</b>				<b>\$2,948,770.00</b>
Construction Contingency				15%	\$442,315.50
<b>TOTAL ESTIMATED COST (Phase 2)</b>				<b>\$3,391,085.50</b>	
<b>GRAND TOTAL (Phases 1, 1A, and 2)</b>				<b>\$19,079,037.63</b>	

# phase 1

## WAYZATA LAKE EFFECT COST MODEL APRIL 2016

material	qty.	Units	\$/Unit	Cost	Notes
<b>1.1 Lake Walk (Broadway to Depot Park)</b>					
Hardscape					
Lake Edge Restoration (Cobble)	20,000	SF	\$15.00	\$300,000.00	assumes 20' wide for length of lake walk
Lake Walk (Ipe wood with Railing)	1,405	LF	\$1,500.00	\$2,107,500.00	assumes \$500/lf for railing
Overlook (Concrete Terrace w/o Railing)	1,250	SF	\$200.00	\$250,000.00	
Overlook (Ipe wood Terrace)	965	SF	\$100.00	\$96,500.00	terraces at broadway and dock at walker ave
New Docks at Broadway	2,500	SF	\$100.00	\$250,000.00	Based on existing docks cost 105,000 in 2000
Seated edge at Lake walk	100	LF	\$1,000.00	\$100,000.00	based on Broadway Pier Number
Railroad Crossing Safety Enhancement	2	LS	\$250,000.00	\$500,000.00	cost from meeting assumed to include any changes to existing both broadway and barry ave crossings
Plaza at Crossing	2,000	SF	\$20.00	\$40,000.00	upgrade from concrete
				<b>Sub-total</b>	<b>\$3,644,000.00</b>
Planting					
Lake Edge Restoration (vegetation)	20,000	SF	\$8.00	\$160,000.00	
Restore Edge at Broadway terrace	1,000	SF	\$6.00	\$6,000.00	repair adjacent to new terrace
				<b>Sub-total</b>	<b>\$166,000.00</b>
Demo					
Demo Existing Boardwalk to Docks	1,600	SF	\$2.50	\$4,000.00	
Demo Existing Pavement at Broadway Crossing	400	SF	\$1.00	\$400.00	
				<b>Sub-total</b>	<b>\$4,400.00</b>
<b>Sub-total 1.1 Lake Walk (Broadway to Depot Park)</b>					<b>\$3,814,400.00</b>
<b>1.2 Depot Park</b>					
Hardscape					
Lake Edge Restoration (Cobble)	5,600	SF	\$15.00	\$84,000.00	
Lake Walk (Ipe wood with Railing)	400	LF	\$1,500.00	\$600,000.00	assumes \$500/lf for railing
Boardwalk on-grade	1,650	SF	\$50.00	\$82,500.00	
Pre-cast Concrete Terraces	960	LF	\$200.00	\$192,000.00	SPI was \$155/lf
Concrete Paving at Lake Edge Terrace	1,650	SF	\$50.00	\$82,500.00	Assumes it is structured
Concrete Paving on-grade (4")	11,500	SF	\$8.00	\$92,000.00	added cost for terrace stairs
Concrete Stairs	96	LF	\$50.00	\$4,800.00	
Concrete Walls at ADA Ramp and Stairs	305	LF	\$200.00	\$61,000.00	
Site Furnishings	1	LS	\$40,000.00	\$40,000.00	\$2,000 per bench, \$1,500 per trash, etc
				<b>Sub-total</b>	<b>\$1,238,800.00</b>
Planting					
Lake Edge Restoration (vegetation)	5,600	SF	\$5.00	\$28,000.00	
Shrub Bed with Irrigation	7,335	SF	\$6.00	\$44,010.00	assumes re-do all planting beds
Lawn and irrigation	2,200	SF	\$3.50	\$7,700.00	
3" Caliper Tree	10	EA	\$500.00	\$5,000.00	placeholder
				<b>Sub-total</b>	<b>\$84,710.00</b>
Structure					
Shade Structure	950	SF	\$200.00	\$190,000.00	
Restroom (with Utilities)	350	SF	\$200.00	\$70,000.00	
Lighting	12	EA	\$3,000.00	\$36,000.00	
				<b>Sub-total</b>	<b>\$296,000.00</b>
Demo					
Demo Existing Depot Park Landscape	25,000	SF	\$1.00	\$25,000.00	
Demo Existing Boardwalk to Docks	2,300	SF	\$2.50	\$5,750.00	
				<b>Sub-total</b>	<b>\$30,750.00</b>
<b>Sub-total 1.2 Depot Park</b>					<b>\$1,650,260.00</b>

### 1.3 Boat Works

<b>Hardscape</b>				
Lake Walk (Ipe wood with Railing)	250 LF	\$1,750.00	\$437,500.00	assumes \$500/lf for railing, with extra width than typical lake walk
Boardwalk on-grade	220 SF	\$50.00	\$11,000.00	
Concrete Paving at Plaza	1,900 SF	\$12.00	\$22,800.00	
Site Furnishings	1 LS	\$20,000.00	\$20,000.00	\$2,000 per bench, \$1,500 per trash, etc
			<b>Sub-total</b>	<b>\$491,300.00</b>
<b>Planting</b>				
Shrub Bed with Irrigation	2,500 SF	\$6.00	\$15,000.00	assumes 10' width on the west end
3" Caliper Tree	12 EA	\$500.00	\$6,000.00	
			<b>Sub-total</b>	<b>\$21,000.00</b>
<b>Structure</b>				
Lighting	7 EA	\$3,000.00	\$21,000.00	
			<b>Sub-total</b>	<b>\$21,000.00</b>
<b>Demo</b>				
Demo Existing Boardwalk	2,800 SF	\$2.50	\$7,000.00	
Demo Existing Depot Park Landscape	5,800 SF	\$0.50	\$2,900.00	
			<b>Sub-total</b>	<b>\$9,900.00</b>
<b>Sub-total 1.3 Boat Works</b>				<b>\$543,200.00</b>

### 1.4 Beach

<b>Hardscape</b>				
Pier (Ipe wood with terraces)	200 LF	\$2,000.00	\$400,000.00	assumes \$500/lf for railing
Boardwalk on-grade	5,000 SF	\$50.00	\$250,000.00	
Pre-cast Concrete Terraces	1,085 LF	\$200.00	\$217,000.00	
Water Quality Band	175 LF	\$315.00	\$55,125.00	(Assumes 4' deep x 10' wide trench filled with crushed granite + topsoil, plus epdm liner)
Concrete Paving on-grade	11,250 SF	\$14.00	\$157,500.00	added cost for terrace stairs
Concrete Curb at parking	225 LF	\$20.00	\$4,500.00	
Sand at Beach	19,400 SF	\$2.00	\$38,800.00	
Asphalt Parking Lot	3,000 SF	\$2.50	\$7,500.00	
Site Grading	7,000 SY	\$0.85	\$5,950.00	
Site Furnishings	1 LS	\$100,000.00	\$100,000.00	\$2,000 per bench, \$1,500 per trash, etc
			<b>Sub-total</b>	<b>\$1,236,375.00</b>
<b>Planting</b>				
Water Quality Band Planting	2,080 SF	\$5.00	\$10,400.00	
Shrub Bed with Irrigation	2,700 SF	\$6.00	\$16,200.00	
Lawn and irrigation	18,600 SF	\$4.00	\$74,400.00	
3" Caliper Tree	40 EA	\$500.00	\$20,000.00	budget
			<b>Sub-total</b>	<b>\$121,000.00</b>
<b>Structure</b>				
Shade Structure	3,100 SF	\$200.00	\$620,000.00	
Pavilion Building (with Utilities)	2,500 SF	\$200.00	\$500,000.00	
Diving Platform	1,700 SF	\$350.00	\$595,000.00	
Play Equipment	1 LS	\$300,000.00	\$300,000.00	
Site Furnishings	1 LS	\$50,000.00	\$50,000.00	
Lighting	10 EA	\$3,000.00	\$30,000.00	
			<b>Sub-total</b>	<b>\$2,095,000.00</b>
<b>Demo</b>				
Demo Existing Lake Edge	225 LF	\$20.00	\$4,500.00	
Demo Existing Beach and Water Quality Area	36,000 SF	\$1.00	\$36,000.00	
Demo Existing Conc Curb	225 LF	\$15.00	\$3,375.00	
Demo Existing Parking	3,000 SF	\$0.35	\$1,050.00	
			<b>Sub-total</b>	<b>\$44,925.00</b>
<b>Sub-total 1.4 Beach</b>				<b>\$3,497,300.00</b>

**1.5 Eco Park**

<b>Hardscape</b>				
Cobble Reef (Cobble)	16,000 SF	\$10.00	\$160,000.00	
Lake Walk (pe wood with Railing)	195 LF	\$1,500.00	\$292,500.00	assumes \$500/lf for railing
Wood Deck on-grade	750 SF	\$50.00	\$37,500.00	added cost for stairs
Boardwalk and Wood Deck on-grade	100 SF	\$50.00	\$5,000.00	
Concrete Paving on-grade (6")	4,100 SF	\$14.00	\$57,400.00	
Site Grading	4,800 SY	\$0.85	\$4,080.00	
Site Furnishings	1 LS	\$20,000.00	\$20,000.00	\$2,000 per bench, \$1,500 per trash, etc
			<b>Sub-total</b>	<b>\$576,480.00</b>
<b>Planting</b>				
Lake Edge Restoration (vegetation)	30,000 SF	\$5.00	\$150,000.00	
Native Seed w/ Irrigation	15,000 SF	\$1.50	\$22,500.00	
3" Caliper Tree	20 EA	\$500.00	\$10,000.00	placeholder
Wetland Planting at Pond	6,000 SF	\$10.00	\$60,000.00	assumes 1/3 of total area
			<b>Sub-total</b>	<b>\$242,500.00</b>
<b>Structure</b>				
Lighting	7 EA	\$3,000.00	\$21,000.00	
			<b>Sub-total</b>	<b>\$21,000.00</b>
<b>Water Quality</b>				
Construct Forebay at Regional Detention	1 LS	\$50,000.00	\$50,000.00	
			<b>Sub-total</b>	<b>\$50,000.00</b>
<b>Demo</b>				
Demo Existing Berm at Pond	4,000 SF	\$0.25	\$1,000.00	
Clearing and Grubbing	15,000 SF	\$1.00	\$15,000.00	
			<b>Sub-total</b>	<b>\$16,000.00</b>
<b>Sub-total 1.5 Eco Park</b>				<b>\$905,980.00</b>

# phase 1a

## WAYZATA LAKE EFFECT COST MODEL APRIL 2016

material	qty.	Units	\$/Unit	Cost	Notes
<b>1A.1 Lake Street (Excludes from BOC to Rail Tracks at Plaza)</b>					
Hardscape					
Conc Curb and gutter (Upgraded)	1,250	LF	\$30.00	\$37,500.00	
Conc Curb and Gutter	1,900	LF	\$20.00	\$38,000.00	
4" Sidewalk (Upgraded)	18,800	SF	\$10.00	\$188,000.00	
4" Sidewalk (Standard)	18,500	SF	\$6.00	\$111,000.00	
Asphalt roadway	53,600	SF	\$2.50	\$134,000.00	
6" Concrete Roadway (Upgraded)	26,250	SF	\$20.00	\$525,000.00	
Pedestrian Ramp	12	EA	\$2,500.00	\$30,000.00	
Pedestrian Ramp (upgraded)	4	EA	\$3,000.00	\$12,000.00	
Enhanced Crosswalk	8,400	SF	\$20.00	\$168,000.00	
Crosswalk (Standard)	3,000	SF	\$1.00	\$3,000.00	
Tree Grates	44	EA	\$1,500.00	\$66,000.00	
Utilities	1	LS	\$200,000.00	\$200,000.00	
Site Furnishings	1	LS	\$50,000.00	\$50,000.00	\$2,000 per bench, \$1,500 per trash, etc
				<b>Sub-total</b>	<b>\$1,562,500.00</b>
Planting					
Shrub Bed with Irrigation	3,760	SF	\$6.00	\$22,560.00	
3" Caliper Tree	66	EA	\$500.00	\$33,000.00	budget
				<b>Sub-total</b>	<b>\$55,560.00</b>
Structure					
Pedestrian Light (w/ Cantenary)	11	EA	\$5,000.00	\$55,000.00	
Pedestrian Light	38	EA	\$3,000.00	\$114,000.00	
				<b>Sub-total</b>	<b>\$169,000.00</b>
Demo					
Demo Existing Conc. Sidewalk	37,300	SF	\$0.50	\$18,650.00	
Demo Existing Conc Curb	3,150	LF	\$15.00	\$47,250.00	
Demo Existing Asphalt Road	79,850	SF	\$0.35	\$27,947.50	
				<b>Sub-total</b>	<b>\$93,847.50</b>
<b>Sub-total 1A.1 - Lake Street</b>					<b>\$1,880,907.50</b>
<b>1A.2 Lake Street Plaza</b>					
Hardscape					
6" Concrete Roadway (Upgraded)	19,250	SF	\$15.00	\$288,750.00	
Pedestrian Ramp	4	EA	\$3,000.00	\$12,000.00	
Enhanced Plaza (at Walker and Broadway)	9,500	SF	\$20.00	\$190,000.00	
Decomposed Granite	6,750	SF	\$2.50	\$16,875.00	
Pre-cast Concrete Seatwall	725	LF	\$400.00	\$290,000.00	
Tree Grates	21	EA	\$1,000.00	\$21,000.00	
Utilities	1	LS	\$100,000.00	\$100,000.00	
Site Furnishings	1	LS	\$50,000.00	\$50,000.00	\$2,000 per bench, \$1,500 per trash, etc
				<b>Sub-total</b>	<b>\$968,625.00</b>
Planting					
Shrub Bed with Irrigation	3,000	SF	\$6.00	\$18,000.00	
3" Caliper Tree	50	EA	\$500.00	\$25,000.00	budget
				<b>Sub-total</b>	<b>\$43,000.00</b>
Structure					
Pedestrian Light (w/ Cantenary)	11	EA	\$5,000.00	\$55,000.00	
Pavilion Buildings (small)	500	SF	\$200.00	\$100,000.00	
Pavilion Buildings (large)	600	SF	\$200.00	\$120,000.00	
				<b>Sub-total</b>	<b>\$275,000.00</b>
Demo					
Demo Existing Conc. Sidewalk	35,000	SF	\$1.00	\$35,000.00	
Demo Existing Conc Curb	1,000	LF	\$15.00	\$15,000.00	
Demo Existing Asphalt Road	17,500	SF	\$0.35	\$6,125.00	
Demo Existing Brick Plaza and Walls	6,900	SF	\$1.00	\$6,900.00	
				<b>Sub-total</b>	<b>\$63,025.00</b>
<b>Sub-total 1A.2 - Lake Street Plaza</b>					<b>\$1,349,650.00</b>

# phase 2

## WAYZATA LAKE EFFECT

### COST MODEL APRIL 2016

Parlmaterial	qty.	Units	\$/Unit	Cost	Notes
<b>2.1 Shaver Park</b>					
Hardscape					
Boardwalk at Edge of Marina	1,285	LF	\$250.00	\$321,250.00	
Dock at new Marina	335	LF	\$500.00	\$167,500.00	
6" Concrete Walk at Regional Trail	15,500	SF	\$14.00	\$217,000.00	
4" Concrete Walk	5,900	SF	\$6.00	\$35,400.00	
Beach Volleyball Courts	2	EA	\$10,000.00	\$20,000.00	
Marina Grading	1	LS	\$250,000.00	\$250,000.00	
Site Furnishings	1	LS	\$50,000.00	\$50,000.00	\$2,000 per bench, \$1,500 per trash, etc
				<b>Sub-total</b>	<b>\$1,061,150.00</b>
Planting					
Shrub Bed with Irrigation	21,750	SF	\$6.00	\$130,500.00	assumes re-do all planting beds
Lawn and irrigation	100,000	SF	\$3.50	\$350,000.00	
3" Caliper Tree	40	EA	\$500.00	\$20,000.00	placeholder
				<b>Sub-total</b>	<b>\$500,500.00</b>
Structure					
Regional Trail Head	1	LS	\$50,000.00	\$50,000.00	
Pedestrian Light	13	EA	\$3,000.00	\$39,000.00	
				<b>Sub-total</b>	<b>\$89,000.00</b>
Demo					
Demo Existing Marina	80,000	SF	\$0.50	\$40,000.00	
Demo Existing Boardwalk to Docks	6,500	SF	\$2.50	\$16,250.00	
				<b>Sub-total</b>	<b>\$56,250.00</b>
<b>Sub-total 2.1 Shaver Park</b>					<b>\$1,706,900.00</b>
<b>2.2 Shaver Park Parking Lot and Roadway Changes</b>					
Hardscape					
Conc Curb and Gutter	2,650	LF	\$20.00	\$53,000.00	
Flush Curb at Edge of Road	3,000	LF	\$15.00	\$45,000.00	
Ipe Wood Bridges over WQ Band	4	EA	\$10,000.00	\$40,000.00	
Asphalt roadway	88,000	SF	\$2.50	\$220,000.00	
6" Concrete Walk In Parking	1,600	SF	\$14.00	\$22,400.00	
Parking Lot Striping	88,000	SF	\$0.10	\$8,800.00	
Water Quality Band	125	LF	\$315.00	\$39,375.00	(assumes bath-tub)
Utilities	1	LS	\$100,000.00	\$100,000.00	
				<b>Sub-total</b>	<b>\$528,575.00</b>
Planting					
Water Quality Band Planting	1,650	SF	\$6.00	\$9,900.00	
Shrub Bed with Irrigation	9,570	SF	\$6.00	\$57,420.00	
3" Caliper Tree	62	EA	\$500.00	\$31,000.00	budget
				<b>Sub-total</b>	<b>\$98,320.00</b>
Structure					
Street Light	24	EA	\$4,000.00	\$96,000.00	
Pedestrian Light	8	EA	\$3,000.00	\$24,000.00	
				<b>Sub-total</b>	<b>\$120,000.00</b>
Demo					
Demo Existing Conc. Sidewalk	25,000	SF	\$1.00	\$25,000.00	
Demo Existing Conc Curb	3,100	LF	\$15.00	\$46,500.00	
Demo Existing Asphalt Road	88,500	SF	\$0.35	\$30,975.00	
				<b>Sub-total</b>	<b>\$102,475.00</b>
<b>Sub-total 2.2 Shaver Park Parking Lot and Roadway Changes</b>					<b>\$849,370.00</b>
<b>2.3 Walker Street Railroad Crossing</b>					
Hardscape					
Pre-cast Wall at Ramp	100	LF	\$200.00	\$20,000.00	
Ramp (Ipe Wood On Grade)	250	SF	\$50.00	\$12,500.00	
Railroad Crossing Safety Enhancement	1	LS	\$350,000.00	\$350,000.00	add \$100,000 to create a new crossing
Plaza at Crossing	500	SF	\$20.00	\$10,000.00	upgrade from concrete
				<b>Sub-total</b>	<b>\$392,500.00</b>
<b>Sub-total 2.3 Walker Street Railroad Crossing</b>					<b>\$392,500.00</b>





1  
2  
3  
4  
5  
6  
7  
8  
9

**WAYZATA CITY COUNCIL**  
**DRAFT-WORKSHOP MEETING MINUTES**  
**April 5, 2016**

10  
11  
12  
13  
14  
15  
16  
17  
18  
19

**5:00 PM DISCUSS CONCEPT PLANS FOR REDEVELOPMENT OF 201-259 LAKE STREET E.**

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: Interim City Manager Reeder, and Director of Planning & Building Thomson.

Mr. Thomson stated that the property owners have submitted concept plans for redevelopment of the properties at 201, 235, 253 and 259 Lake Street East. He stated that in 2015, the City Council held several workshops with the property owners and the 2015 concept plans included three story buildings with office and commercial uses on Lake Street, and structured parking on the back of the buildings. Mr. Thomson stated that the property owners would like to discuss City public financing assistance on the project in the form of Tax Increment Financing (TIF) for the purposes of building structured parking in the rear portion of the properties. The parking would be utilized for the business tenants during the work day, but could have a public easement over it to allow public usage of the parking in the evening and on weekends.

Neil Weber, Weber Architects, and Pat Hughes presented the development concept for the properties, and indicated that the plans were intended to provide an overall development program for the redevelopment in order to start discussions with the City about potential public parking opportunities. Mr. Weber and Mr. Hughes asked that the City Council consider allowing them to work with City staff on preliminary TIF estimates for the project, which would be brought back to the City Council for further discussion and direction.

The City Council provided feedback on the development concept and directed staff to prepare a preliminary TIF estimate. The City Council requested that the TIF estimates and further details of a private/public partnership be brought back to them at a future meeting.

The workshop meeting was adjourned at 5:30 pm.

Respectfully submitted,

Becky Malone  
Deputy City Clerk

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  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

**WAYZATA CITY COUNCIL**  
**DRAFT - MEETING MINUTES**  
**March 15, 2016**

**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: Interim City Manager Reeder and Director of Planning and Building Thomson.

Mayor Willcox reported that Council met in Workshop prior to the meeting to discuss the new design options for the Mill Street Parking Ramp. There will be an open house in Council Chambers on Wednesday, March 16, at 6:30 p.m. beginning with a short presentation and a time for the public to provide feedback on the design options.

**AGENDA ITEM 2. Approve Agenda.**

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

**AGENDA ITEM 3. Public Forum – 16 Minutes (3 minutes per person).**

**a. State Senator David Osmek – Update on the Legislative Session/Offering Assistance to Wayzata**

Senator Osmek was not present at the meeting.

**b. Presentation of Proclamation to the Wayzata High School Boys' Hockey Team State Champions**

Mayor Willcox introduced the Wayzata High School Boys' Hockey Team and congratulated them on their state championship title. After team members shared about the season, Mayor Willcox read and presented a proclamation to the team.

**c. Bushaway Project Update – Jack Amdal**

Jack Amdal provided an update on the Bushaway Project landscaping. He stated the Eastern Gateway intersection is where Bushaway Road, McGinty Road, and Eastman Lane intersect. The goals of the Eastern Gateway are to support new walking and biking trails, feature a multimodal mobility connection hub, provide amenities at the new Crossroad's Trailside Rest Area, and bring in visitors to Wayzata's business center. They are in discussion with Cargill Corporation and Great River Greening in partnering with Wayzata to kick off planting on Earth Day 2017.

Mr. Amdal stated in order to meet the goals of the Lake Effect values, Wayzata Comprehensive Plan, and Strategic Plan of Wayzata, some hardscape features are needed at the Eastern Gateway, which total about \$40,000.

Mr. Tyacke asked if there is any funding from Three Rivers Park District. Mr. Amdahl stated they met with them but they could not provide any funding for at least five years. They are able to possibly help with funding for trees, but not hardscape.

Mr. Mullin thanked Mr. Amdal for his leadership.

Mrs. Anderson stated the group has worked hard and their work supports the City's initiatives to make an unbelievable first impression into Wayzata. Additional funding help is needed to complete this project and the City may need to look at using some of it surplus.

Interim City Manager Reeder stated this funding request could be considered in the meeting next Monday when considering the 2015 budget surplus.

**d. Presentation of 2015 Fire Department Annual Report and Update on Second Call Fire Department**

1 Fire Chief Kevin Klapprich reported in 2015 the Wayzata Fire Department had 285 calls for  
 2 Service. The Department currently has 25 members with 8 eligible for retirement. Due to the  
 3 purchase of additional equipment, and upgraded water mains and fire hydrants, the City moved up  
 4 from a Class 5 to a Class 4, which should be reflected on homeowner’s insurance rates.

5 Mrs. McCarthy asked what efforts have been made to recruit additional firefighters. Fire  
 6 Chief Klapprich stated an announcement has gone out and they are in the process of putting together  
 7 a recruitment video.

8 By request of Mrs. Anderson, Fire Chief Klapprich explained there are 25 firefighters and  
 9 the Department can have up to 30 firefighters. They are looking for people who can respond during  
 10 the day. Chief Klapprich stated that the fire department will provide the training and the gear.

11 Fire Chief Klapprich reported on Second Call. The funds from this organization are raised  
 12 through membership dues and donations, and are used primarily for unbudgeted fire equipment.  
 13 The Annual Meeting will be held on May 16 at 6:45 p.m. at the Fire Station.

14 Mayor Willcox thanked Fire Chief Klapprich and the Fire Department for all their work.

15 Interim City Manager Reeder stated it costs a city the same for a full-time fire fighter as it  
 16 would for a police officer. The amount that Wayzata is saving by having a volunteer fire department  
 17 is huge.

18  
 19 **e. Roundabout Traffic Concerns - Lisa Penningroth**

20 Lisa Penningroth, 1030 Lake Street East, stated there are a lot of issues with drivers racing through  
 21 the neighborhood and going through the stop sign. In April, she will be presenting the Council  
 22 with a petition for speed humps, in an attempt to slow down the traffic. Online maps such as Google  
 23 also need to be updated as they are directing people to go illegally through the roundabout and  
 24 better signage is needed directing people to downtown Wayzata from Wayzata Boulevard.

25 Mrs. McCarthy thanked Ms. Penningroth and agreed something needs to be implemented  
 26 to fix to problem. She has spoken with staff and they have been trying to get through to Google to  
 27 address the map problem. She apologized to Ms. Penningroth for the treatment she has received by  
 28 people violating the traffic laws.

29 Mrs. Anderson stated additional signage does need to be placed and asked staff to look into  
 30 it.

31  
 32 **f. Lake Effect Concerns – Gretchen Piper and Kimberly Walsh**

33 Transcribed verbatim by request of Mr. Mullin:

34 Mayor Willcox: “Identify yourselves and addresses please.”

35 Gretchen: “I’m Gretchen Piper. I live at 463 Highcroft Road.”

36 Kimberly: “I’m Kimberly Walsh. I live at 495 Highcroft Road.”

37 Kimberly: “We’re two of a group who started a petition out of our concern just about how  
 38 big Lake Effect has gotten. The scale and the scope is a lot bigger than we worked on and we  
 39 anticipated. And I just want to say that for the most part, everyone who has participated is very  
 40 supportive of the Lake Effect effort to better Wayzata’s lakefront. We are not coming as NIMBYs  
 41 or naysayers; we are very supportive. But we have concerns. Most of us, and most of the people  
 42 who worked with us have been involved really since the beginning. Since the first listening sessions  
 43 and the input, we’ve been here. We’ve been putting dots on maps for a long time and really have  
 44 been excited about this. Our effort is not to derail it at all. It’s just to voice concerns of our  
 45 community with the pace and price of where Lake Effect has gone. We are very concerned in  
 46 particular, about ongoing operations and maintenance, which in its current estimates just for Lake  
 47 Effect was a 23% increase in the annual budget for the City. That was without the \$19 million of  
 48 capital and without the proposed parking structure, either the capital for that or the maintenance,  
 49 and now we find out we will have increase operations and maintenance around Bushaway Road.  
 50 We really want to go back the values of Lake Effect. The access for all and the design matters,  
 51 stewardship of our natural resources and our financial resources, and specifically, we are still

1 getting signatures on a petition, and Kimberly will speak a little bit more to that. The petition  
2 addresses the following: To scale down the design and budget to focus on trail connectivity, parks,  
3 traffic, and public safety for our small town, not a destination resort or attraction; include specific  
4 development restrictions to preserve that physical and visual lake access which we've missed on  
5 with some recent projects; perhaps to bring Lake Effect to a referendum vote, or at least to scale  
6 back the phasing on it."

7 Kimberly: "I was just going to update you. I've heard that you got emails when the petition  
8 is signed and we didn't realize that we were supposed to be delivering the petition to you so I know  
9 you are pretty up to speed. We currently have 138 signatures of other concerned citizens and most  
10 are questioning the recent ballooning of the project. So I think that most of the people can add  
11 comments. I'm not sure if you've seen that, but we will deliver those too. The comments were  
12 interesting and they are not extreme. They feel the way we felt in starting it, but measured with two  
13 main focuses: the financing, the ongoing cost, and overdeveloping. And I just have a comment or  
14 two that I pulled. One was 'the City is losing its small town charm at a rapid pace. Retail is sitting  
15 empty and huge massive buildings are replacing our once cottage feel.' Another was 'I am  
16 concerned about financing, both initial and ongoing for this project, the effect on our ecosystem,  
17 and losing the real appeal of our beloved small town.' So again, we'd love to respectfully ask you  
18 to go back to the original intent of the Lake Effect, which in the current plan Phase 1 and 1A are  
19 fantastic. We are just questioning how big and expensive it's become. We want to preserve the  
20 small town charm and see that the later phases seem out of proportion to not only the size of the  
21 town, but what we can support. And we are asking you to explain how we plan to support that in  
22 very concrete terms. Because a lot of people are concerned about their taxes, or even the businesses  
23 and their taxes, and we know how expensive it is to have a business here. That's where we are  
24 seeing most of the concerns coming up. So that's it for now. We will update you."

25 Gretchen: "Our intent was to just let the petition run until the agenda is set and your vote  
26 is coming up. It looks as if we will just continue to get more signatures on it and I understand that  
27 you are getting updates on that fairly frequently. So I think you'll be apprised of it and I guess, if  
28 you had any questions for us."

29 Anderson: "Not necessarily for you, but I think maybe Doug, you could enlighten everyone  
30 as well as Kim and Gretchen what the next plan is that Lake Effect would come before the Council  
31 and opportunities for people to hear what the process may be rolling forward. I think that would be  
32 helpful and educational for all."

33 Reeder: "I don't know that I can express exactly our plans. The schedule right now is that  
34 the final schematic drawings will be given to the City the first week in April. So the earliest that it  
35 would come to the Council would be the second meeting in April for any action. Staff is now  
36 working on crafting the kind of response choices the Council would have at that point. What to do  
37 with that final plan and how we approach moving forward. Clearly, you put so much effort into this  
38 whole Lake Effect thing over the last many, many years that it needs to, I think after you get the  
39 schematic drawing, we need to look at what can be done in the future. Certainly we've looked at  
40 the idea of a conservancy, which the Council has already approved in concept. I think there are  
41 some more steps coming up that I don't think I am able to give you tonight a detailed calendar of  
42 events. But, clearly I do think it will be discussed at the second meeting in April, on April 19."

43 Anderson: "Are you anticipating just a discussion type of format or are you suggesting  
44 there would be a vote on something? I think that's what people are trying to understand. Or are you  
45 still not sure yourself?"

46 Reeder: "Certainly we are not going to move forward with a project at that meeting. That  
47 is not going to happen. What I would see you doing is talking about the plan that is presented to  
48 you and accepting that plan. Which means okay we got it. Thanks for doing your work Civitas.  
49 You've completed your contract and now the Council will try to figure out how we move from  
50 there toward whatever action the Council would want to take."

1 Anderson: “Accepting a plan or voting on accepting that plan. Because that can be a big  
2 difference in how things are moving forward and accepted. Because if there is a design scheme that  
3 is accepted and voted on by the Council, and there are other steps that then roll out. And that, I  
4 think, is where people are looking for and understanding. Other things come into play that follow  
5 if a design scheme is voted on and accepted by Council.”

6 Reeder: “The only thing I can say is that my thought is that you would accept the plan that  
7 is being presented to you and any other action taken will be decided on by the City Council in the  
8 future. By accepting the plan, I don’t envision you are taking any action except saying yes we  
9 accept the plan which is part of the contract.”

10 Willcox: “Thank you for doing your work.”

11 Reeder: “You’ve also accepted your comprehensive plan. Have you gotten down the next  
12 day and done everything the comprehensive plan says you should? No. These are long range plans  
13 which the City prepares and adopts and as we have money and ideas, we move forward with  
14 separate projects.”

15 Willcox: “Let me, if I could clarify a little bit. When the St. Paul Riverfront Corporation  
16 did its work when they were blue-skying what could be, what were the possibilities along our  
17 lakefront, we accepted their plan. We said thank you very much. It didn’t say we were going to do  
18 all of that because that plan was a \$47 million Christmas tree of stuff. I would envision this would  
19 be somewhat similar. We would say thank you very much. Here is the plan. We’re not going to do  
20 anything on that plan until we have funding in place. And we’ve made it very clear that we won’t  
21 be looking for funding that places the burden on the taxpayers. So the purpose of the conservancy  
22 that we would likely vote on to set up quickly or not, would be primarily fundraising. And if they  
23 are successful, then maybe you bite off a little bit here, a little bit there. There is no urgency to  
24 build this thing out. We need feel our way to see what’s working and what’s not working. There is  
25 a lot of regulation we still don’t know about.”

26 Gretchen: “I think that perhaps you are not hearing what the point of the petition is. Which  
27 is to say, we don’t like this becoming the plan that we are striving to achieve. It has gotten bigger  
28 than the original intent and the listening sessions that were involved in creating it. Our concern is  
29 that by moving forward, I agree you can accept the plan. But if you accept to go forward with the  
30 plan, and in form the conservancy to making it a reality, it becomes the de facto master plan. And  
31 what we are saying is no. It’s too big. This is not the small town of Wayzata. And now is the time  
32 to say it’s just gotten too big. And lots of pieces of it are absolutely wonderful. We are urging you  
33 to consider whether you need to accept the whole plan.”

34 Willcox: “Well, it would be helpful to us if you would tell us what it is that you like and  
35 what it is that you don’t like.”

36 Gretchen: “I think in our letters to you that we have. Phase 1 and Phase 1A are clearly in  
37 line with the original intent with Lake Effect. Phase 2 is really big and scary.”

38 Anderson: “So maybe a suggestion is that at the second meeting in April that there is  
39 presentation of what those schematics and the plan is. But the acceptance of the plan is held off  
40 until there is an opportunity for people to come forward and have more of a public hearing, public  
41 forum per se, either at that meeting or the first meeting in May where they can present what their  
42 concerns are with that plan. That was my point I was trying to get at. We accepted the St. Paul  
43 Riverfront framework, and that did become the kind of marching orders in concept for where we  
44 are today. There was a lot of money spent and things kind of grew out of that, that wasn’t  
45 necessarily the feel and expectations that I’m hearing from a very large portion of this community.  
46 I think we’ve all heard the same from people. So, I think they are asking to slow down and give  
47 them the opportunity to hear them out more, in feedback too, what is being presented by Civitas,  
48 before we do accept that plan. Maybe there are suggestions from staff on how we can go forward  
49 and do that and allow the community to engage, which is one of the values of Lake Effect, and let  
50 them engage so they have the opportunity to provide their feedback. That’s what I hear them saying  
51 in all the emails and letters. Maybe there are suggestions staff can make to that.”

1 Reeder: “Mr. Mayor, clearly I think there are some good ideas there. In fact, maybe the  
2 direction would be, however we accept it, that we would then concentrate on Phase 1 or Phase 1A,  
3 which I am hearing is very acceptable. So that we bite it off in chunks somehow.”

4 Willcox: “I think that has merit. But I would also point out that we have had very little  
5 input, the Council itself, on where this has gone. This has been a community driven effort. The  
6 design teams have been operating based on what steering committees, technical committees, the  
7 different group that we put together, have told them to do. So the designs they presented to use  
8 reflect what the community told them. Now it may not be everybody in the community, but it was  
9 certainly a cross section. I’m happy to hear what the issues are, and tweak it accordingly, but this  
10 isn’t our doing. This is what the community told them they wanted. We are going to have to sort  
11 through that somehow.”

12 Kimberly: “There is a large part of the community speaking to you right now saying this  
13 is not what we want. And I think it is very different the plan from several months ago to what was  
14 presented in February. That was very different. So I don’t know where the committees went from  
15 sort of the Plan 1 and 1A, which seemed very feasible, and then all of the sudden two to three  
16 months later what was presented in February was different. So was that all the committees changing  
17 it?”

18 Willcox: “That is all they heard from.”

19 Mullin: “I’d just like to comment, I appreciate the feedback. I think it has been very  
20 valuable. I think what I hear you saying is that we need to separate the work of Civitas from an  
21 endorsed plan forward. So I’m comfortable separating those two. It’s much like the Mayor said.  
22 We have a body of work that we are accepting and I think we need to make it very clear in the  
23 resolution that we are not, by accepting that work, endorsing the phasing recommendation.  
24 Endorsing every element of the project. I think that’s important to document. Because as the Mayor  
25 said, there needs to be further input from public, further input from this Council as to, do we agree  
26 with the priorities in all the elements of the project. I don’t want to speak for anyone else, but  
27 speaking for myself, that’s the way I always envisioned it. And I agree with you, there could be  
28 unintended consequences from a heavy handed resolution that says this is the work and we shall  
29 go forth for the next ten years and build out every element of it. I don’t think that is a responsible  
30 thing to do from a policy perspective. For one very simple reason, we don’t have the funding to  
31 build any of it. So I think there has to be that balance. I think we can achieve that through each of  
32 these Council Members either working with staff or in a workshop or another public meeting  
33 expressing what our preferred intent is to drive consensus among this Council and then that forms  
34 the resolution. That’s how I see it. And then there’s a next step. We all have to have consensus  
35 about what those specific next steps are. Are we going to launch the conservancy? We’ve only  
36 endorsed it in concept. What are the implications of that, etc. So I think you had very valuable  
37 input, well intended, and very appreciated.”

38 Anderson: “Do you ladies understand what the takeaways are and next steps? Just so you  
39 have a clear understanding when you go back to your group.”

40 Gretchen: “I think so, but we will get updated. We all receive the emails from Lake Effect  
41 and we will be looking for those opportunities to provide input and taking the show on the road as  
42 it is understandable, but it’s rubbed a lot of people the wrong way because a lot of elements that  
43 concerned this group of people have been removed from the presentation and that’s concerning  
44 because different audiences are hearing slightly different information and there is no one there  
45 recording comments. They are not open meetings. A workshop might make sense. I understand you  
46 need to move forward and accept work that’s been completed, but it doesn’t need to become the  
47 design scheme. It doesn’t need to become the de facto master plan that we are following and that  
48 the conservancy is charged with executing. That’s concerning. And frankly, the design doesn’t  
49 address a lot of the very big reasons that we started in the first place. We have world class trail  
50 systems at our door step and this does not connect them. It does address a lot of the public safety  
51 conflicts that we have. We have heard about it tonight. Between Lake Street and Bushaway Trail,

1 guess what, that is where the roundabout is. And we are not connecting the Dakota with the  
2 Bushaway Trail. These are huge assets in our community. This has been separated from the  
3 proposed parking structure, and yet the last time I heard the presentation, one of the objectives of  
4 Phase 2 was to add parking for the Dakota Trail. If we are building a parking structure right along  
5 the bike route, maybe that could be parking for the trail. So there is just a little bit more work that  
6 needs to be done to pull it together and bring it where we started, why we set off on this mission to  
7 begin with.”

8 Anderson: “So I’d like to make a suggestion that staff and I look for my colleagues to  
9 provide their feedback. I think we need to give people ample opportunity to respond to the final  
10 design plan and things and how they’d like to see the City move forward. I know there’s been many  
11 meetings. I’ve been part of all of them from the very beginning except for this last little phase. I’ve  
12 heard the feedback and I have to disagree to a point where there was a lot of community engagement  
13 and participation that was not always represented and provided. This community feels very strongly  
14 about the positive things it already has and wants to enhance. I think everybody is on the same page  
15 with improving what we have, but it’s to what degree. Maybe that conversation needs to happen  
16 even more. We have to provide our constituency even more opportunity to do so. I know from  
17 observation that even at one of the steering committee meetings recently, one of our State  
18 Representatives made comments that we should go to the constituents. So let’s go to the  
19 constituents, let’s hear what they have to say, and then let’s adapt and transition into what would  
20 be a positive for all. Nobody I’ve talked to is against anything for Lake Effect. That’s our common  
21 ground we get to start on. Let’s just figure out how to move forward so that everyone is rowing the  
22 same direction down the stream. So if that means something happening at the second meeting in  
23 April, or if it doesn’t formally go onto the agenda, you are more than welcome to invite people  
24 during the public forum at that meeting as well to speak. But I’d like an opportunity to also speak  
25 my thoughts on the design. I think all of us will have the opportunity to do so on this Council, but  
26 we have to give that opportunity to our constituents. So, I propose to do that. For the second  
27 meeting, if that’s when you are going to present for the design process.”

28 Mullin: “So we are in the Public Forum of this meeting where we haven’t noticed a  
29 conversation about Lake Effect and taking action. I think your feedback is very well intentioned  
30 and received. I don’t think it’s appropriate for this body to take action or make recommendations  
31 when we haven’t even noticed the public we are going to be talking about Lake Effect. This is more  
32 directed at the Council. We need to stick to the process of what’s on the agenda, are we taking  
33 action, are we providing staff feedback and direction. I welcome that being on a future agenda, but  
34 it’s not appropriate from my view to do it in a public forum when we haven’t even noticed the  
35 topic.”

36 Anderson: “That’s a great point, and I’ll do it in item No. 4 where Councilmember’s get to  
37 suggest new agenda items. I’ll do it there.”

38 Tyacke: “I do have one question while you are up here. About the petitions, because I’ve  
39 been getting these pings on my email 24/7, so I do read them. I’ve noticed a lot of the signers are  
40 from outside the City and outside the State in some cases. Is it your intent to take this general input  
41 from all over wherever?”

42 Gretchen: “No. I noticed there are a couple from Long Lake.”

43 Mullin: “There is 18. I counted.”

44 Gretchen: “Yeah and there are some couples that signed as one so there is that conflict. I  
45 would note, however, that through the comments, with the listening sessions and the opportunity  
46 to provide feedback, we had signs up on the street during James J. Hill Days and anybody could  
47 comment. They’ve never asked anybody where they lived or what their address is ever in any of  
48 the listening sessions.”

49 Mullin: “They had a log that everyone signed in on.”

50 Anderson: “To that point. We are making this a regional attraction and asking for regional  
51 and State money so people can consider Wayzata their little main street and small town whether

1 you live directly in Wayzata or not. So I think we are splitting hairs to some degree. If people just  
 2 want to provide their input or feedback, they have the right to do that. If we have to enter a process  
 3 with counting signatures and some type of process, then we'll take that on."

4 Willcox: "Let's not get into the weeds here. Just be confident that we are not running off  
 5 halfcocked on this thing and we will take a very measured and careful approach. We've heard you,  
 6 we will address that, and we will give you an opportunity to have input and we'll get to a pleasant  
 7 place together."  
 8

9 **g. Mill Street Parking Ramp – Cathy Iverson**

10 Cathy Iverson, 220 Central Avenue S., stated Central Avenue and Circle A Drive will also be  
 11 coming with a signed petition for speed humps in their neighborhood. She thanked the Council for  
 12 the actions they have taken so far to help with the traffic problem.

13 Ms. Iverson stated she cannot see where there is a parking problem and asked the Council  
 14 to slow the project down. She asked how many stalls will be reserved for valet parking and who  
 15 will pay for them. Mayor Willcox stated it will operate the same as Edina does with 50<sup>th</sup> and  
 16 France. Mr. Mullin explained the rules and criteria for who pays for what has not yet been  
 17 established. Ms. Iverson stated she has concern that the cost of the parking will get passed on to  
 18 the person leasing the retail space, which will drive up retail costs and negatively impact businesses.

19 Mrs. McCarthy stated one of the concerns the Council has discussed is what will the end  
 20 cost be to the business owner who is part of the mobility district. Mrs. McCarthy stated it is a very  
 21 complicated system that is still being worked out.  
 22

23 **AGENDA ITEM 4. New Agenda Items.**

24 Mrs. Anderson suggested at the second meeting in April when Civitas presents the Lake Effect  
 25 plans, there be a public forum to allow the public to give feedback and ask questions, before any  
 26 action is taken on the plans.

27 Mr. Mullin suggested having a Workshop where the Council is allowed to comment and  
 28 give staff input on what the resolution would look like and what specifically the Council should  
 29 take action on. Mr. Tyacke agreed. Mrs. Anderson stated this discussion needs to happen in a  
 30 public meeting where it is recorded, not in a Workshop. Mayor Willcox stated a Workshop is the  
 31 best way to wrestle through what the resolution might say. Mrs. McCarthy stated whatever  
 32 direction is decided, she would like the chance to study what is being presented.

33 Mayor Willcox suggested they schedule a Workshop to discuss what a resolution would  
 34 look like. After that, Civitas can make a presentation at a Council meeting and the Council would  
 35 open up that meeting to allow the public to give feedback, and then the Council could take action  
 36 on a resolution at the following Council meeting in May. The Council agreed.  
 37

38 **AGENDA ITEM 5. Consent Agenda.**

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

- 40 a. Approval of City Council Workshop Minutes of February 22 and March 2, 2016 and City
- 41 Council Regular Meeting Minutes of March 2, 2016
- 42 b. Approval of Check Register
- 43 c. Municipal licenses which received administrative approval (informational only)
- 44 d. Police Activity Report
- 45 e. Building Activity Report

46 The motion carried 5/0.  
 47

48 **AGENDA ITEM 6. New Business.**

49 None.  
 50

51 **AGENDA ITEM 7. City Manager's Report and Discussion Items.**

1 **a. Other**

2 Council will meet on March 16, 2016, at 4:00 p.m. to discuss the City Manager candidates.

3 There will be a public open house on the proposed Mill Street Parking Ramp Design on  
4 March 16 at 6:30 p.m.

5  
6 **AGENDA ITEM 8. Public Forum Continued (as necessary).**

7 There were no comments.

8  
9 **AGENDA ITEM 9. Adjournment.**

10 Mr. Mullin made a motion, seconded by Mr. Tyacke to adjourn. There being no further business,  
11 Mayor Willcox adjourned the meeting at 8:53 p.m.

12  
13 Respectfully submitted,

14  
15  
16  
17 Becky Malone  
18 Deputy City Clerk

19  
20 Drafted by Shannon Schmidt  
21 *TimeSaver Off Site Secretarial, Inc.*

DRAFT

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  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

**WAYZATA CITY COUNCIL**  
**DRAFT - MEETING MINUTES**  
**April 5, 2016**

**AGENDA ITEM 1. Public Meeting.**

**a. Open Local Board of Appeal and Equalization Meeting**

Mayor Willcox called to order the Local Board of Appeal and Equalization meeting at 5:40 p.m. Members presents: Willcox, Anderson, McCarthy, Mullin, and Tyacke.

Assessor Distel described his work as the City assessor for residential properties in the City. Assessor Distel noted that Josh Hoogland was in attendance to represent Hennepin County, which assesses apartments and commercial property in the City. Assessor Distel reported on the changes of home values in Wayzata in the last year: 1) Residential homes off the lake increased 5.1% and homes on the lake increased 3.9%; 2) Townhomes increased 4.4% and condos increased 2.6%; and, 3) Commercial properties increased 3.3% and apartment values are up 7.1%.

Mayor Willcox asked if the property values in Wayzata are rising more quickly or less quickly than the rest of Hennepin County. Assessor Distel stated Hennepin County property values have risen about 4%, so Wayzata is about average.

**b. Hear Appeals**

The Council considered the appeal of David Heil on the valuation of 190 Gleason Lake Road.

Assessor Distel stated that Mr. Heil was planning to attend, but was not present. He reported there were some large adjustments on Mr. Heil's street, but his property was one of the smaller increases. He received a valuation of \$445,000 last April from the County and the value is now at \$473,000. His house value went up \$2,000 with the rest of the increase on the land. Mr. Hoogland suggested voting no change so that Mr. Heil could continue in the process with the County.

Mrs. Anderson made a motion, seconded by Mr. Tyacke, to affirm and maintain the Estimated Market Valuation of \$473,000 at 190 Gleason Lake Road, PID# 05-117-22-13-0014. The motion carried 5/0.

The Council considered the appeal of Ralph and Lindsay Bashioum on the valuation of 461 Peavey Lane.

Assessor Distel stated Mr. and Mrs. Bashioum called him too late to change the value on their home and that is why it is before the Board. He recommended reducing the original value of \$871,000 to \$805,000. This change reflects some recent sales in the area that were low.

Mrs. McCarthy made a motion, seconded by Mr. Mullin, to reduce the Estimated Market Valuation at 461 Peavey Lane (PID# 01-117-23-31-0011) to \$805,000. The motion carried 5/0.

The Council considered the appeal of Celia Threlkeld on the valuation of 353 Park Street East.

Assessor Distel stated he met with the property owner today. She had some recent improvements and is unsatisfied with the valuation. However, due to the late notice, Assessor Distel was unable to recommend any change on the property and suggested the Council vote no change on the property so that Mrs. Threlkeld could continue in the process with the County.

Mrs. Anderson made a motion, seconded by Mr. Tyacke, to affirm and maintain the Estimated Market Valuation of \$477,000 at 353 Park Street, PID# 06-117-22-21-0042. The motion carried 5/0.

Assessor Distel read a statement from Mavis Frost. It stated she pays \$4,500 a year for property taxes, which is about \$375 a month, and it is too much.

1 The Council considered the appeal of the Estimated Market Valuation of the property of the Blue  
2 Point Restaurant at 739 Lake Street East.

3 Mr. Hoogland reported he met with the property owner, Charlie Schoen, and agrees the  
4 property requires substantial capital improvements. Its current valuation is \$844,000 for the land  
5 and \$209,000 for the building, with a total property valuation of \$1,053,000. Mr. Hoogland  
6 recommended increasing the land valuation to \$947,000 and reducing the building valuation to  
7 \$1,000 for a total property valuation of \$948,000.

8 Mrs. Anderson stated given its intended use and what it would take to bring that property  
9 back to that use, she agrees with the analysis.

10 Mr. Mullin asked for the comparables that were used in this analysis. Mr. Hoogland  
11 stated they were done with land sales throughout Wayzata and the new valuation reflects a 35%  
12 increase in the land value.

13 Mr. Tyacke made a motion, seconded by Mrs. Anderson, to reduce the Estimated Market  
14 Valuation at 739 Lake Street East (PID# 06-117-22-42-0014) to \$948,000. The motion carried  
15 5/0.

16  
17 Assessor Distel stated he planned to retire and it has been an honor to serve the City of Wayzata  
18 for 27 years. The Council thanked him for his work.

19  
20 **c. Adjourn Local Board of Appeal and Equalization Meeting**

21 Mayor Willcox adjourned the Local Board of Appeal and Equalization Meeting at 6:10 p.m.

22  
23 **AGENDA ITEM 2. City Council Meeting.**

24 Mayor Willcox called the meeting to order at 7:00 p.m.

25  
26 **AGENDA ITEM 3. Roll Call.**

27 Council Members present: Willcox, Anderson, McCarthy, Mullin and Tyacke. Also present:  
28 Interim City Manager Reeder, City Attorney Schelzel, Director of Public Service Dudinsky, Chief  
29 of Police Risvold, and Director of Planning and Building Thomson.

30  
31 Mayor Willcox reported prior to the meeting, Council sat as the Local Board of Appeal and  
32 Equalization, and referred the case of three properties on to Hennepin County. In Workshop,  
33 Council reviewed possible redevelopment concept plans for 201-259 Lake Street East presented by  
34 a group of property owners.

35  
36 **AGENDA ITEM 4. Approve Agenda.**

37 Mr. Tyacke made a motion, seconded by Mrs. Anderson, to approve the agenda, as amended to  
38 include the introduction of Troy Hoefker in the Public Forum section of the meeting, and to include  
39 Consent Agenda Item 7g. for Approval of Resolution No. 08-2016 in Support of Legislation  
40 Funding Safety Improvements for U.S. Highway 12. The motion carried 5/0.

41  
42 **AGENDA ITEM 5. Public Forum – 16 Minutes (3 minutes per person).**

43 **a. Introduction of Troy Hoefker and Bennett Myhran, New Parks Department  
44 Employees**

45 Director of Public Works Dudinsky introduced Troy Hoefker and Bennett Myhran and stated the  
46 Parks Department now has four employees. The Council welcomed the new employees.

47  
48 **b. Bushaway Road – Terry Huml**

49 Terry Huml, 293 Grace Point Court, stated she sent a letter to Hennepin County Commissioner Jan  
50 Callison about the upcoming Bushaway Road closure and read Ms. Callison’s response to the  
51 Council. She asked the Council if the City can do anything to prevent the County from closing

1 Bushaway Road when it is not known when the work will begin, how long it will take, and when  
 2 it will be reopened. She also wanted to make sure the Council and City staff understand how  
 3 devastating this road closure will be at this time, and suggested the County do the project at the end  
 4 of the construction season.

5 Director of Public Service Dudinsky stated the signs for the detours are up, and suggested  
 6 meeting with the County Director of Public Works Jim Grube.

7 Mrs. Anderson stated the complexity of this type of construction is not as easy as it looks.  
 8 If the project is delayed again, all the other pieces involved with the project are delayed as well.  
 9 The ramifications to alter the schedule can be more devastating in the long run than to deal with  
 10 what has been planned for many years.

11 Mrs. Huml stated the road closure is for a crane to be placed to install pilings along the  
 12 lake. The work itself is only a 10 to 14 day project, but they want the road closed for six to eight  
 13 weeks.

14 Mayor Willcox directed Mr. Dudinsky to request a meeting with Mr. Grube to discuss the  
 15 concerns.

16 Mr. Mullin suggested the County publish a detailed schedule of the construction period  
 17 and asked if the County has thought through ways to relieve the impact of the closure.

18 Mr. Tyacke stated he is sympathetic to the business owners and asked if they can do one  
 19 lane at a time or explore bypass options.

20  
 21 **c. Lake Effect – Mary Bader**

22 Mary Bader, 117 Peavey Lane, stated she recognizes the amount of time invested in the Lake Effect  
 23 project. She requested the Council consider two questions before any decisions are made: 1) Do  
 24 you really know you have the support of the majority of residents? 2) Do we have a realistic,  
 25 sustainable finance plan for the construction and annual operating and maintenance costs of what  
 26 is built? She suggested Council hold public hearings to let people express their points of view and  
 27 consider a public referendum in November. Residents and business owners need to know what the  
 28 cost is to them before they can support anything.

29 Mayor Willcox stated Lake Effect was started as a way to enhance the lakefront for the  
 30 residents, not to attract more people for businesses.

31  
 32 **d. Maple Syruping – Cathy Carlson**

33 Cathy Carlson, 226 Minnetonka Avenue North, thanked Parks and Trails and Public Works for  
 34 another successful maple syruping event where they collected over 200 gallons of sap.

35  
 36 **AGENDA ITEM 6. New Future Agenda Items.**

37 Mr. Tyacke stated he has received calls from people interested in buying plots at Summit Hill  
 38 Cemetery, but there are none left. He requested the Council discuss an expansion at Summit Hill  
 39 Cemetery. The Council agreed to place the topic on a future meeting agenda.

40  
 41 **AGENDA ITEM 7. Consent Agenda.**

42 Mr. Willcox referenced item No. 7.g on the Consent Agenda and read the text of Resolution No.  
 43 08-2016, due to its late addition to the Consent Agenda. Police Chief Risvold reported two bills  
 44 have been introduced to both the Minnesota State House and the Senate. Both of the bills passed in  
 45 both the House and Senate Transportation hearings and have moved on to Finance. The \$15 million  
 46 funding in the bills will cover three areas of safety improvements for: 1) Highway 12 and County  
 47 Road 92 in Independence; 2) Highway 12 and County Road 90 in Maple Plain; and, 3) The center  
 48 barrier wall from Wayzata to County Road 6.

49 Mr. Mullin thanked Police Chief Risvold and staff for their focus on this funding to fix the  
 50 problems.

51 Mr. Mullin requested to pull item No. 7.a from the Consent Agenda.

1 Mrs. McCarthy referred to item No. 7.f and asked if it was for the appointment of one or  
2 two applicants. Director of Planning and Building Thomson stated it was for two applicants.

3 Mr. Tyacke requested a change on the Regular Meeting Minutes of March 15, 2016. On  
4 page 4 of the minutes, line 3, it should state public open house, not Public Hearing.

5 Mr. Mullin referred to page 2 of the Regular Meeting Minutes of March 15, 2016 and  
6 requested item No. 7.f, Lake Effect Concerns, be transcribed verbatim.

7 Mrs. McCarthy referred to the Workshop Meeting Minutes of March 21, 2016, regarding  
8 Mill Street Ramp Funding. On line 19, it states, “The Council accepted this explanation of the cash  
9 shortfall...” Mrs. McCarthy stated the word “accepted” is not an accurate representation and  
10 requested it be changed to “understood”.

11 Mayor Willcox stated the appointees to the Public Art Selection Committee are Lindsey  
12 Bashioum and Sue Gregor.

13  
14 Mr. Mullin made a motion, seconded by Mr. Tyacke, to approve the following amended consent  
15 agenda:

- 16 a. Approval of City Council Workshop Minutes of March 15, 21, and 29, ~~and City Council~~  
17 ~~Regular Meeting Minutes of March 15, 2016~~
- 18 b. Approval of Check Register
- 19 c. Municipal licenses which received Administrative Approval (informational only)
- 20 d. Approval of Municipal Licenses
- 21 e. Approval of Amendment to Food License, On-Sale Wine License & On-Sale 3.2% Malt  
22 Liquor License – Addition to Outdoor Patio at D’Amico & Sons
- 23 f. Appoint Public Art Selection Committee
- 24 g. Approval of Resolution No. 08-2016 In Support of Legislation Funding Safety  
25 Improvements for U.S. Highway 12 in Western Hennepin County

26 The motion carried 5/0.

27  
28 **AGENDA ITEM 8. New Business.**

29 **a. Consider Resolution No. 07-2016 Approving 2015 Year End Transfers**

30 Interim City Manager Reeder reported Resolution 07-2016 relates to the designated uses for the  
31 year end surplus of over \$900,000 in 2015. He highlighted the specific transfer amounts outlined  
32 in the Resolution.

33 Mrs. Anderson recalled the \$20,000 for the Parks and Trails Fund was designated for  
34 Bushaway Landscape Committee for the Crossroads Gateway. Mr. Reeder stated the Resolution  
35 shows the specific fund it goes into, but it is earmarked for the Crossroads Gateway.

36 Mr. Mullin stated the transfers related to the Parking Ramp, Parking Ramp Contingency,  
37 and the interfund loan all go towards parking which nets out at \$670,000.

38 Mr. Tyacke made a motion, seconded by Mr. Mullin to Adopt Resolution No. 07-2016  
39 Approving Year End Transfers. The motion carried 5/0.

40  
41 **b. Appeal of Tree Removal Permit Denial at 559 Harrington**

42 Director of Planning and Building Thomson reported on the history of tree removal at this property.  
43 In 2014, City Forester Klapprich approved a tree removal permit for the removal of eight trees on  
44 this property. Five of the eight trees were removed. In 2016, the property owner and building  
45 representatives met with Mr. Klapprich to request removal of the remaining three trees and an  
46 additional six significant trees on the property. A tree removal permit for these nine trees was  
47 submitted. Mr. Klapprich approved the removal of three trees for 2015 and denied the request for  
48 the other six trees. The applicant has submitted an appeal letter and supporting documents.

49 Mayor Willcox asked about the size of the remaining six trees and how long the applicant  
50 would have to wait until they could all be legally removed. Mr. Manual Jordan, City Forestry  
51 Consultant, stated the tree removal period would go until 2018 based on the different categories the

1 trees fall under. The applicant is requesting to do the removal all at once so that the new hillside  
2 planting does not have to be done in stages.

3 Mr. Tyacke asked if the tree that was leaning could be supported by guidewires. Mr. Jordan  
4 stated guidewires would not work. Another type of support system might work, but he did not think  
5 it would be worth it.

6 Mrs. McCarthy asked how many trees were removed for the project and how many new  
7 trees are in the proposed landscape plan. Mr. Klapprich stated about 94 trees were removed and  
8 126 new trees will be planted. Mrs. McCarthy asked about the site and what might be at risk if the  
9 remaining trees stay. Mr. Klapprich stated the remaining trees are not deemed hazardous because  
10 there is nothing to damage if they failed.

11 Matthew Stewart, Coen + Partners, landscape designer for the property, stated due to  
12 timing and cost, they would like to remove all the trees for which the permit was requested now,  
13 so that the landscaping can be completed at the same time as the construction of the house.

14 Mr. Tyacke asked if the caliper inches of trees removed are greater than what is being  
15 planted. Mr. Stewart answered no.

16 Attorney Schelzel clarified the decision before the Council is whether to uphold the  
17 decision of staff to deny the permit, or overrule that decision and allow the permit to go forward.  
18 Staff made an interpretation under the ordinance that the trees we not hazardous, and the Council  
19 can overrule that interpretation and direct the permit to be issued as requested.

20 Mr. Mullin stated staff interpreted and applied the code correctly. However, he supports  
21 overruling staff and allowing the permit because the applicant has made it clear they are going to  
22 landscape the property, there is going to be a net gain of trees, they are looking for efficiency in  
23 delivering the project, and putting new trees in the ground this spring gives them two to three years  
24 more to grow and enhance the property.

25 Mrs. Anderson asked about the tree replacement ratio. Mr. Thomson clarified that the tree  
26 replacement requirements being referenced are in the draft Tree Preservation Ordinance, not in the  
27 current Ordinance, and the draft Ordinance has not been adopted by the Council. Mr. Thomson  
28 stated the tree replacement ratios in the draft tree preservation ordinance are inch for inch for  
29 significant trees, and two inch for one inch for heritage trees. At a previous meeting, Council had  
30 requested staff look at these mitigation ratios more closely, and staff is working on that.

31 Mrs. Anderson thanked the City Forester and staff for following the code, but also  
32 understands the applicant's request and wants to be respectful of the neighbors to the property by  
33 not having construction go on for two years. She suggested in exchange for the three trees that  
34 would be removed, the applicant replace trees in a City park.

35 Mr. Tyacke stated it is important to hold everyone accountable to the inch per acre rule and  
36 it should be applied. Staff was reasonable in their decision and he supports it.

37 Mrs. McCarthy stated she supports the recommendation of staff.

38 Mr. Willcox stated he supports overruling staff due to the timing involved. Mr. Willcox  
39 stated that since all of the trees coming out within the next few years, taking them out all at once  
40 and doing all the planting at once makes sense.

41 Mr. Stewart stated he would be willing to discuss with his client the suggestion of replacing  
42 trees in a City park and is confident they could agree on something if it means the project could be  
43 completed this season.

44 Mrs. Anderson stated she is in support of staff's ruling, but if the applicant is willing to  
45 compromise and put replacements of trees for City property or in the parks, then she can support  
46 the appeal.

47 Mrs. McCarthy asked about the requirements of the replacement trees. Mr. Thomson stated  
48 they would want Council to clarify what that replacement requirement would be.

49 Mr. Schelzel cautioned against putting on a condition on that does not have a nexus to what  
50 is going on with the property. He suggested to get something is writing from the applicant that

1 they would be comfortable and found this condition to be reasonable. Mr. Willcox stated it should  
2 not be pursued further.

3 Mr. Jordan clarified they were following the rules City staff are supposed to follow and  
4 that is what resulted in the denial. However, he recommended supporting the applicant by allowing  
5 them to take the trees down now and finish the project.

6 Steven Streeter, Streeter and Associates, contractor for the property owner, stated the  
7 timing of the project needs to be done now. He can speak on behalf of his client and agree to donate  
8 whatever amount of trees the City requests.

9 Mrs. McCarthy thanked staff for clarifying their recommendation and prefers moving  
10 forward without additional conditions.

11 Mr. Mullin made a motion, seconded by Mrs. Anderson, to overrule the denial of the tree  
12 removal permit at 559 Harrington Road, allow the tree removal to proceed, and at the sole discretion  
13 of the applicant, they can choose to make a donation of trees to the City for planting on City-owned  
14 property. The motion carried 5/0.

15  
16 **c. Update on Process for the Use of City Property for Valet Parking**

17 Director the Public Service Dudinsky reported on the process for use of City property for valet  
18 parking. He conducted a survey of cities regarding if they allow valet parking in public parking  
19 stalls or lots. Of the ten cities contacted, only three cities have some sort of valet parking process.  
20 In response to the Council's direction on this issue, staff provided the following recommendations:

- 21 1) Permitting Process: Staff recommends the use of the City's 2016 Special Event Permit  
22 Application Form that has been modified to address Valet Parking requests.
- 23 2) Permit Fee: Staff recommends a permit application fee for Valet Parking from the fee schedule  
24 included in the 2016 Special Event Application Packet.
- 25 3) Per Parking Stall Fee: Three out of ten cities surveyed have some sort of Valet Parking process  
26 and fee.

27 Staff recommends the Council direct staff to obtain Valet Special Event Permits from each  
28 valet parking operation as soon as possible to limit the City's liability with them operating without  
29 a permit on a public right-of-way. Mr. Dudinsky reported on the three restaurants that currently  
30 use valet parking: CōV, District, and Gianni's.

31 Mrs. McCarthy asked about the parking fees that the City of Stillwater uses and what  
32 Wayzata is currently charging for valet parking. Mr. Dudinsky stated Stillwater charges per stall  
33 and per season. Wayzata does not currently charge for parking spaces and staff is recommending  
34 charging a permit fee. Staff is sensitive to the businesses surrounding where the valet requests are  
35 made so that it does not negatively impact them.

36 Mrs. McCarthy stated she has some concern with CōV using the municipal lots because  
37 those lots were paid for by the taxpayers. There is also a safety issue with the workers running in  
38 the dark trying to get to a vehicle.

39 Mrs. Anderson asked about the parking space fee and if it includes just the pick up and  
40 drop off area or where they actually park the cars. Mr. Dudinsky stated it is the pick up and drop  
41 off area. Staff believes that valet parking operations keep other spaces open for businesses because  
42 they are parking the cars away from the restaurant and keeping the closer spots available.

43 Mr. Willcox asked about Gianni's and the spots they take in the summer for uses other than  
44 valet parking. It needs to be defined how to handle valet parking and parking places being taken  
45 up by the restaurant for other uses and if there should be a separate fee for that.

46 Mrs. McCarthy stated if businesses are allocated the same number of spots that are included  
47 in the permit, she does not have a problem with how those spots are used. She does have concern  
48 when a private business uses a valet service and parks the cars in lots paid for by the taxpayers.

49 Mr. Tyacke stated the intent of valet parking is to free up parking spaces and he is in favor  
50 of continuing it. He agrees with Mrs. McCarthy that each business should be allocated the same  
51 number of parking spaces, but struggles with the fee for the spaces.

1 Mrs. McCarthy stated there had been some discussion on a price per square foot of right-  
2 of-way usage. Mr. Willcox stated of public right-of-way used for private purposes should be  
3 charged rent.

4 Mr. Mullin stated the City is going to provide a service in the central area district and spread  
5 that cost to property owners in the area. The City needs to be careful not to charge businesses for  
6 services the City is going to impose on the district, and then ask them to pay more when they are  
7 using their own resources to add their own valet service. He does not support adding more fees, but  
8 supports coming up with an equitable standard to make sure each business is treated fairly.

9 Mrs. Anderson stated it is the business' decision to use private valets and with that comes  
10 a fee to the City to cover administrative costs. If every business wants to use private valet service,  
11 a lot of prime parking spaces are taken because of that. The public rights-of-way are for the public  
12 and if a business wants to use it for a special service, there needs to be something in exchange,  
13 especially for the pick up and drop off areas. The lots where the cars are parked need to be  
14 negotiated differently.

15 Mr. Willcox stated he does not have a problem with a standard fee but is concerned with  
16 the parking spaces being taken up and if there is reasonable rent in addition to the permit fee.

17 Mr. Dudinsky stated they would recommend three valet parking stalls per business. He  
18 asked if there is a fee to park cars off site, how could that be measured, as each business parks the  
19 cars in different areas.

20 Interim City Manager stated the City of Excelsior charges \$2,900 per space and that is  
21 based on what a parking meter would make.

22 Mr. Dudinsky stated when the sidewalk goes in on the north side of Lake Street on the 600  
23 block, they have considered widening the right-of-way.

24 Attorney Schelzel asked if the City charges other fees for use of right-of-way that is not  
25 parking. Mr. Dudinsky stated they do not.

26 Terri Huml, 293 Grace Point Road, stated she spoke with someone who owns a business  
27 in Excelsior and pays for a parking space. He renegotiated with that city and now pays \$1,000, not  
28 \$2,900. Ms. Huml stated her customers and valets park in the lot behind her restaurant. She pays  
29 \$25,000 annually for use of that lot. It is important to have a couple of spots to drop people off.  
30 Otherwise, it becomes a safety issue when people stop in the lane of traffic to let people off. In the  
31 off-season, she only offers valet parking on Thursdays, Fridays, and Saturdays because there is  
32 plenty of parking available on the other days.

33 Anoush Ansari, District Fresh Kitchen & Bar, stated it makes sense to have two to three  
34 spots for a valet service. He spends \$6,000 to \$7,000 on a valet service in addition to all the other  
35 fees paid to the landlord. A valet service is for guests at a cost to the restaurant. He requested that  
36 the business owners be involved in deciding a fee because of all the fees they pay every month to  
37 operate in the City.

38 Mr. Mullin made a motion to move forward, but would like to see the fee reduced from  
39 \$150 to \$50.

40 Mr. Willcox asked how staff came up with a \$150 fee. Mr. Dudinsky stated he met with  
41 the client along with the Fire Chief and Police Chief and \$150 is what was decided on as a fair fee.

42 The motion died for lack of a second.

43 Mrs. Anderson made a motion, seconded by Mrs. McCarthy to approve the updated Special  
44 Event Permit process and a permit fee of \$150. The motion carried 4/1. (Mullin)

45 Mr. Willcox stated they will address the topic of deciding a price for the parking stalls at a  
46 later date.

47  
48 Mr. Willcox recessed at 9:08 p.m. and reconvened at 9:16 p.m.

49  
50 **d. Consider First Reading of Ordinance No. 758 – Parking Ordinance**

1 Director of Planning and Building Thomson reported on the draft amendment to the City’s zoning  
 2 ordinance relating to off-street parking and loading (City Code 801.20). He highlighted the changes  
 3 relating to minimum parking requirements, parking lot design, credits toward parking requirements,  
 4 changes in land use, calculating parking requirements, landscaping, and location. The Planning  
 5 Commission reviewed the parking ordinance amendment and recommends approval.

6 Mrs. Anderson asked about the landscaping and if the wording about the requirement of a  
 7 having a three- to four-foot hedge was too limited, especially when the parking area may be next  
 8 to a residential area. Mr. Schelzel stated this language is in the design standards and it may be too  
 9 descriptive. After discussion, the Council decided to remove the hedge or wall requirement height  
 10 requirement from the draft Ordinance.

11 Mr. Willcox asked about the reduction in the number of parking spaces required by  
 12 businesses. Mr. Thomson stated it significantly reduces the requirement for restaurant uses and  
 13 would reduce the parking requirement for retail and office uses by 25 percent.

14 Mrs. McCarthy stated there was an applicant that did not fall into any of the categories and  
 15 asked how that is handled. Mr. Thomson stated there is an existing provision in the ordinance for  
 16 non-specified uses that states the Zoning Administrator may establish the minimum parking  
 17 requirement based on similar uses in the Ordinance.

18 Mrs. Anderson referred to page 92 of the meeting packet and asked for clarification on the  
 19 numbers. She also asked if there was discussion about having too many specific uses and trying to  
 20 have more broad categories. Mr. Thomson stated the Planning Commission did not have that  
 21 discussion. The direction from the Council was to move with implementing the downtown parking  
 22 project, which only looked at retail, office, restaurant, and government uses. The City Council  
 23 could consider changes to other land uses in the Ordinance in the future.

24 Mrs. Anderson thanked staff for their work. She stated this ordinance relates to off-street  
 25 parking and the City has a lot of on-street parking. She asked if other communities include on-  
 26 street parking. Mr. Thomson stated generally other communities’ ordinances may reflect the  
 27 availability of on-street parking by reducing overall parking requirements. However, he stated that  
 28 on-street parking stalls should not be included calculating the minimum parking requirement  
 29 because on-street parking stalls are not owned by the property owner and are not dedicated to  
 30 specific businesses or uses.

31 Mr. Tyacke asked if the shared parking ratios are new or if they are the ratios that SRF had  
 32 come up with. Mr. Thomson stated they are the same except *evening weekday period for retail uses*  
 33 is reduced from 80 percent to 60 percent, and *multiple family residential uses* have been added.

34 Mr. Tyacke made a motion, seconded by Mr. Mullin, to adopt the first reading of Ordinance  
 35 No. 758-Parking Ordinance (attachment C in the City Council packet), with a change on page 136  
 36 to the section on landscaping to strike the sentence “A solid wall or dense hedge shall be no less  
 37 than three (3) feet and no more than four (4) feet in height” based on the findings in the Planning  
 38 Commission Report and Recommendation. The motion carried 5/0.

39  
 40 **AGENDA ITEM 9. City Manager's Report and Discussion Items.**

41 **a. Trees**

42 Director of Public Service Dudinsky reported the Emerald Ash Borer is now five miles from  
 43 Wayzata. There are 430 Ash trees on public land in the City, and over 2,000 Ash trees on private  
 44 property. He urged residents to be proactive, and suggested residents have their Ash trees looked  
 45 at to see if they are worth investing in protecting from the Emerald Ash Borer. If they are, residents  
 46 should consider investing in EAB treatments. If the trees are removed, they should be replaced with  
 47 a tree from a diversified stock of trees.

48 Mr. Dudinsky reported that volunteers have identified 40 Ash trees on public land in the  
 49 City that are not worth saving due to the condition of the tree, and are recommending they be  
 50 removed. He reviewed the City’s plan to replace these trees. Staff will send notices to the residents  
 51 in areas where these trees will be removed.

1 Mrs. McCarthy recommended finding every way possible to communicate about the tree  
2 removal for those that do not live on Broadway and the other areas where significant trees will be  
3 removed as well. Mayor Willcox suggested displaying signs that state the trees were being removed  
4 due to Emerald Ash Borer.

5 Mayor Willcox stated the City of Minnetonka is making available chemical treatments to  
6 help protect trees against EAB at a low cost, and asked if Wayzata was planning to do the same.  
7 Mr. Dudinsky stated staff contacted Minnetonka and will bring that information back to the  
8 Council. Mr. Willcox stated people can choose to take their tree down now or in the future, there  
9 will be a low cost chemical treatment available when needed.

10 Mrs. Anderson asked if people are given options about the type of trees that the City will  
11 be replacing on their streets. Mr. Jordan said they plan to give people several options to choose  
12 from based on what is available.

13  
14 **b. Announcements**

15 There will be a Special Council Meeting on April 12 at 7:00 p.m. that will include consideration of  
16 a contract and appointment of a new City Manager.

17  
18 Bushaway Road will be closed on April 11.

19  
20 **AGENDA ITEM 10. Public Forum Continued (as necessary).**

21 There were no comments.

22  
23 **AGENDA ITEM 11. Adjournment.**

24 Mr. Mullin made a motion, seconded by Mr. Tyacke to adjourn. There being no further business,  
25 Mr. Willcox adjourned the meeting at 10:10 p.m.

26  
27 Respectfully submitted,

28  
29  
30  
31 Becky Malone  
32 Deputy City Clerk

33  
34 Drafted by Shannon Schmidt  
35 *TimeSaver Off Site Secretarial, Inc.*

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
<b>10100 Anchor Bank</b>					
Paid Chk#	102027	4/5/2016	<b>ARTISAN BEER COMPANY</b>		
E 640-48000-253	Beer For Resale		\$30.00	3082289	BEER
E 640-48000-253	Beer For Resale		\$360.00	3090025	BEER
E 640-47000-253	Beer For Resale		\$136.30	3090097	BEER
E 640-48000-253	Beer For Resale		(\$180.00)	341906	BEER
	<b>Total ARTISAN BEER COMPANY</b>		\$346.30		
Paid Chk#	102028	4/5/2016	<b>BELLBOY BAR SUPPLY CORP.</b>		
E 640-47000-259	Freight		\$6.25	52819600	FREIGHT
E 640-47000-251	Liquor For Resale		\$295.00	52819600	LIQUOR
	<b>Total BELLBOY BAR SUPPLY CORP.</b>		\$301.25		
Paid Chk#	102029	4/5/2016	<b>BERNICK'S WINE</b>		
E 640-47000-254	Soft Drinks/Mix For Resale		\$70.32	286834	MISC.MIX
E 640-47000-253	Beer For Resale		\$91.50	286835	BEER
	<b>Total BERNICK'S WINE</b>		\$161.82		
Paid Chk#	102030	4/5/2016	<b>BETH, GERALD O</b>		
E 640-48000-341	General Promotions		\$175.00	4/5/16	BAR MUSIC 4/5/16
	<b>Total BETH, GERALD O</b>		\$175.00		
Paid Chk#	102031	4/5/2016	<b>BETH, GERALD O</b>		
E 640-48000-341	General Promotions		\$175.00	4/12/16	BAR MUSIC 4/12/16
	<b>Total BETH, GERALD O</b>		\$175.00		
Paid Chk#	102032	4/5/2016	<b>BREAKTHRU BEVERAGE</b>		
E 640-47000-252	Wine For Resale		\$72.00	1080449752	WINE
E 640-47000-251	Liquor For Resale		\$315.00	1080449752	LIQUOR
E 640-47000-259	Freight		\$2.90	1080449752	FREIGHT
E 640-47000-252	Wine For Resale		\$457.33	1080449753	WINE
E 640-47000-259	Freight		\$8.70	1080449753	FREIGHT
E 640-47000-259	Freight		\$8.70	1080449834	FREIGHT
E 640-47000-251	Liquor For Resale		\$706.03	1080449834	LIQUOR
	<b>Total BREAKTHRU BEVERAGE</b>		\$1,570.66		
Paid Chk#	102033	4/5/2016	<b>BREAKTHRY BEVERAGE BEER</b>		
E 640-47000-253	Beer For Resale		\$1,733.21	1090540437	BEER
E 640-47000-253	Beer For Resale		\$51.50	1090540438	BEER
E 640-48000-253	Beer For Resale		\$725.00	1090540449	BEER
E 640-48000-253	Beer For Resale		\$302.00	1090543276	BEER
	<b>Total BREAKTHRY BEVERAGE BEER</b>		\$2,811.71		
Paid Chk#	102034	4/5/2016	<b>CINTAS CORPORATION</b>		
E 640-48500-210	Operating Supplies (GENERAL)		\$58.83	5004706969	FIRST AID SUPPLIES
	<b>Total CINTAS CORPORATION</b>		\$58.83		
Paid Chk#	102035	4/5/2016	<b>COZZINI BROS., INC.</b>		
E 640-48500-415	Other Equipment Rentals		\$52.03	C2531123	KNIFE EXCHANGE
	<b>Total COZZINI BROS., INC.</b>		\$52.03		
Paid Chk#	102036	4/5/2016	<b>DAHLHEIMER DISTRIBUTING CO.</b>		
E 640-48000-253	Beer For Resale		\$187.00	1192337	BEER
E 640-47000-253	Beer For Resale		\$571.20	1195068	BEER
E 640-48000-253	Beer For Resale		\$483.00	1195069	BEER
	<b>Total DAHLHEIMER DISTRIBUTING CO.</b>		\$1,241.20		
Paid Chk#	102037	4/5/2016	<b>DENNYS 5TH AVENUE BAKERY</b>		

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
E 640-48500-255	FOOD	Ingredients For Resale	\$81.15	600835	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$70.53	600889	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$82.66	601158	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$56.17	601275	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$158.47	601650	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$118.43	601782	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$50.81	601980	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$50.07	602236	FOOD
<b>Total</b>	<b>DENNYS 5TH AVENUE BAKERY</b>		<b>\$668.29</b>		
Paid Chk#	102038	4/5/2016	<b>G &amp; K SERVICES</b>		
E 640-48000-210	Operating Supplies (GENERAL)		\$73.99	1013608449	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$66.12	1013608449	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms		\$87.59	1013608449	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$67.18	1013619918	KITCHEN UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$71.84	1013619918	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms		\$87.18	1013619918	KITCHEN UNIFORMS & SUPPLIES
<b>Total</b>	<b>G &amp; K SERVICES</b>		<b>\$453.90</b>		
Paid Chk#	102039	4/5/2016	<b>GRAPE BEGINNINGS, INC.</b>		
E 640-47000-252	Wine For Resale		(\$54.27)	MN00001695	WINE
E 640-47000-252	Wine For Resale		\$340.02	MN00002194	WINE
E 640-47000-259	Freight		\$6.75	MN00002194	FREIGHT
<b>Total</b>	<b>GRAPE BEGINNINGS, INC.</b>		<b>\$292.50</b>		
Paid Chk#	102040	4/5/2016	<b>HOLIDAY</b>		
E 640-47000-212	Motor Fuels		\$27.69		FUEL
<b>Total</b>	<b>HOLIDAY</b>		<b>\$27.69</b>		
Paid Chk#	102041	4/5/2016	<b>JJ TAYLOR DISTRIBUTING OF MN</b>		
E 640-47000-253	Beer For Resale		\$746.19	2489750	BEER
E 640-48000-253	Beer For Resale		\$104.40	2507646	BEER
E 640-48000-253	Beer For Resale		\$524.00	2507647	BEER
E 640-48000-253	Beer For Resale		\$1,059.00	2507723	BEER
E 640-48000-253	Beer For Resale		\$167.35	2507724	BEER
<b>Total</b>	<b>JJ TAYLOR DISTRIBUTING OF MN</b>		<b>\$2,600.94</b>		
Paid Chk#	102042	4/5/2016	<b>JOHNSON BROS.-ST.PAUL</b>		
E 640-47000-251	Liquor For Resale		\$85.80	5394622	LIQUOR
E 640-47000-259	Freight		\$1.22	5394622	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$284.00	5399378	MISC.BEV.
E 640-47000-259	Freight		\$3.66	5399646	FREIGHT
E 640-47000-251	Liquor For Resale		\$442.75	5399646	LIQUOR
E 640-47000-252	Wine For Resale		\$1,454.15	5399647	WINE
E 640-47000-259	Freight		\$30.50	5399647	FREIGHT
E 640-47000-251	Liquor For Resale		\$98.00	5400924	LIQUOR
E 640-47000-259	Freight		\$1.22	5400924	FREIGHT
E 640-47000-251	Liquor For Resale		\$616.78	5400925	LIQUOR
E 640-47000-259	Freight		\$6.10	5400925	FREIGHT
E 640-47000-251	Liquor For Resale		(\$87.02)	567236	LIQUOR
<b>Total</b>	<b>JOHNSON BROS.-ST.PAUL</b>		<b>\$2,937.16</b>		
Paid Chk#	102043	4/5/2016	<b>KARLSBURGER FOODS, INC.</b>		
E 640-48500-255	FOOD	Ingredients For Resale	\$429.15	00404607	FOOD
<b>Total</b>	<b>KARLSBURGER FOODS, INC.</b>		<b>\$429.15</b>		
Paid Chk#	102044	4/5/2016	<b>LOCHER BROS., INC.</b>		
E 640-48000-253	Beer For Resale		\$165.00	1988	BEER

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
<b>Total LOCHER BROS., INC.</b>			\$165.00		
Paid Chk#	102045	4/5/2016	<b>M.AMUNDSON LLP</b>		
E 640-47000-256	MISC.MDSE.RESALE		\$808.72	213576	CIGARETTES
<b>Total M.AMUNDSON LLP</b>			\$808.72		
Paid Chk#	102046	4/5/2016	<b>MARTIN, SHANE</b>		
E 640-48000-341	General Promotions		\$300.00	4/7/16	BAR MUSIC 4/7/16
<b>Total MARTIN, SHANE</b>			\$300.00		
Paid Chk#	102047	4/5/2016	<b>METROPOLITAN COUNCIL</b>		
G 101-20831	MWCC (SAC)		\$7,455.00	MARCH 2016	SAC CHARGES MARCH 2016
R 101-00000-34190	Charges for Services/Gen Gov		(\$74.55)	MARCH 2016	SAC CHARGES MARCH 2016
<b>Total METROPOLITAN COUNCIL</b>			\$7,380.45		
Paid Chk#	102048	4/5/2016	<b>MILLER, FRED</b>		
E 235-40000-302	Consultants		\$1,600.00	123	WCTV
E 235-40000-210	Operating Supplies (GENERAL)		\$260.71	123	SUPPLIES
<b>Total MILLER, FRED</b>			\$1,860.71		
Paid Chk#	102049	4/5/2016	<b>NEW FRANCE WINE COMPANY</b>		
E 640-47000-259	Freight		\$12.00	108531	FREIGHT
E 640-47000-252	Wine For Resale		\$740.00	108531	WINE
<b>Total NEW FRANCE WINE COMPANY</b>			\$752.00		
Paid Chk#	102050	4/5/2016	<b>NORTHWESTERN FRUIT COMPANY</b>		
E 640-48500-255	FOODIngredients For Resale		\$505.75	834978	FOOD
E 640-48500-255	FOODIngredients For Resale		(\$19.00)	835075	FOOD
E 640-48500-255	FOODIngredients For Resale		\$336.30	835152	FOOD
E 640-48500-255	FOODIngredients For Resale		\$435.80	835301	FOOD
E 640-48000-251	Liquor For Resale		\$14.70	835301	LIQUOR
E 640-48000-253	Beer For Resale		\$13.40	835301	BEER
E 640-48000-251	Liquor For Resale		\$20.35	835432	LIQUOR
E 640-48000-253	Beer For Resale		\$4.70	835432	BEER
E 640-48500-255	FOODIngredients For Resale		\$459.05	835432	FOOD
E 640-48500-255	FOODIngredients For Resale		\$279.75	835593	FOOD
<b>Total NORTHWESTERN FRUIT COMPANY</b>			\$2,050.80		
Paid Chk#	102051	4/5/2016	<b>PAUSTIS &amp; SONS</b>		
E 640-48000-252	Wine For Resale		\$260.75	8540864	WINE
E 640-47000-252	Wine For Resale		\$291.29	8540865	WINE
E 640-47000-259	Freight		\$5.25	8540865	FREIGHT
E 640-48000-252	Wine For Resale		\$261.64	8541743	WINE
<b>Total PAUSTIS &amp; SONS</b>			\$818.93		
Paid Chk#	102052	4/5/2016	<b>PHILLIPS WINES &amp; SPIRITS</b>		
E 640-47000-252	Wine For Resale		(\$57.22)	233590	WINE
E 640-47000-252	Wine For Resale		\$880.35	2948083	WINE
E 640-47000-259	Freight		\$9.97	2948083	FREIGHT
E 640-47000-251	Liquor For Resale		\$595.29	29748082	LIQUOR
E 640-47000-259	Freight		\$4.88	29748082	FREIGHT
<b>Total PHILLIPS WINES &amp; SPIRITS</b>			\$1,433.27		
Paid Chk#	102053	4/5/2016	<b>QUALITY SERVICE, INC.</b>		
E 640-48000-404	Repairs/Maint - Machin/Equip		\$410.51	31543	BEER COOLER REPAIRS
E 640-48000-404	Repairs/Maint - Machin/Equip		\$419.40	31544	BEER COOLER REPAIRS
<b>Total QUALITY SERVICE, INC.</b>			\$829.91		
Paid Chk#	102054	4/5/2016	<b>REEDER, DOUGLAS</b>		

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
E 101-41500-302	Consultants		\$10,140.00	MARCH 2016	INTERIM CITY MGR.
	<b>Total REEDER, DOUGLAS</b>		\$10,140.00		
Paid Chk# 102055	4/5/2016	<b>SHAMROCK GROUP</b>			
E 640-47000-254	Soft Drinks/Mix For Resale		\$178.30	1985063	ICE
E 640-48000-210	Operating Supplies (GENERAL)		\$119.00	1990254	SUPPLIES
	<b>Total SHAMROCK GROUP</b>		\$297.30		
Paid Chk# 102056	4/5/2016	<b>SOUTHERN WINE &amp; SPIRITS OF MN</b>			
E 640-47000-251	Liquor For Resale		\$1,445.31	1390028	LIQUOR
E 640-47000-259	Freight		\$12.16	1390028	FREIGHT
E 640-47000-251	Liquor For Resale		\$83.21	1390029	LIQUOR
E 640-47000-259	Freight		\$1.28	1390029	FREIGHT
E 640-47000-252	Wine For Resale		\$446.00	1390030	WINE
E 640-47000-259	Freight		\$8.96	1390030	FREIGHT
	<b>Total SOUTHERN WINE &amp; SPIRITS OF MN</b>		\$1,996.92		
Paid Chk# 102057	4/5/2016	<b>STRATEGIC EQUIPMENT AND</b>			
E 640-48500-210	Operating Supplies (GENERAL)		\$796.82	2605005	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$386.29	2605005	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$92.40	2609401	PROMO SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$368.58	2609402	KITCHEN SUPPLIES
	<b>Total STRATEGIC EQUIPMENT AND</b>		\$1,644.09		
Paid Chk# 102058	4/5/2016	<b>SUNBURST CHEMICALS, INC.</b>			
E 640-48000-409	Maint services & Improv		\$1,270.91	0363662	SUPPLIES
	<b>Total SUNBURST CHEMICALS, INC.</b>		\$1,270.91		
Paid Chk# 102059	4/5/2016	<b>T.D. ANDERSON INC.</b>			
E 640-48000-409	Maint services & Improv		\$115.00	566381	BEER LINES CLEANED
	<b>Total T.D. ANDERSON INC.</b>		\$115.00		
Paid Chk# 102060	4/5/2016	<b>THE MINNESOTA SCORE</b>			
E 640-48000-340	Advertising		\$300.00	1608	RADIO ADS - BAR
	<b>Total THE MINNESOTA SCORE</b>		\$300.00		
Paid Chk# 102061	4/5/2016	<b>THORPE DISTRIBUTING CO.</b>			
E 640-47000-253	Beer For Resale		\$937.95	1054998	BEER
E 640-48000-253	Beer For Resale		\$2,297.00	1055441	BEER
E 640-47000-253	Beer For Resale		\$78.45	1058339	BEER
E 640-47000-253	Beer For Resale		\$18.00	1058340	BEER
E 640-48000-253	Beer For Resale		\$90.00	1058906	BEER
	<b>Total THORPE DISTRIBUTING CO.</b>		\$3,421.40		
Paid Chk# 102062	4/5/2016	<b>TOLL GAS &amp; WELDING SUPPLY</b>			
E 640-48000-210	Operating Supplies (GENERAL)		\$89.54	10126618	SUPPLIES
	<b>Total TOLL GAS &amp; WELDING SUPPLY</b>		\$89.54		
Paid Chk# 102063	4/5/2016	<b>TRUSTED EMPLOYEES</b>			
E 640-47000-306	Personnel Expense		\$20.00	03201612035S	BACKGROUND CHECK SERVICE
E 640-48000-306	Personnel Expense		\$100.00	03201612035S	BACKGROUND CHECK SERVICE
	<b>Total TRUSTED EMPLOYEES</b>		\$120.00		
Paid Chk# 102064	4/5/2016	<b>ULINE</b>			
E 640-47000-401	Repairs/Maint Buildings		\$149.36	75326525	STORE SIGN
	<b>Total ULINE</b>		\$149.36		
Paid Chk# 102065	4/5/2016	<b>ULTRA-CHEM IN.C</b>			
E 640-48000-409	Maint services & Improv		\$642.83	1159815	CLEANING SUPPLIES

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
<b>Total ULTRA-CHEM IN.C</b>			\$642.83		
Paid Chk#	102066	4/5/2016	<b>US FOODS</b>		
E 640-48000-251	Liquor For Resale		\$91.78	3118389	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$3,384.43	3118389	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$48.99	3118389	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$60.13	3118389	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$62.39	3118389	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$435.24	3118389	MISC.BEV.
E 640-48500-255	FOODIngredients For Resale		\$56.97	3124756	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$24.19	3155835	SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$2,110.59	3155835	FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$82.22	3155835	MISC.BEV.
E 640-48000-253	Beer For Resale		\$8.75	3155835	BEER
E 640-48000-342	Promotions - Food/Drinks		\$58.39	3155835	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$134.38	3200242	MISC.BEV.
E 640-48000-342	Promotions - Food/Drinks		\$22.84	3200242	PROMO FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$23.39	3200242	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$3,746.69	3200242	FOOD
E 640-48000-251	Liquor For Resale		\$46.84	3200242	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$258.88	3247374	FOOD
E 640-48000-253	Beer For Resale		\$8.85	3247375	BEER
E 640-48500-255	FOODIngredients For Resale		\$3,259.23	3247375	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$54.39	3247375	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$38.55	3247375	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$145.00	3247375	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$23.74	3247375	LIQUOR
E 640-48000-210	Operating Supplies (GENERAL)		\$58.28	3247375	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$23.95	3284063	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale		\$1,765.28	3284063	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$50.30	3284063	KITCHEN SUPPLIES
E 640-48000-254	Soft Drinks/Mix For Resale		\$115.22	3284063	MISC.BEV.
E 640-48000-342	Promotions - Food/Drinks		\$40.22	3328618	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$76.24	3328618	MISC.BEV.
E 640-48500-210	Operating Supplies (GENERAL)		\$93.59	3328618	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$2,805.76	3328618	FOOD
E 640-48000-251	Liquor For Resale		\$150.64	3328618	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$19.78	5998023	FOOD
<b>Total US FOODS</b>			\$19,386.11		
Paid Chk#	102067	4/5/2016	<b>VINOCOPIA</b>		
E 640-47000-251	Liquor For Resale		\$178.79	0147809	LIQUOR
E 640-47000-259	Freight		\$5.00	0147809	FREIGHT
E 640-47000-252	Wine For Resale		\$112.00	0147810	WINE
E 640-47000-259	Freight		\$2.50	0147810	FREIGHT
<b>Total VINOCOPIA</b>			\$298.29		
Paid Chk#	102068	4/5/2016	<b>WAYZATA LIONS</b>		
E 640-48000-340	Advertising		\$75.00	WAFFLE BRE	WAFFLE BREAKFAST AD - BAR
<b>Total WAYZATA LIONS</b>			\$75.00		
Paid Chk#	102069	4/5/2016	<b>WINE COMPANY</b>		
E 640-47000-252	Wine For Resale		\$589.34	420804	WINE
E 640-47000-259	Freight		\$9.90	420804	FREIGHT
<b>Total WINE COMPANY</b>			\$599.24		
Paid Chk#	102070	4/5/2016	<b>WINE MERCHANT</b>		
E 640-48000-252	Wine For Resale		\$398.98	7074054	WINE

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
E 640-47000-252	Wine For Resale		\$1,982.70	7074084	WINE
E 640-47000-259	Freight		\$11.89	7074084	FREIGHT
<b>Total WINE MERCHANT</b>			\$2,393.57		
Paid Chk# 102071	4/12/2016	<b>ADVANCED IMAGING SOLUTIONS</b>			
E 640-48000-200	Office Supplies (GENERAL)		\$59.01	INV95226	SUPPLIES
<b>Total ADVANCED IMAGING SOLUTIONS</b>			\$59.01		
Paid Chk# 102072	4/12/2016	<b>BELLBOY BAR SUPPLY CORP.</b>			
E 640-47000-259	Freight		\$7.81	52925900	FREIGHT
E 640-47000-251	Liquor For Resale		\$361.62	52925900	LIQUOR
E 640-47000-210	Operating Supplies (GENERAL)		\$70.72	93696200	SUPPLIES
<b>Total BELLBOY BAR SUPPLY CORP.</b>			\$440.15		
Paid Chk# 102073	4/12/2016	<b>BERNICK'S WINE</b>			
E 640-47000-253	Beer For Resale		\$293.10	288398	BEER
<b>Total BERNICK'S WINE</b>			\$293.10		
Paid Chk# 102074	4/12/2016	<b>BETH, GERALD O</b>			
E 640-48000-341	General Promotions		\$175.00	4/19/16	BAR MUSIC 4/19/16
<b>Total BETH, GERALD O</b>			\$175.00		
Paid Chk# 102075	4/12/2016	<b>BETH, GERALD O</b>			
E 640-48000-341	General Promotions		\$175.00	4/26/16	BAR MUSIC 4/26/16
<b>Total BETH, GERALD O</b>			\$175.00		
Paid Chk# 102076	4/12/2016	<b>BLOOMQUIST, RICK</b>			
E 640-48000-341	General Promotions		\$300.00	4/21/16	BAR MUSIC 4/21/16
<b>Total BLOOMQUIST, RICK</b>			\$300.00		
Paid Chk# 102077	4/12/2016	<b>BOURGET IMPORTS</b>			
E 640-47000-252	Wine For Resale		\$240.00	132924	WINE
E 640-47000-259	Freight		\$3.00	132924	FREIGHT
<b>Total BOURGET IMPORTS</b>			\$243.00		
Paid Chk# 102078	4/12/2016	<b>BREAKTHRU BEVERAGE</b>			
E 640-47000-251	Liquor For Resale		\$1,200.89	1080452218	LIQUOR
E 640-47000-259	Freight		\$11.75	1080452218	FREIGHT
E 640-47000-252	Wine For Resale		\$710.32	1080452219	WINE
E 640-47000-259	Freight		\$7.73	1080452219	FREIGHT
E 640-47000-259	Freight		\$4.35	1080452220	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$200.69	1080452220	MISC.MIX
<b>Total BREAKTHRU BEVERAGE</b>			\$2,135.73		
Paid Chk# 102079	4/12/2016	<b>BREAKTHRY BEVERAGE BEER</b>			
E 640-47000-253	Beer For Resale		\$99.10	1090542764	BEER
E 640-47000-253	Beer For Resale		\$1,010.10	1090542765	BEER
E 640-48000-253	Beer For Resale		\$237.00	1090546009	BEER
<b>Total BREAKTHRY BEVERAGE BEER</b>			\$1,346.20		
Paid Chk# 102080	4/12/2016	<b>COZZINI BROS., INC.</b>			
E 640-48500-415	Other Equipment Rentals		\$52.03	C2580652	KNIFE EXCHANGE
<b>Total COZZINI BROS., INC.</b>			\$52.03		
Paid Chk# 102081	4/12/2016	<b>CULLIGAN-METRO</b>			
E 640-48500-210	Operating Supplies (GENERAL)		\$192.12	101X28792300	SUPPLIES
<b>Total CULLIGAN-METRO</b>			\$192.12		
Paid Chk# 102082	4/12/2016	<b>DAHLHEIMER DISTRIBUTING CO.</b>			

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
E 640-48000-253	Beer For Resale		\$534.00	1195190	BEER
E 640-47000-253	Beer For Resale		\$792.34	124148	BEER
<b>Total DAHLHEIMER DISTRIBUTING CO.</b>			\$1,326.34		
<hr/>					
Paid Chk#	102083	4/12/2016	<b>DENNYS 5TH AVENUE BAKERY</b>		
E 640-48500-255	FOODIngredients For Resale		\$127.33	602642	FOOD
E 640-48500-255	FOODIngredients For Resale		\$115.12	602759	FOOD
E 640-48500-255	FOODIngredients For Resale		\$132.96	603207	FOOD
E 640-48500-255	FOODIngredients For Resale		\$49.94	603374	FOOD
E 640-48500-255	FOODIngredients For Resale		\$99.13	603522	FOOD
E 640-48500-255	FOODIngredients For Resale		\$133.87	603919	FOOD
<b>Total DENNYS 5TH AVENUE BAKERY</b>			\$658.35		
<hr/>					
Paid Chk#	102084	4/12/2016	<b>ENKI BREWING COMPANY</b>		
E 640-48000-253	Beer For Resale		\$415.00	5414	BEER
<b>Total ENKI BREWING COMPANY</b>			\$415.00		
<hr/>					
Paid Chk#	102085	4/12/2016	<b>FOREMOST BUSINESS SYSTEMS INC.</b>		
E 640-48000-404	Repairs/Maint - Machin/Equip		\$1,926.00	29787	HARDWARE CONTRACT
<b>otal FOREMOST BUSINESS SYSTEMS INC.</b>			\$1,926.00		
<hr/>					
Paid Chk#	102086	4/12/2016	<b>G &amp; K SERVICES</b>		
E 640-48000-210	Operating Supplies (GENERAL)		\$150.18	1013631350	UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$75.91	1013631350	UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms		\$101.70	1013631350	UNIFORMS & SUPPLIES
<b>Total G &amp; K SERVICES</b>			\$327.79		
<hr/>					
Paid Chk#	102087	4/12/2016	<b>GRAPE BEGINNINGS, INC.</b>		
E 640-47000-259	Freight		\$2.25	MN00002616	FREIGHT
E 640-47000-252	Wine For Resale		\$104.00	MN00002616	WINE
<b>Total GRAPE BEGINNINGS, INC.</b>			\$106.25		
<hr/>					
Paid Chk#	102088	4/12/2016	<b>GREG JOHNSON DESIGN</b>		
E 640-48000-340	Advertising		\$90.00	2952	WAYZATA LIFE AD
<b>Total GREG JOHNSON DESIGN</b>			\$90.00		
<hr/>					
Paid Chk#	102089	4/12/2016	<b>HIGHWAY 55 RENTAL</b>		
E 640-48000-210	Operating Supplies (GENERAL)		\$237.60	494560	EVENT SUPPLIES
<b>Total HIGHWAY 55 RENTAL</b>			\$237.60		
<hr/>					
Paid Chk#	102090	4/12/2016	<b>HOHENSTEINS INC.</b>		
E 640-47000-253	Beer For Resale		\$723.00	818341	BEER
<b>Total HOHENSTEINS INC.</b>			\$723.00		
<hr/>					
Paid Chk#	102091	4/12/2016	<b>JJ TAYLOR DISTRIBUTING OF MN</b>		
E 640-48000-253	Beer For Resale		\$476.00	2476195	BEER
E 640-47000-253	Beer For Resale		\$1,974.42	2489788	BEER
E 640-48000-253	Beer For Resale		\$74.70	2517805	BEER
<b>Total JJ TAYLOR DISTRIBUTING OF MN</b>			\$2,525.12		
<hr/>					
Paid Chk#	102092	4/12/2016	<b>JOHNSON BROS.-ST.PAUL</b>		
E 640-47000-259	Freight		\$14.64	5404787	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,242.09	5404787	LIQUOR
E 640-47000-259	Freight		\$21.96	5404788	FREIGHT
E 640-47000-252	Wine For Resale		\$1,224.45	5404788	WINE
E 640-47000-251	Liquor For Resale		\$1,743.64	5406132	LIQUOR
E 640-47000-259	Freight		\$10.94	5406132	FREIGHT
<b>Total JOHNSON BROS.-ST.PAUL</b>			\$4,257.72		

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
Paid Chk#	102093	4/12/2016	<b>KARLSBURGER FOODS, INC.</b>		
E 640-48500-255	FOODIngredients For Resale		\$226.55	000405723	FOOD
<b>Total KARLSBURGER FOODS, INC.</b>			\$226.55		
Paid Chk#	102094	4/12/2016	<b>LIBATION PROJECT</b>		
E 640-47000-252	Wine For Resale		\$1,320.01	3687	WINE
E 640-47000-259	Freight		\$12.00	3687	FREIGHT
<b>Total LIBATION PROJECT</b>			\$1,332.01		
Paid Chk#	102095	4/12/2016	<b>LUPINE BREWING COMPANY</b>		
E 640-48000-253	Beer For Resale		\$130.00	LBC000714	BEER
<b>Total LUPINE BREWING COMPANY</b>			\$130.00		
Paid Chk#	102096	4/12/2016	<b>MN DEPT.OF PUBLIC SAFETY</b>		
E 640-48000-433	Dues, Licensing & Seminars		\$300.00	2016 CATERE	2016 CATERER'S LICENSE FOR BAR
<b>Total MN DEPT.OF PUBLIC SAFETY</b>			\$300.00		
Paid Chk#	102097	4/12/2016	<b>MN UC FUND</b>		
E 640-47000-140	Unemployment Comp (GENERAL		\$811.42	07970965	UNEMPLOYMENT - STORE
<b>Total MN UC FUND</b>			\$811.42		
Paid Chk#	102098	4/12/2016	<b>NETWORK BUSINESS SUPPLIES</b>		
E 640-48000-200	Office Supplies (GENERAL)		\$755.37	00102171	SUPPLIES
<b>Total NETWORK BUSINESS SUPPLIES</b>			\$755.37		
Paid Chk#	102099	4/12/2016	<b>NEW FRANCE WINE COMPANY</b>		
E 640-47000-252	Wine For Resale		\$655.00	108762	WINE
E 640-47000-259	Freight		\$9.00	108762	FREIGHT
<b>Total NEW FRANCE WINE COMPANY</b>			\$664.00		
Paid Chk#	102100	4/12/2016	<b>NORTHWESTERN FRUIT COMPANY</b>		
E 640-48000-251	Liquor For Resale		\$43.60	835760	LIQUOR
E 640-48000-253	Beer For Resale		\$7.40	835760	BEER
E 640-48500-255	FOODIngredients For Resale		\$624.60	835760	FOOD
E 640-48500-255	FOODIngredients For Resale		\$461.85	835897	FOOD
E 640-48000-251	Liquor For Resale		\$25.60	835897	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$454.85	836081	FOOD
E 640-48000-253	Beer For Resale		\$21.70	836081	BEER
E 640-48000-255	FOODIngredients For Resale		\$476.40	836213	FOOD
E 640-48000-251	Liquor For Resale		\$15.90	836213	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$7.15	836282	FOOD
<b>Total NORTHWESTERN FRUIT COMPANY</b>			\$2,139.05		
Paid Chk#	102101	4/12/2016	<b>PAUSTIS &amp; SONS</b>		
E 640-47000-259	Freight		\$20.00	8541744	FREIGHT
E 640-47000-252	Wine For Resale		\$1,498.96	8541744	WINE
E 640-48000-252	Wine For Resale		\$298.00	8542664	WINE
<b>Total PAUSTIS &amp; SONS</b>			\$1,816.96		
Paid Chk#	102102	4/12/2016	<b>PHILLIPS WINES &amp; SPIRITS</b>		
E 640-47000-251	Liquor For Resale		\$636.25	2951576	LIQUOR
E 640-47000-259	Freight		\$7.32	2951576	FREIGHT
E 640-47000-259	Freight		\$12.20	2951577	FREIGHT
E 640-47000-252	Wine For Resale		\$755.95	2951577	WINE
E 640-48000-251	Liquor For Resale		\$421.36	2955155	LIQUOR
<b>Total PHILLIPS WINES &amp; SPIRITS</b>			\$1,833.08		
Paid Chk#	102103	4/12/2016	<b>PLUNKETT S PEST CONTROL</b>		
E 640-48000-409	Maint services & Improv		\$82.47	5399181	SERVICE

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
<b>Total</b>	<b>PLUNKETT S PEST CONTROL</b>		\$82.47		
Paid Chk#	102104	4/12/2016	<b>QUALITY SERVICE, INC.</b>		
E 640-48500-404	Repairs/Maint - Machin/Equip		\$284.73	31275	BURGER DOOR REPAIR
E 640-48500-404	Repairs/Maint - Machin/Equip		\$342.63	31321	WATER LEVEL PROBE
E 640-48500-404	Repairs/Maint - Machin/Equip		\$36.71	FC	REPAIRS-FC
<b>Total</b>	<b>QUALITY SERVICE, INC.</b>		\$664.07		
Paid Chk#	102105	4/12/2016	<b>REYCRAFT, TOM</b>		
E 640-48000-341	General Promotions		\$300.00	4/14/16	BAR MUSIC 4/14/16
<b>Total</b>	<b>REYCRAFT, TOM</b>		\$300.00		
Paid Chk#	102106	4/12/2016	<b>ROOTSTOCK WINE COMPANY</b>		
E 640-47000-252	Wine For Resale		\$592.50	16-4941	WINE
E 640-47000-259	Freight		\$4.50	16-4941	FREIGHT
<b>Total</b>	<b>ROOTSTOCK WINE COMPANY</b>		\$597.00		
Paid Chk#	102107	4/12/2016	<b>SHAMROCK GROUP</b>		
E 640-48000-210	Operating Supplies (GENERAL)		\$83.00	1991612	ICE
E 640-48000-210	Operating Supplies (GENERAL)		\$119.00	1991718	SUPPLIES
<b>Total</b>	<b>SHAMROCK GROUP</b>		\$202.00		
Paid Chk#	102108	4/12/2016	<b>SOUTHERN WINE &amp; SPIRITS OF MN</b>		
E 640-47000-251	Liquor For Resale		\$1,510.74	1392361	LIQUOR
E 640-47000-259	Freight		\$11.52	1392361	FREIGHT
E 640-47000-259	Freight		\$3.09	1392362	FREIGHT
E 640-47000-252	Wine For Resale		\$723.35	1392362	WINE
E 640-47000-252	Wine For Resale		\$2,312.70	1392363	WINE
E 640-47000-259	Freight		\$35.84	1392363	FREIGHT
<b>Total</b>	<b>SOUTHERN WINE &amp; SPIRITS OF MN</b>		\$4,597.24		
Paid Chk#	102109	4/12/2016	<b>STARY, MARK</b>		
E 640-48000-341	General Promotions		\$300.00	4/28/16	BAR MUSIC 4/28/16
<b>Total</b>	<b>STARY, MARK</b>		\$300.00		
Paid Chk#	102110	4/12/2016	<b>STRATEGIC EQUIPMENT AND</b>		
E 640-48500-210	Operating Supplies (GENERAL)		(\$36.17)	150899	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		(\$61.60)	150900	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$91.14	2613599	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$53.27	2613600	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$427.40	2613601	KITCHEN SUPPLIES
E 640-48000-341	General Promotions		\$70.55	2613601	PROMO SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$10.48	2613602	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$68.03	2613602	BAR SUPPLIES
<b>Total</b>	<b>STRATEGIC EQUIPMENT AND</b>		\$623.10		
Paid Chk#	102111	4/12/2016	<b>THORPE DISTRIBUTING CO.</b>		
E 640-47000-253	Beer For Resale		\$2,037.27	1058462	BEER
E 640-47000-253	Beer For Resale		\$61.50	1061728	BEER
E 640-48000-253	Beer For Resale		\$802.00	1062278	BEER
<b>Total</b>	<b>THORPE DISTRIBUTING CO.</b>		\$2,900.77		
Paid Chk#	102112	4/12/2016	<b>TOLL GAS &amp; WELDING SUPPLY</b>		
E 640-48000-210	Operating Supplies (GENERAL)		\$69.17	40042086	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$89.68	40043668	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$1.04	60017960	SUPPLIES
<b>Total</b>	<b>TOLL GAS &amp; WELDING SUPPLY</b>		\$159.89		
Paid Chk#	102113	4/12/2016	<b>US BANK</b>		

**\*Check Detail Register©**

March 2016 to April 2016

		Check Amt	Invoice	Comment
E 640-49100-621	Fiscal Agent s Fees	\$450.00	4252142	BOND PAYING AGENT
<b>Total US BANK</b>		\$450.00		
<b>Paid Chk# 102114</b>	<b>4/12/2016 US FOODS</b>			
E 640-48500-255	FOODIngredients For Resale	\$3,772.81	3374533	FOOD
E 640-48000-251	Liquor For Resale	\$60.69	3374533	LIQUOR
E 640-48000-253	Beer For Resale	\$14.34	3374533	BEER
E 640-48000-254	Soft Drinks/Mix For Resale	\$329.11	3374533	MISC.BEV.
E 640-48000-342	Promotions - Food/Drinks	\$24.84	3374533	PROMO FOOD
E 640-48000-251	Liquor For Resale	\$48.89	3414659	LIQUOR
E 640-48000-254	Soft Drinks/Mix For Resale	\$42.69	3414659	MISC.BEV.
E 640-48500-210	Operating Supplies (GENERAL)	\$42.54	3414659	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale	\$1,574.07	3414659	FOOD
E 640-48000-342	Promotions - Food/Drinks	\$50.96	3414659	PROMO FOOD
E 640-48000-251	Liquor For Resale	\$146.40	3458998	LIQUOR
E 640-48000-342	Promotions - Food/Drinks	\$25.75	3458998	PROMO FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$135.79	3458998	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale	\$2,796.87	3458998	FOOD
E 640-48000-254	Soft Drinks/Mix For Resale	\$288.00	3505656	MISC.BEV.
E 640-48000-253	Beer For Resale	\$10.75	3505656	BEER
E 640-48000-251	Liquor For Resale	\$93.55	3505656	LIQUOR
E 640-48500-210	Operating Supplies (GENERAL)	\$25.84	3505656	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale	\$2,640.48	3505656	FOOD
E 640-48000-342	Promotions - Food/Drinks	\$41.55	3505656	PROMO FOOD
<b>Total US FOODS</b>		\$12,165.92		
<b>Paid Chk# 102115</b>	<b>4/12/2016 WAYZATA FIRE RELIEF ASSOC.</b>			
E 640-48000-340	Advertising	\$600.00	2015	2016 CALENDAR AD
<b>Total WAYZATA FIRE RELIEF ASSOC.</b>		\$600.00		
<b>Paid Chk# 102116</b>	<b>4/12/2016 WINE COMPANY</b>			
E 640-47000-259	Freight	\$13.20	421354	FREIGHT
E 640-47000-252	Wine For Resale	\$976.00	421354	WINE
<b>Total WINE COMPANY</b>		\$989.20		
<b>Paid Chk# 102117</b>	<b>4/12/2016 WINE MERCHANT</b>			
E 640-47000-259	Freight	\$8.75	7075062	FREIGHT
E 640-47000-252	Wine For Resale	\$1,469.08	7075062	WINE
E 640-48000-252	Wine For Resale	\$676.54	7075762	WINE
<b>Total WINE MERCHANT</b>		\$2,154.37		
<b>Paid Chk# 102118</b>	<b>4/13/2016 3D SPECIALTIES</b>			
E 101-43100-226	Sign Repair Materials	\$166.99	451512	SUPPLIES
<b>Total 3D SPECIALTIES</b>		\$166.99		
<b>Paid Chk# 102119</b>	<b>4/13/2016 ACME TOOLS</b>			
E 101-42100-210	Operating Supplies (GENERAL)	\$37.39	12370736-000	SUPPLIES
E 610-40000-240	Small Tools and Minor Equip	\$51.00	4063645	SUPPLIES
E 101-43100-240	Small Tools and Minor Equip	\$51.00	4063645	SUPPLIES
E 620-40000-240	Small Tools and Minor Equip	\$51.00	4063645	SUPPLIES
<b>Total ACME TOOLS</b>		\$190.39		
<b>Paid Chk# 102120</b>	<b>4/13/2016 AEM FINANCIAL SOLUTIONS</b>			
E 101-41500-301	Auditing and Acct g Services	\$4,583.33	363593	FINANCE DIRECTOR SERVICES
<b>Total AEM FINANCIAL SOLUTIONS</b>		\$4,583.33		
<b>Paid Chk# 102121</b>	<b>4/13/2016 AIRTECH</b>			
E 437-40000-404	Repairs/Maint - Machin/Equip	\$120.00	25558	LIBRARY MAINT. 04-19-2016CC PACKET

**\*Check Detail Register©**

March 2016 to April 2016

		Check Amt	Invoice	Comment
<b>Total AIRTECH</b>		\$120.00		
Paid Chk#	102122	4/13/2016	<b>AMERICAN FLAGPOLE &amp; FLAG CO.</b>	
E 238-40000-404	Repairs/Maint - Machin/Equip	\$3,545.00	11401	FLAGPOLE
<b>Total AMERICAN FLAGPOLE &amp; FLAG CO.</b>		\$3,545.00		
Paid Chk#	102123	4/13/2016	<b>ANCHOR BANK-CARDMEMBER SERV.</b>	
E 404-40000-499	Miscellaneous	\$1,199.95		LAKE SIDE CHAIRS
E 640-47000-341	General Promotions	\$25.00		STORE MAIL CHIMP
E 101-43100-499	Miscellaneous	\$18.43		SUPPLIES
E 610-40000-331	Mileage & Expense Account	\$58.79		MTG.MEALS
E 235-40000-540	Equipment	\$429.07		WCTV EQUIPMENT
E 101-41500-499	Miscellaneous	\$65.00		PHOTO CONTEST
E 101-41500-331	Mileage & Expense Account	\$56.46		MTG.MEALS
E 640-48000-340	Advertising	\$210.00		BAR ADVERTISEMENTS
E 101-41500-200	Office Supplies (GENERAL)	\$45.12		SUPPLIES
E 640-47000-306	Personnel Expense	\$135.63		STORE EMP.ADS
E 640-47000-540	Equipment	\$160.68		STORE VAC
E 640-47000-433	Dues, Licensing & Seminars	\$32.06		STORE DUES
E 630-40000-433	Dues, Licensing & Seminars	\$29.95		MV DUES
E 630-40000-331	Mileage & Expense Account	\$87.54		MTG. MEALS
E 101-45200-210	Operating Supplies (GENERAL)	\$75.08		PARKS SUPPLIES
E 101-45200-404	Repairs/Maint - Machin/Equip	\$15.02		TRUCK MAINT.
E 640-47000-340	Advertising	\$210.00		STORE ADVERTISEMENTS
<b>Total ANCHOR BANK-CARDMEMBER SERV.</b>		\$2,853.78		
Paid Chk#	102124	4/13/2016	<b>ASPEN MILLS</b>	
E 101-42200-217	Uniforms	\$51.52	179687	FD UNIFORM
<b>Total ASPEN MILLS</b>		\$51.52		
Paid Chk#	102125	4/13/2016	<b>BANK OF AMERICA</b>	
E 101-42200-210	Operating Supplies (GENERAL)	\$534.34		FD SUPPLIES
<b>Total BANK OF AMERICA</b>		\$534.34		
Paid Chk#	102126	4/13/2016	<b>BERRY COFFEE COMPANY</b>	
E 101-43100-499	Miscellaneous	\$267.95	T177599	SUPPLIES
E 101-41500-499	Miscellaneous	\$137.50	T177599	SUPPLIES
<b>Total BERRY COFFEE COMPANY</b>		\$405.45		
Paid Chk#	102127	4/13/2016	<b>BIFFS, INC.</b>	
E 101-45200-415	Other Equipment Rentals	\$62.50	W592242	SERVICE
<b>Total BIFFS, INC.</b>		\$62.50		
Paid Chk#	102128	4/13/2016	<b>BRIAN STEPHENSON CONSTRUCTION</b>	
E 101-41940-401	Repairs/Maint Buildings	\$3,455.60	3/29/16	CITY HALL WINDOW SILL REPAIR
<b>Total BRIAN STEPHENSON CONSTRUCTION</b>		\$3,455.60		
Paid Chk#	102129	4/13/2016	<b>BUDGET PRINTING &amp; AWARDS</b>	
E 101-43100-499	Miscellaneous	\$15.38	1089	SIGN
E 404-40000-499	Miscellaneous	\$21.54	1270	BENCH PLAQUE
<b>Total BUDGET PRINTING &amp; AWARDS</b>		\$36.92		
Paid Chk#	102130	4/13/2016	<b>CASH - ANCHOR BANK</b>	
E 610-40000-331	Mileage & Expense Account	\$10.00		REPLENISH PETTY CASH - PW
E 101-43100-331	Mileage & Expense Account	\$50.11		REPLENISH PETTY CASH - PW
<b>Total CASH - ANCHOR BANK</b>		\$60.11		
Paid Chk#	102131	4/13/2016	<b>CENTERPOINT ENERGY</b>	
E 101-41940-383	Fuel, oil and natural gas	\$1,482.54		SERVICE

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
E 101-42200-383	Fuel, oil and natural gas		\$438.00		SERVICE
E 101-41940-383	Fuel, oil and natural gas		\$10.63		SERVICE
E 640-48000-383	Fuel, oil and natural gas		\$852.62		SERVICE
E 610-40000-383	Fuel, oil and natural gas		\$48.28		SERVICE
E 640-47000-383	Fuel, oil and natural gas		\$213.16		SERVICE
<b>Total CENTERPOINT ENERGY</b>			\$3,045.23		
Paid Chk# 102132	4/13/2016	<b>CINTAS CORPORATION</b>			
E 101-41940-210	Operating Supplies (GENERAL)		\$36.18	8402654199	FIRST AID SUPPLIES
<b>Total CINTAS CORPORATION</b>			\$36.18		
Paid Chk# 102133	4/13/2016	<b>CIVITAS INC.</b>			
E 233-40000-302	Consultants		\$34,727.14	23159	LAKE EFFECT
<b>Total CIVITAS INC.</b>			\$34,727.14		
Paid Chk# 102134	4/13/2016	<b>CLASSIC CLEANING COMPANY</b>			
E 101-41940-409	Maint services & Improv		\$1,932.00	23556	MONTHLY CLEANING
E 101-41940-409	Maint services & Improv		\$442.00	23557	MONTHLY CLEANING
<b>Total CLASSIC CLEANING COMPANY</b>			\$2,374.00		
Paid Chk# 102135	4/13/2016	<b>CULLIGAN-BOTTLED WATER</b>			
E 101-41940-210	Operating Supplies (GENERAL)		\$71.72	1973985	SERVICE
<b>Total CULLIGAN-BOTTLED WATER</b>			\$71.72		
Paid Chk# 102136	4/13/2016	<b>DAY GROUP LLC</b>			
E 101-41500-304	Legal Fees		\$3,500.00	2015030	BNSF LAND ADJACENT TO DEPOT
<b>Total DAY GROUP LLC</b>			\$3,500.00		
Paid Chk# 102137	4/13/2016	<b>DISTEL, DANIEL</b>			
E 101-41550-302	Consultants		\$3,566.00		MONTHLY ASSESSING
<b>Total DISTEL, DANIEL</b>			\$3,566.00		
Paid Chk# 102138	4/13/2016	<b>DISTEL, DANIEL</b>			
E 101-41550-302	Consultants		\$650.00		MONTHLY ASSESSING
<b>Total DISTEL, DANIEL</b>			\$650.00		
Paid Chk# 102139	4/13/2016	<b>ECM PUBLISHERS, INC.</b>			
E 430-40000-499	Miscellaneous		\$132.25	333760	2016 STREETS
E 610-49100-499	Miscellaneous		\$126.50	333761	2016 WATERMAIN
E 101-41500-350	Printing & Publishing		\$3.10	FC	LEGAL NOTICES
<b>Total ECM PUBLISHERS, INC.</b>			\$261.85		
Paid Chk# 102140	4/13/2016	<b>ELECTRONIC &amp; APPLIANCE RECYCLI</b>			
E 610-40000-499	Miscellaneous		\$17.13	72	EQUIPMENT DISPOSAL
E 101-45200-499	Miscellaneous		\$17.13	72	EQUIPMENT DISPOSAL
E 101-43100-499	Miscellaneous		\$17.13	72	EQUIPMENT DISPOSAL
E 620-40000-499	Miscellaneous		\$17.11	72	EQUIPMENT DISPOSAL
<b>Total ELECTRONIC &amp; APPLIANCE RECYCLI</b>			\$68.50		
Paid Chk# 102141	4/13/2016	<b>EMERGENCY AUTOMOTIVE</b>			
E 101-42100-540	Equipment		\$191.90	DL030716-11	PD SQUAD EQUIPMENT
<b>Total EMERGENCY AUTOMOTIVE</b>			\$191.90		
Paid Chk# 102142	4/13/2016	<b>EXCEL DOCUMENT MGMT.</b>			
E 101-41100-210	Operating Supplies (GENERAL)		\$43.90	42485	WILLCOX BUS.CARDS
<b>Total EXCEL DOCUMENT MGMT.</b>			\$43.90		
Paid Chk# 102143	4/13/2016	<b>FASTENAL</b>			
E 235-40000-210	Operating Supplies (GENERAL)		\$524.13	MNPLY84201	DOCK SUPPLIES

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
<b>Total FASTENAL</b>			\$524.13		
Paid Chk#	102144	4/13/2016	<b>FIRE EQUIPMENT SPECIALTIES INC</b>		
E 101-42200-240	Small Tools and Minor Equip		\$69.18	9234	FD TOOLS
E 101-42200-217	Uniforms		\$194.45	9248	FD UNIFORMS
<b>Total FIRE EQUIPMENT SPECIALTIES INC</b>			\$263.63		
Paid Chk#	102145	4/13/2016	<b>FIRE MARSHALS ASSOCIATION</b>		
E 101-42200-433	Dues, Licensing & Seminars		\$40.00	2016	DUES 2016
<b>Total FIRE MARSHALS ASSOCIATION</b>			\$40.00		
Paid Chk#	102146	4/13/2016	<b>GOLDEN VALLEY TCA A LLC</b>		
G 630-20300	Deposits Payable		\$751.75	CVR REFUND	CVR REFUND
<b>Total GOLDEN VALLEY TCA A LLC</b>			\$751.75		
Paid Chk#	102147	4/13/2016	<b>GOPHER STATE ONE CALL</b>		
E 610-40000-313	Permit Fees/Gopher State		\$84.83	6030793	LOCATES
E 620-40000-313	Permit Fees/Gopher State		\$84.82	6030793	LOCATES
<b>Total GOPHER STATE ONE CALL</b>			\$169.65		
Paid Chk#	102148	4/13/2016	<b>GRAINGER, INC.</b>		
E 101-43100-210	Operating Supplies (GENERAL)		\$25.99	9068744730	SUPPLIES
<b>Total GRAINGER, INC.</b>			\$25.99		
Paid Chk#	102149	4/13/2016	<b>H&amp;L MESABI</b>		
E 101-45200-222	Repair & Maint - Equip		\$384.62	95703	PARTS
<b>Total H&amp;L MESABI</b>			\$384.62		
Paid Chk#	102150	4/13/2016	<b>HAWKINS, INC</b>		
E 610-40000-216	Chemicals and Chem Products		\$2,476.06	3858720	CHEMICALS
<b>Total HAWKINS, INC</b>			\$2,476.06		
Paid Chk#	102151	4/13/2016	<b>HEBERT, LINDA &amp; JACK</b>		
R 101-00000-32180	Rental License		\$66.00	REFUND	RENTAL DWELLING LICENSE REFUND
<b>Total HEBERT, LINDA &amp; JACK</b>			\$66.00		
Paid Chk#	102152	4/13/2016	<b>HENN.CNTY.ACCTG.SERVICES</b>		
E 101-42120-308	Prisoner Care		\$478.46	1000075213	PRISONER PROCESSING
<b>Total HENN.CNTY.ACCTG.SERVICES</b>			\$478.46		
Paid Chk#	102153	4/13/2016	<b>HENN.CNTY.INFO.TECH.DEPT.</b>		
E 610-40000-323	Radio Units		\$119.41	1000075373	RADIO CONNECTION
E 620-40000-323	Radio Units		\$119.41	1000075373	RADIO CONNECTION
E 101-43100-323	Radio Units		\$150.00	1000075373	RADIO CONNECTION
E 101-45200-323	Radio Units		\$150.00	1000075373	RADIO CONNECTION
E 101-42200-323	Radio Units		\$1,040.01	1000075424	RADIO CONNECTION
<b>Total HENN.CNTY.INFO.TECH.DEPT.</b>			\$1,578.83		
Paid Chk#	102154	4/13/2016	<b>HENNEPIN COUNTY TAX SERVICES</b>		
E 101-41940-499	Miscellaneous		\$3,010.44	DEPOT 2016	PROPERTY TAX - DEPOT 2016
<b>Total HENNEPIN COUNTY TAX SERVICES</b>			\$3,010.44		
Paid Chk#	102155	4/13/2016	<b>HENNEPIN COUNTY TREASURER</b>		
G 650-20818	Garbage Sales Tax		\$1,349.23	9% REFUSE T	9% REFUSE TAX - MARCH 2016
<b>Total HENNEPIN COUNTY TREASURER</b>			\$1,349.23		
Paid Chk#	102156	4/13/2016	<b>HERITAGE SHADE TREE CONSULTANT</b>		
E 404-40000-302	Consultants		\$3,105.00	5533	TREE MGMT.
<b>Total HERITAGE SHADE TREE CONSULTANT</b>			\$3,105.00		

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
Paid Chk#	102157	4/13/2016	<b>HGA</b>		
E	316-40000-309	Contractual Services	\$33,456.00	167090	MILL STREET RAMP DESIGN
		<b>Total HGA</b>	\$33,456.00		
Paid Chk#	102158	4/13/2016	<b>HOLIDAY</b>		
E	101-42100-210	Operating Supplies (GENERAL)	\$9.12		PD SUPPLIES
E	101-42100-212	Motor Fuels	\$23.30		PD FUEL
E	101-42100-212	Motor Fuels	\$20.01		PD FUEL
		<b>Total HOLIDAY</b>	\$52.43		
Paid Chk#	102159	4/13/2016	<b>IMPACT MAILING &amp; FULFILLMENT</b>		
E	620-40000-322	Postage	\$3,000.00	POSTAGE	UTILITY BILL POSTAGE & PROCESSING
E	610-40000-322	Postage	\$3,000.00	POSTAGE	UTILITY BILL POSTAGE & PROCESSING
		<b>Total IMPACT MAILING &amp; FULFILLMENT</b>	\$6,000.00		
Paid Chk#	102160	4/13/2016	<b>INSITUFORM</b>		
E	620-49100-309	Contractual Services	\$9,085.18	2	2015 SEWER LINING
		<b>Total INSITUFORM</b>	\$9,085.18		
Paid Chk#	102161	4/13/2016	<b>JONES, REBECCA</b>		
E	610-40000-499	Miscellaneous	\$24.99	REIMB.	SUPPLIES
		<b>Total JONES, REBECCA</b>	\$24.99		
Paid Chk#	102162	4/13/2016	<b>KIRVIDA FIRE, INC.</b>		
E	101-42100-404	Repairs/Maint - Machin/Equip	\$177.98	5391	FD TRUCK REPAIRS
		<b>Total KIRVIDA FIRE, INC.</b>	\$177.98		
Paid Chk#	102163	4/13/2016	<b>LAKE 360 INC.</b>		
E	640-47000-340	Advertising	\$1,500.00	2016	2016 CONTRIBUTION FROM STORE & BAR
E	640-48000-340	Advertising	\$1,500.00	2016	2016 CONTRIBUTION FROM STORE & BAR
		<b>Total LAKE 360 INC.</b>	\$3,000.00		
Paid Chk#	102164	4/13/2016	<b>LANO EQUIPMENT, INC.</b>		
E	101-43100-220	Repair/Maint Supply (GENERAL)	\$335.00	03-358886	PARTS
		<b>Total LANO EQUIPMENT, INC.</b>	\$335.00		
Paid Chk#	102165	4/13/2016	<b>LEXISNEXIS RISK DATA</b>		
E	101-42100-309	Contractual Services	\$66.00	121455020160	PD SERVICE
		<b>Total LEXISNEXIS RISK DATA</b>	\$66.00		
Paid Chk#	102166	4/13/2016	<b>LOFFLER COMPANIES, INC.</b>		
E	101-41500-311	Data Processing	\$2,870.00	2209158	NETWORK SUPPORT
		<b>Total LOFFLER COMPANIES, INC.</b>	\$2,870.00		
Paid Chk#	102167	4/13/2016	<b>LONG LAKE TRU VALUE</b>		
E	101-43100-220	Repair/Maint Supply (GENERAL)	\$11.27		SUPPLIES
E	101-45200-210	Operating Supplies (GENERAL)	\$48.50		SUPPLIES
E	610-40000-210	Operating Supplies (GENERAL)	\$71.93		SUPPLIES
E	620-40000-210	Operating Supplies (GENERAL)	\$29.97		SUPPLIES
E	640-48000-404	Repairs/Maint - Machin/Equip	\$4.58		SUPPLIES
		<b>Total LONG LAKE TRU VALUE</b>	\$166.25		
Paid Chk#	102168	4/13/2016	<b>MANSFIELD OIL COMPANY</b>		
E	101-49200-212	Motor Fuels	\$951.67	306002	FUEL
E	101-49200-212	Motor Fuels	\$1,637.57	328618	FUEL
		<b>Total MANSFIELD OIL COMPANY</b>	\$2,589.24		
Paid Chk#	102169	4/13/2016	<b>MARCO</b>		
E	101-41500-404	Repairs/Maint - Machin/Equip	\$126.36	INV3225890	COPIER MAINT.

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
<b>Total MARCO</b>			\$126.36		
Paid Chk#	102170	4/13/2016	<b>MARINE DOCK &amp; LIFT</b>		
E 233-40000-309	Contractual Services		\$3,916.00	2016	DOCK PLACEMENT
<b>Total MARINE DOCK &amp; LIFT</b>			\$3,916.00		
Paid Chk#	102171	4/13/2016	<b>MARY DELAITTRE</b>		
E 233-40000-302	Consultants		\$8,002.50	MARCH 2016	LAKE EFFECT
<b>Total MARY DELAITTRE</b>			\$8,002.50		
Paid Chk#	102172	4/13/2016	<b>METERING &amp; TECHNOLOGY SOLUTION</b>		
G 610-14100	Inventory of Material/Supply		\$739.98	5999	WATER METERS
G 620-14100	Inventory of Material/Supply		\$739.98	5999	WATER METERS
E 620-40000-211	Meter supplies		\$22.05	6006	WATER METERS
E 610-40000-211	Meter supplies		\$22.05	6006	WATER METERS
<b>Total METERING &amp; TECHNOLOGY SOLUTION</b>			\$1,524.06		
Paid Chk#	102173	4/13/2016	<b>METROPOLITAN COUNCIL</b>		
E 620-40000-386	Other Utilities		\$37,744.23	0001053935	SEWER SERVICE
<b>Total METROPOLITAN COUNCIL</b>			\$37,744.23		
Paid Chk#	102174	4/13/2016	<b>MICRO CENTER</b>		
E 235-40000-540	Equipment		\$119.99	6065256	WCTV EQUIPMENT
<b>Total MICRO CENTER</b>			\$119.99		
Paid Chk#	102175	4/13/2016	<b>MINT ROOFING</b>		
E 408-40000-520	Buildings and Structures		\$2,414.00	60718	FD REPAIRS
<b>Total MINT ROOFING</b>			\$2,414.00		
Paid Chk#	102176	4/13/2016	<b>MN BATTERY LLC</b>		
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$158.00	15869	PARTS
E 101-45200-222	Repair & Maint - Equip		\$44.75	15901	PARTS
<b>Total MN BATTERY LLC</b>			\$202.75		
Paid Chk#	102177	4/13/2016	<b>MN BUREAU OF CRIMINAL APPREHEN</b>		
E 101-42100-434	Training and schools		\$375.00	23018-031516	PD TRAINING
<b>Total MN BUREAU OF CRIMINAL APPREHEN</b>			\$375.00		
Paid Chk#	102178	4/13/2016	<b>MN CHILD SUPPORT PAYMENT CENTE</b>		
G 101-21710	County WH		\$235.00	0015104841	WITHHOLDING ORDER
<b>Total MN CHILD SUPPORT PAYMENT CENTE</b>			\$235.00		
Paid Chk#	102179	4/13/2016	<b>MORRIE S MINNETONKA FORD</b>		
E 101-42100-404	Repairs/Maint - Machin/Equip		\$37.53	540448	PD REPAIRS
<b>Total MORRIE S MINNETONKA FORD</b>			\$37.53		
Paid Chk#	102180	4/13/2016	<b>MUNSON LAKES NUTRITION</b>		
E 620-40000-217	Uniforms		\$12.00	0435083CP	UNIFORMS
E 610-40000-217	Uniforms		\$12.00	0435083CP	UNIFORMS
E 620-40000-217	Uniforms		\$36.00	0437248CP	UNIFORMS
E 610-40000-217	Uniforms		\$36.00	0437248CP	UNIFORMS
<b>Total MUNSON LAKES NUTRITION</b>			\$96.00		
Paid Chk#	102181	4/13/2016	<b>NEWMAN TRAFFIC SIGNS</b>		
E 101-43100-226	Sign Repair Materials		\$362.36	0296123	STREET SIGNS
E 101-43100-226	Sign Repair Materials		\$135.81	0296195	STREET SIGNS
<b>Total NEWMAN TRAFFIC SIGNS</b>			\$498.17		
Paid Chk#	102182	4/13/2016	<b>NOKOMIS SHOE SHOP</b>		

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
E 101-45200-241	Safety equip/testings		\$143.75	71312	SAFETY BOOTS
	<b>Total NOKOMIS SHOE SHOP</b>		\$143.75		
Paid Chk# 102183	4/13/2016	<b>OFFICE DEPOT</b>			
E 630-40000-200	Office Supplies (GENERAL)		\$12.76	830159526001	SUPPLIES
E 101-42100-200	Office Supplies (GENERAL)		\$13.48	830159526001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$22.58	830159526001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$4.99	830159606001	SUPPLIES
	<b>Total OFFICE DEPOT</b>		\$53.81		
Paid Chk# 102184	4/13/2016	<b>PAKOR INC.</b>			
E 630-40000-210	Operating Supplies (GENERAL)		\$428.82	8017347	MV SUPPLIES
	<b>Total PAKOR INC.</b>		\$428.82		
Paid Chk# 102185	4/13/2016	<b>PERMATOP</b>			
E 101-42200-404	Repairs/Maint - Machin/Equip		\$1,800.00	5059	FD REPAIRS
	<b>Total PERMATOP</b>		\$1,800.00		
Paid Chk# 102186	4/13/2016	<b>PLYMOUTH AUTOMOTIVE INC.</b>			
E 101-42100-499	Miscellaneous		\$216.83	3/14/16	TOWING SERVICE
	<b>Total PLYMOUTH AUTOMOTIVE INC.</b>		\$216.83		
Paid Chk# 102187	4/13/2016	<b>PRAIRIE RESTORATIONS, INC.</b>			
E 404-40000-309	Contractual Services		\$425.00	0038619	CITY HALL HILL MAINT.
	<b>Total PRAIRIE RESTORATIONS, INC.</b>		\$425.00		
Paid Chk# 102188	4/13/2016	<b>RAILROAD MANAGEMENT CO. III</b>			
E 610-40000-499	Miscellaneous		\$176.86	330164	WATER PIPELINE CROSSING LICENSE FEE
	<b>Total RAILROAD MANAGEMENT CO. III</b>		\$176.86		
Paid Chk# 102189	4/13/2016	<b>SAFEASSURE CONSULTANTS INC.</b>			
E 101-43100-433	Dues, Licensing & Seminars		\$1,035.30	1022	PW SAFETY TRAINING
E 620-40000-433	Dues, Licensing & Seminars		\$517.65	1022	PW SAFETY TRAINING
E 610-40000-433	Dues, Licensing & Seminars		\$517.65	1022	PW SAFETY TRAINING
E 101-45200-433	Dues, Licensing & Seminars		\$1,035.30	1022	PW SAFETY TRAINING
	<b>Total SAFEASSURE CONSULTANTS INC.</b>		\$3,105.90		
Paid Chk# 102190	4/13/2016	<b>SAM S CLUB</b>			
E 101-42200-210	Operating Supplies (GENERAL)		\$35.36		FD SUPPLIES
	<b>Total SAM S CLUB</b>		\$35.36		
Paid Chk# 102191	4/13/2016	<b>SHORT ELLIOTT HENDRICKSON INC.</b>			
E 407-40000-302	Consultants		\$6,898.00	312882	CELL TOWER STUDY
	<b>Total SHORT ELLIOTT HENDRICKSON INC.</b>		\$6,898.00		
Paid Chk# 102192	4/13/2016	<b>SHREE INVESTMENTS, LLC</b>			
G 802-20312	110 GLEAHAVEN		\$928.67	REFUND	GLEAHAVEN SUBDIVISION ESCROW BALANCE REFUND
	<b>Total SHREE INVESTMENTS, LLC</b>		\$928.67		
Paid Chk# 102193	4/13/2016	<b>SILENT KNIGHT SECURITY GROUP</b>			
E 101-41940-409	Maint services & Improv		\$144.00	92907	DEPOT MONITORING
	<b>Total SILENT KNIGHT SECURITY GROUP</b>		\$144.00		
Paid Chk# 102194	4/13/2016	<b>SITEONE LANDSCAPE SUPPLY</b>			
E 232-40000-210	Operating Supplies (GENERAL)		\$107.75	75015601	CEMETARY SUPPLIES
E 404-40000-227	Plantings		\$23.45	75167529	GRAVEL BED SUPPLIES
	<b>Total SITEONE LANDSCAPE SUPPLY</b>		\$131.20		

**\*Check Detail Register©**

March 2016 to April 2016

			Check Amt	Invoice	Comment
Paid Chk#	102195	4/13/2016	<b>STANTEC CONSULTING SERVICES</b>		
	E 610-49100-302	Consultants	\$3,782.00	1032928	WTP#2
	<b>Total</b>	<b>STANTEC CONSULTING SERVICES</b>	\$3,782.00		
Paid Chk#	102196	4/13/2016	<b>STATE OF MINNESOTA</b>		
	E 101-42100-323	Radio Units	\$270.00	00000298818	PD CONNECTION
	<b>Total</b>	<b>STATE OF MINNESOTA</b>	\$270.00		
Paid Chk#	102197	4/13/2016	<b>STREICHER S</b>		
	E 101-42100-217	Uniforms	\$45.98	I1200937	PD UNIFORMS
	E 101-42100-540	Equipment	\$194.99	I1202599	PD EQUIPMENT
	<b>Total</b>	<b>STREICHER S</b>	\$240.97		
Paid Chk#	102198	4/13/2016	<b>TIME SAVER</b>		
	E 101-41100-302	Consultants	\$609.00	M22032	MTG.MINUTES
	<b>Total</b>	<b>TIME SAVER</b>	\$609.00		
Paid Chk#	102199	4/13/2016	<b>TRI-CITY</b>		
	E 610-40000-309	Contractual Services	\$52.50	3/1-3/31/16	WATER ANALYSIS
	<b>Total</b>	<b>TRI-CITY</b>	\$52.50		
Paid Chk#	102200	4/13/2016	<b>TRI-K SERVICES</b>		
	E 101-45200-240	Small Tools and Minor Equip	\$850.00	3621	GARDEN TILLER
	<b>Total</b>	<b>TRI-K SERVICES</b>	\$850.00		
Paid Chk#	102201	4/13/2016	<b>TWIN CITY GARAGE DOOR CO.</b>		
	E 101-41940-401	Repairs/Maint Buildings	\$393.00	457833	PW REPAIRS
	<b>Total</b>	<b>TWIN CITY GARAGE DOOR CO.</b>	\$393.00		
Paid Chk#	102202	4/13/2016	<b>UPS STORE</b>		
	E 233-40000-210	Operating Supplies (GENERAL)	\$23.45	9567	LAKE EFFECT COPIES
	<b>Total</b>	<b>UPS STORE</b>	\$23.45		
Paid Chk#	102203	4/13/2016	<b>VALLEY-RICH CO., INC.</b>		
	E 610-40000-405	Maint/Replac - System	\$2,646.00	22626	WATERMAIN BREAK
	<b>Total</b>	<b>VALLEY-RICH CO., INC.</b>	\$2,646.00		
Paid Chk#	102204	4/13/2016	<b>VAN PAPER COMPANY</b>		
	E 101-41500-200	Office Supplies (GENERAL)	\$243.58	382028	SUPPLIES
	E 101-41500-200	Office Supplies (GENERAL)	\$36.00	382028-01	SUPPLIES
	<b>Total</b>	<b>VAN PAPER COMPANY</b>	\$279.58		
Paid Chk#	102205	4/13/2016	<b>VERIZON WIRELESS</b>		
	E 101-42200-323	Radio Units	\$25.60	9762431842	FD SERVICE
	<b>Total</b>	<b>VERIZON WIRELESS</b>	\$25.60		
Paid Chk#	102206	4/13/2016	<b>VILLAGE CHEVROLET</b>		
	E 101-42200-404	Repairs/Maint - Machin/Equip	\$116.81	724552	FD REPAIRS
	<b>Total</b>	<b>VILLAGE CHEVROLET</b>	\$116.81		
Paid Chk#	102207	4/13/2016	<b>WESTSIDE WHOLESALE TIRE</b>		
	E 101-45200-404	Repairs/Maint - Machin/Equip	\$25.00	763974	TIRE REPAIR
	<b>Total</b>	<b>WESTSIDE WHOLESALE TIRE</b>	\$25.00		
Paid Chk#	102208	4/13/2016	<b>XCEL ENERGY</b>		
	E 101-41940-381	Electric Utilities	\$11.42		SERVICE
	E 101-41940-381	Electric Utilities	\$3,928.28		SERVICE
	E 101-42200-381	Electric Utilities	\$288.66		SERVICE
	E 610-40000-381	Electric Utilities	\$4,759.99		SERVICE

**\*Check Detail Register©**

March 2016 to April 2016

		Check Amt	Invoice	Comment
E 640-47000-381	Electric Utilities	\$1,271.32		SERVICE
E 640-48000-381	Electric Utilities	\$2,966.40		SERVICE
E 620-40000-381	Electric Utilities	\$810.25		SERVICE
E 101-45203-381	Electric Utilities	\$4,542.53		SERVICE
	<b>Total XCEL ENERGY</b>	<b>\$18,578.85</b>		
	<b>10100 Anchor Bank</b>	<b>\$362,763.52</b>		

**Fund Summary**

**10100 Anchor Bank**

101 GENERAL FUND	\$68,878.22
232 CEMETARY	\$107.75
233 LAKFRONT IMPROVE	\$46,669.09
235 CABLE TV	\$2,933.90
238 SELF INSURANCE	\$3,545.00
316 BAY CENTER	\$33,456.00
404 PARK AND TRAIL CIP	\$4,774.94
407 CELL TOWER	\$6,898.00
408 GENERAL CIP	\$2,414.00
430 STREET CIP	\$132.25
437 LIBRARY/COMM.ROOM CIP	\$120.00
610 WATER FUND	\$18,833.95
620 SEWER FUND	\$52,269.65
630 MOTOR VEHICLE	\$1,310.82
640 LIQUOR	\$118,142.05
650 SOLID WASTE	\$1,349.23
802 ESCROW PROJECTS	\$928.67
	<b>\$362,763.52</b>

4/19/2016

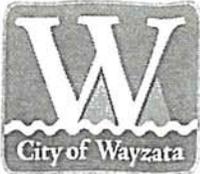
THE FOLLOWING 2016 MUNICIPAL LICENSES  
WERE APPROVED ADMINISTRATIVELY

<b>2016 Tree Removal &amp; Treatment License</b>	
Holtz Firewood & Tree Service, LLC	Royalton, MN
<b>2016 Swimming Pool License</b>	
Locust Hills Homeowner's Association	500 Locust Hills Drive
<b>2016 Gas Fitter's License</b>	
Master Gas Fitters, Inc	North St. Paul

2016 MUNICIPAL LICENSES  
FOR CITY COUNCIL APPROVAL ON 04/19/2016

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

<b>Permit for a ONE (1) Day Temporary Consumption and Display Permit at Unitarian Universalist Church of Minnetonka on 5/13/16</b>	
Unitarian Universalist Church of Minnetonka	605 Rice Street



APPLICATION FOR A 1 DAY TEMPORARY CONSUMPTION AND DISPLAY PERMIT

NAME OF ORGANIZATION: Unitarian Universalist Church of MtKa  
DATE(S) OF EVENT: Friday, May 13<sup>th</sup> 2016 START TIME: 7:30 PM STOP TIME: 10:30 PM  
NAME OF EVENT: Performing Arts Concert - Muscian Roy Zimmerman  
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, Wayzata

NAME OF PERSON IN CHARGE AT EVENT: William Tregaskis  
TELEPHONE NUMBER OF PERSON IN CHARGE AT EVENT: 612-220-2867 or 763-477-7431

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 building @ 605 Rice Street E.

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: 4/3/2016  
PRINT NAME: JUDY REGAN

CITY FEE AMOUNT: \$25.00 DATE FEE PAID: 04-08-2016 RECEIPT # 33718

POLICE CHIEF SIGNATURE: [Signature] DATE SIGNED: 4/11/16

APPROVED BY WAYZATA CITY COUNCIL ON: \_\_\_\_\_

DEPUTY CITY CLERK SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_



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 mtka	1960	23688	
Address	City	State	Zip Code
605 Rice Street	Wayzata	Minnesota	55364
Name of person making application	Business phone	Home phone	
Judy Regan / Bill Tregaskis			
Date(s) of event	Type of organization		
Friday, May 13 <sup>th</sup> 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
<input type="button" value="Add New Officer"/>			

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

605 Rice Street, Wayzata, - Inside building

APPROVAL

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

City of Wayzata	Date Approved
City or County approving the license	
\$ 25.00 # 33718	Permit Date
Fee Amount	
04-08-2016	City or County Email Address
Date Fee Paid	952-404-5303
	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](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)

**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.**

<b>NAME AND ADDRESS OF AGENCY</b> Helland Agency, Inc. 18202 Minnetonka Blvd. Deephaven, MN. 55391	
<b>NAME AND ADDRESS OF FIRST NAMED INSURED</b> 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>1296430</u> Issued by <u>GuideOne Specialty Mutual 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"/> <b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <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 # _____	4/1/2017	<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/ 1,500,000 <input checked="" type="checkbox"/> 1,000,000/ 3,000,000
<b>AUTOMOBILE LIABILITY SYMBOL</b> <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>		<b>BODILY INJURY AND PROPERTY DAMAGE COMBINED</b>	\$1,000,000
<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> <b>UMBRELLA FORM</b>	<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 # _____	4/1/2017	<b>OCCURRENCE/AGGREGATE</b>	\$1,000,000 \$1,000,000
<b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>	<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 # _____	4/1/2017	<b>STATUTORY</b>	Included
Property Insurance OTHER	GuideOne Spec. ....	4/1/2017	Per Schedule	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES**  
 Church And Related Activities, Including April 16th Concert. Insurance Coverage Includes Host Liquor Coverage, Along With Off Church Premises Activities.

**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

**NAME AND ADDRESS OF CERTIFICATE HOLDER:**  
 City Of Wayzata  
 600 Rice Street  
 Wayzata, MN. 55391-1734

**DATE ISSUED:** 3/9/2016

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any material false information, or commits for the purpose of obtaining insurance any material false statement, commits a fraudulent business 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

**WAYZATA POLICE DEPARTMENT  
ACTIVITY REPORT – MARCH, 2016**

-----  
**Theft** **Reported:** 03-31-2016 1613

Report of a theft of mail. Unknown loss at this time.

**Addresses Involved**

200 block of Glendale Dr, Long Lake, MN 55356  
-----

**Forgery** **Reported:** 03-31-2016 1210

Report of a forged prescription.

**Addresses Involved**

1000 block of Wayzata Blvd E, Wayzata, MN 55391  
-----

**Damage to Property - Criminal** **Reported:** 03-30-2016 1310

Report of a vehicle damaging the grass in park.

**Addresses Involved**

300 block of Harrington Dr, Long Lake, MN 55356  
-----

**Forgery** **Reported:** 03-29-2016 0938

Report of a forged prescription.

**Addresses Involved**

1100 block of Wayzata Blvd E, Wayzata, MN 55391  
-----

**DWI** **Reported:** 03-29-2016 0055

52 year old male from Chanhassen arrested for driving while under the influence. Tested .08

**Addresses Involved**

County Road 15 West & Hillside Dr, Wayzata, MN 55391

**Names Involved**

(Arrested) Yates, Bobby Joe (Age:52)  
-----

**Theft** **Reported:** 03-28-2016 1532

Report of identity theft. Unknown loss at this time.

**Addresses Involved**

100 block of Peavey Lane, Wayzata, MN 55391 USA  
-----

**Suspicious** **Reported:** 03-26-2016 1839

Report of juveniles throwing an object off overpass. Area checked, unable to locate juveniles.

**Addresses Involved**

Gleason Lake Rd & Hwy 12, Wayzata, MN  
-----

**Domestic** **Reported:** 03-26-2016 1525

Report of a verbal dispute. Parties arranged to separate for the night.

**Addresses Involved**

1300 block of Wayzata Blvd E, Wayzata, MN 55391  
-----

**Warrant** **Reported:** 03-26-2016 1431

57 year old female from Watertown arrested on an outstanding warrant.

**Addresses Involved**

Carlson Pkwy & I 394, Minnetonka, MN

**Names Involved**

(Arrested) Atwell, Doreen Faye (Age:57)  
-----

-----  
**DWI** **Reported:** 03-25-2016 1841  
43 year old female from Spring Park arrested for driving while under the influence. Refused to test.

**Addresses Involved**  
Shoreline Dr & Hillside Dr, Wayzata, MN 55391

**Names Involved**  
(Arrested) Scholten, Cindy Marlene (Age:42)

-----  
**Disturbance** **Reported:** 03-24-2016 1409  
Report of a verbal argument. Female left prior to officer arrival.

**Addresses Involved**  
200 block of Bushaway Rd, Wayzata, MN 55391

-----  
**Theft** **Reported:** 03-24-2016 1152  
Report of a theft of mail.

**Addresses Involved**  
200 block of Charles St, Long Lake, MN 55356 USA

-----  
**Missing Person** **Reported:** 03-23-2016 2315  
Report of a missing person. Male was located.

**Addresses Involved**  
400 block of Wayzata Blvd E, Wayzata, MN 55391

-----  
**Disturbance** **Reported:** 03-23-2016 2241  
Report of a male causing a disturbance. Male was asked to leave.

**Addresses Involved**  
700 block of Mill St, Wayzata, MN 55391

-----  
**Missing Person** **Reported:** 03-23-2016 2119  
Report of a missing person. Male was located at his residence. Unfounded.

**Addresses Involved**  
400 block of Ridgeview Dr E, Wayzata, MN 55391

-----  
**Financial Transaction Card Fraud** **Reported:** 03-23-2016 1519  
Report of a fraudulent use of a credit card. Loss \$287.

**Addresses Involved**  
1100 block of Wayzata Blvd E, Wayzata, MN 55391

-----  
**Open Door** **Reported:** 03-22-2016 2008  
Officer observed an open garage door. Nothing suspicious found, door closed.

**Addresses Involved**  
400 block of Lake St E, Wayzata, MN 55391

-----  
**Domestic Assault** **Reported:** 03-20-2016 1358  
Report of a domestic assault. Charges pending.

**Addresses Involved**  
2100 block of Grand Ave, Long Lake, MN 55356

-----  
**Suspicious** **Reported:** 03-18-2016 1116  
Report of an attempted phone scam. No loss at this time.

**Addresses Involved**  
2100 block Neilson Ave, Long Lake, MN 55356

-----  
**Theft** **Reported:** 03-17-2016 1327  
Report of a theft of mail and damage to mailbox.  
**Addresses Involved**  
1200 block of Lasalle St, Wayzata, MN 55391  
-----

**Theft** **Reported:** 03-17-2016 0216  
Report of a theft of mail.  
**Addresses Involved**  
300 block of Hampton St, Wayzata, MN 55391  
-----

**Theft** **Reported:** 03-16-2016  
Report of a theft of mail.  
**Addresses Involved**  
300 block of Bushaway Rd, Wayzata, MN 55391  
-----

**Theft** **Reported:** 03-16-2016 2001  
Report of a theft of mail.  
**Addresses Involved**  
1200 block of Lasalle St, Wayzata, MN 55391  
-----

**Theft** **Reported:** 03-16-2016 1935  
Report of a theft of mail.  
**Addresses Involved**  
1200 block of Lasalle St, Wayzata, MN 55391  
-----

**Theft** **Reported:** 03-16-2016 1810  
Report of a theft of mail.  
**Addresses Involved**  
300 block of Hampton St, Wayzata, MN 55391  
-----

**Theft** **Reported:** 03-16-2016 1757  
Report of a theft of mail.  
**Addresses Involved**  
300 block of Bushaway Rd, Wayzata, MN 55391  
-----

**Domestic Assault** **Reported:** 03-16-2016 1523  
Report of an assault. Victim did not want to pursue charges.  
**Addresses Involved**  
100 block of Broadway Ave N, Wayzata, MN 55391  
-----

**Theft** **Reported:** 03-16-2016 0447  
Report of a theft of mail.  
**Addresses Involved**  
1200 block of LaSalle St, Wayzata, MN 55391  
-----

**Damage to Property** **Reported:** 03-15-2016 1706  
Report of a shattered window while driving. Unknown cause. Loss approximately \$150.  
**Addresses Involved**  
Hwy 12 E & Ferndale Rd N, Wayzata, MN 55391  
-----

-----  
**Theft** **Reported:** 03-15-2016 1400  
Report of a theft by swindle. Loss \$1900.  
**Addresses Involved**  
200 block of Lake St E, Wayzata, MN 55391  
-----

**Theft** **Reported:** 03-15-2016 1319  
Theft by swindle. Loss \$1000.  
**Addresses Involved**  
600 block of Harmony Cir, Wayzata, MN 55391  
-----

**DWI** **Reported:** 03-14-2016 2305  
27 year old male from Minnetonka arrested for driving while under the influence. Tested .19  
**Addresses Involved**  
300 block of Broadway Avenue N, Wayzata, MN 55391 USA  
**Names Involved**  
(Arrested) Oconnor, Richard William (Age:27)  
-----

**Obstruct Legal Process** **Reported:** 03-14-2016 1934  
35 year old male from Minneapolis arrested for giving false information to police.  
**Addresses Involved**  
Highway 12 & Carlson Pkwy, Wayzata, MN 55391 USA  
**Names Involved**  
(Arrested) Mapp, Bryant Artee Theodore (Age:35)  
-----

**Domestic Assault** **Reported:** 03-13-2016 2257  
18 year old female from Wayzata arrested for domestic assault.  
**Addresses Involved**  
600 block of Wayzata Blvd E, Wayzata, MN 55391  
**Names Involved**  
(Arrested) Johnson, Adessa Tajee (Age:18)  
-----

**Disturbance** **Reported:** 03-13-2016 0036  
Officers observed a male standing in the street causing a disturbance. Advised.  
**Addresses Involved**  
700 block of Lake St E, Wayzata, MN 55391  
-----

**Fire** **Reported:** 03-12-2016 1638  
Report of dumpster fire. Long Lake Fire extinguished fire.  
**Addresses Involved**  
500 block of Brimhall Ave, Long Lake, MN 55356  
-----

**Controlled Substance** **Reported:** 03-12-2016 0225  
Driver cited for possession of a small amount of marijuana in a motor vehicle and possession of drug paraphernalia.  
**Addresses Involved**  
Ferndale Rd & Wayzata Blvd, Wayzata, MN  
-----

-----  
**Suspicious** **Reported:** 03-10-2016 0752  
Report of a suspicious vehicle in the parking lot. Driver works for neighboring business and was waiting for his shift to start.  
**Addresses Involved**  
900 block of Wayzata Blvd E, Wayzata, MN 55391  
-----

**Theft** **Reported:** 03-09-2016 1532  
Report of a theft of a purse. Unknown loss at this time.  
**Addresses Involved**  
1100 block of Wayzata Blvd E, Wayzata, MN 55391  
-----

**Warrant** **Reported:** 03-06-2016 2047  
46 year old male from Eden Prairie arrested on an outstanding warrant.  
**Addresses Involved**  
Arcola Bridge, Orono, MN  
**Names Involved**  
(Arrested) Gribovsky, Peter (Age:46)  
-----

**Warrant** **Reported:** 03-06-2016 0243  
28 year old male was arrested on an outstanding warrant. He paid cash bail and was released from the scene.  
**Addresses Involved**  
16000 block of Hwy 12, Wayzata, MN 55391  
**Names Involved**  
(Arrested) Agaade, Faisal Khalif (Age:28)  
-----

**Theft** **Reported:** 03-05-2016 0635  
Report of a theft of a fur hat. Loss \$300.  
**Addresses Involved**  
1200 block of Wayzata Blvd E, Wayzata, MN 55391  
-----

**Warrant** **Reported:** 03-04-2016 1438  
20 year old male from Minneapolis arrested on an outstanding warrant.  
**Addresses Involved**  
200 block of Central Avenue N, Wayzata, MN 55391 USA  
**Names Involved**  
(Arrested) Harris, Demonta Latrell (Age:20)  
-----

**Disturbance** **Reported:** 03-03-2016 2228  
Loud music complaint. Business was advised and turned down the music.  
**Addresses Involved**  
1100 block of Wayzata Blvd E, Wayzata, MN 55391  
-----

**Suspicious** **Reported:** 03-03-2016 1804  
Report of an attempted phone scam. No loss at this time.  
**Addresses Involved**  
1900 block of Wayzata Blvd W, Long Lake, MN 55356  
-----

**Open Door** **Reported:** 03-03-2016 0001  
Officer observed an open garage door. Door was secured.  
**Addresses Involved**  
400 block of Wayzata Blvd E, Wayzata, MN 55391 USA  
-----

-----  
**Suspicious** **Reported:** 03-02-2016 2226

Report of male asking for money. Party was gone upon officer arrival.

**Addresses Involved**

1100 block of Wayzata Blvd E, Wayzata, MN 55391  
-----

**Financial Transaction Card Fraud** **Reported:** 03-02-2016 1400

Report of a financial transaction card fraud. Loss \$718.

**Addresses Involved**

2400 block of Industrial Blvd W, Long Lake, MN 55391  
-----

**Missing Person** **Reported:** 03-02-2016 1356

Report of a missing elderly male with dementia. Male was located and returned to his family.

**Addresses Involved**

500 block of Indian Mound St, Wayzata, MN 55391  
-----

**TRAFFIC – MARCH, 2016**

CITATIONS	138
WRITTEN WARNINGS	13
VERBAL WARNINGS	71

Description	Mar 2016
MISSING PERSON	3
MISSING ANIMAL	1
MISSING/LOST PROPERTY	5
FOUND ANIMAL	2
FOUND PROPERTY	10
ABANDONED VEHICLE	1
PIMV	1
PI INVOLVING BICYCLE/PED	1
PDMV	16
H & R PDMV	3
Other Fire/Smoke	1
Structure/Object Fire	1
FIRE ALARM	6
HAZ ROAD CONDITION	10
RR Crossing Hazard	1
SUICIDE ATTEMPT	1
SUICIDE THREAT	1
SUDDEN DEATH	4
OTHER MEDICAL	36
72 Hour Hold/Emergency Admission	2
WELFARE CHECK - ADULT	13
WELFARE CHECK - JUV	5
INFO REC'D	15
VERBAL DOMESTIC	1
CIVIL MATTER	1
Trespass Warn/Order	1
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	12
SUSPICION	22
OPEN DOOR/WINDOW	3
SCAM/FRAUD ATTEMPT	1
DRIVING/TRAFFIC COMPLAINT	33
PARKING COMPL	1
HOUSE/BUSINESS CHECKS	1
RECORD CHECKS	13
FIREARM PERMIT	1
HC SHERIFFS PERMIT TO CARRY	7
LIQUOR LICENSE CHECKS/PERMIT	16

PARKING PERMIT	2
ANIMAL COMPLAINT/CHECK	13
ANIMAL IMPOUND	1
DISPATCH ANIMAL	2
DOG LICENSE ISSUED	8
PATROL REQUEST	4
POLICE ESCORT/STAND-BY	4
FUNERAL ESCORT	2
ADULT PROTECTION ASSIST	3
FINGERPRINTS	7
ASSIST CHILD PROTECTION	6
MOTORIST ASSIST/STALL	9
UTILITY PROBLEM	4
PUBLIC ASSIST	13
LOCKOUT	2
BUSINESS ALARM	12
HOME ALARM	16
911 HANG-UP	15
ASSIST OTHER DEPT	12
WARRANT/ATTEMPT/ARREST	6
TRAFFIC CONTROL / DIRECT ENFORCEMENT	14
TRANSPORT	1
ADMINISTRATIVE DUTIES	1
ASLT 5 PRIOR CONV 2Y-GM-UNK-HANDS-CHLD-AC	1
DOM ASLT-MS-INFLT BODILY HARM-OTH WEAP-AD-FAM	1
DOM ASLT-MS-INFLT BODILY HARM-HANDS-AD-FAM	1
ASLT-DOMESTIC-MS-INFLT BODLY HRM-HNDS-ADLT-AC	1
DRUGS-SM AMT IN MOT VEH-POSS-MARIJ-UNK	1
DRUGS-DRUG PARAPH-POSSESS-UNK-UNK	1
TRAF-AC-GM-2ND DEG DWI-UI ALCOHOL-MV	1
TRAF-AC-GM-2ND DEG DWI-REFUSAL TO TEST-MV	1
TRAF-ACC-M-4TH DEG DWI-UI ALCOHOL-MV	1
DISTURB PEACE-MS-DISORDERLY CONDUCT	1
PROP DAMAGE-MS-PRIVATE-OTHER INTENT	2
PROP DAMAGE-MS-PUBLIC-OTHER INTENT	1
THEFT-OTHER-FE-MAILS-OTH PROP	1
THEFT-1001-5000 DLRS FE-MAIL-OTH PROPERTY	9
THEFT-500 OR LESS MS-BLDG-OTH PROP	2
THEFT-UNK LVL-IDENTITY THEFT-UNK LOSS	2
THEFT-FE-FALSE REPRESENTATN-501-2500	1
FRAUD-FE-FIN-TRAN-CARD-NO-CONSENT-251-2500	1
THEFT-GM-THEFT BY SWINDLE OR TRICK-501-2500	1
FRAUD-GM-FIN-TRAN-CARD-NO-CONSENT-251-2500	1
CRIM AGNST ADM JUST-MS-GIVE FLSE NAM POL	1

	2015	2016 Jan	2016 Feb	2016 March	2016
--	------	----------	----------	------------	------

**BUILDING CONSTRUCTION**

NUMBER OF BLDG. PERMITS	259	17	17	13	47
PROJECT VALUE	\$50,380,054.75	\$2,332,855.17	\$1,082,874.45	\$617,445.00	\$4,033,174.62
BUILDING PERMIT FEE	\$329,932.64	\$17,071.25	\$10,373.00	\$7,406.75	\$34,851.00
PLAN CHECK FEE	\$181,911.71	\$10,845.70	\$5,913.28	\$3,973.98	\$20,732.96

**EXTERIOR REPAIR**

NUMBER OF PERMITS	98	0	1	2	3
PROJECT VALUE	\$1,566,840.36	\$0.00	\$30,000.00	\$9,443.00	\$39,443.00
PERMIT FEE	\$24,942.50	\$ -	\$ 466.75	\$ 250.75	\$ 717.50

**MECHANICAL**

NUMBER OF PERMITS	228	10	17	17	44
PROJECT VALUE	\$3,391,980.96	70,920.70	586,486.50	169,410.25	\$826,817.45
PERMIT FEE	\$62,881.44	1,418.42	9,856.24	3,412.42	\$14,687.08

**PLUMBING**

NUMBER OF PERMITS	240	15	21	14	50
PROJECT VALUE	\$1,895,967.76	\$81,130.00	\$564,395.00	\$1,253,162.00	\$1,898,687.00
PERMIT FEE	\$38,015.46	\$1,687.60	\$9,726.20	\$19,406.08	\$30,819.88

TOTAL # OF PERMITS	825	42	56	46	144
TOTAL INCOME	\$637,683.75	\$31,022.97	\$36,335.47	\$34,449.98	\$101,808.42

**NUMBER OF INSPECTIONS**

BUILDING	1087	50	60	59	169
EXTERIOR	150	1	1	3	5
HVAC	466	30	24	29	83
PLUMBING	508	25	25	34	84
OTHER	5	0	1	1	2
TOTAL # OF INSPECTIONS	2216	106	111	126	343

**RENTAL HOUSING INSPECTIONS**

INSPECTIONS	119	1	14	16	31
-------------	-----	---	----	----	----

**EROSION CONTROL INSPECTIONS**

INSPECTIONS	165				
-------------	-----	--	--	--	--



*Thomas J. Larsen  
Senior Vice President  
Government & Public Relations*

March 21, 2016

Dear Mayor and City Leaders:

In March 1996, Mediacom began acquiring and reinvigorating cable systems in the nation's underserved markets. Our mission was simple: offer the small and mid-sized communities we serve the same or better communications and video services as America's largest cities. Through the hard work and commitment of our 4,600 U.S. based employees, I am proud to say that, over the past two decades, we have delivered on that promise.

Now the time has come to go even further by giving our customers access to one of the fastest broadband networks in the world. To that end, we announced last week **a \$1 billion capital investment plan** that will help fund a number of important customer initiatives over the next 3 years (see Attachment).

Headlining our list of projects:

- the wide-scale deployment of 1 gigabit per second broadband services to virtually all of the 3 million homes and businesses located within our 22 state footprint;
- the expansion of the Mediacom Business fiber network to create more "lit-buildings" within downtown areas and commercial districts in our markets;
- the extension of our residential video, Internet, and phone network to pass an additional 50,000 homes;
- and the launch of community Wi-Fi throughout commercial areas across our national footprint.

The combination of these exciting new projects with our continued focus on improving the customer experience will ensure that Mediacom stays at the forefront as a major contributor to the economic growth and business development of the communities we serve. Unlike some other broadband providers whose services rely on federal, state or local taxpayer subsidies, the investment Mediacom is making to bring 1-Gig and other services to your community is being funded entirely by private money.

Thank you for the continued opportunity to serve your community. With Mediacom's announcement of a \$1 billion capital investment plan over the next 3 years, I believe our collective future is very bright.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Larsen", with a long horizontal flourish extending to the right.

TOM LARSEN



For Immediate Release

## **Mediacom Communications Marks 20<sup>th</sup> Anniversary by Announcing \$1 Billion Capital Investment**

### ***Wide-scale Deployment of 1-Gig Broadband Service Headlines List of Company Initiatives***

---

**Mediacom Park, NY – March 14, 2016** – In recognition of the 20<sup>th</sup> anniversary of its first cable system purchase, Mediacom Communications announced today that the Company intends to invest \$1 billion over the next 3 years to, among other projects, upgrade and expand its national broadband network. Headlining the list of planned company initiatives is “Project Gigabit,” a wide-scale deployment of 1 gigabit per second broadband services to virtually all of the 3 million homes and businesses within the 1,500 communities located in Mediacom’s 22 state footprint.

“From the time we acquired our first cable system in March 1996, Mediacom’s focus has always been to offer the smaller communities we serve the same communications and video services that are available in America’s largest cities,” said Mediacom’s founder and CEO, Rocco B. Commisso. “Project Gigabit will allow us to go even further by giving our customers access to one of the fastest broadband networks in the world.”

Project Gigabit will build upon the residential gigabit product launches completed by Mediacom in 2015 and the widely available Gigabit+ Fiber Solutions™ offered by Mediacom Business today. The Company expects to bring the first wave of Project Gigabit communities online as early as the fourth quarter of 2016. Unlike some other 1-Gig providers whose services are limited to selected neighborhoods and/or are relying on federal, state or local taxpayer subsidies, Mediacom will invest its own money to make gigabit speeds available to essentially all of the residences and businesses along its network.

In addition to Project Gigabit, Mediacom’s \$1 billion capital investment plan will fund a number of other important customer initiatives including:

- Expansion of Mediacom Business’s high-capacity network inside downtown areas and commercial districts in order to create more “lit buildings” within the Company’s footprint and bring tens of thousands of new business customers on-net with immediate access to fiber-based communications services.
- Extension of Mediacom’s deep-fiber residential video, Internet and phone network in order to pass at least an additional 50,000 homes.
- Deployment of community Wi-Fi access points throughout high-traffic commercial and public areas across Mediacom’s national footprint.

“The \$4.2 billion in private capital invested by Mediacom over the last 20 years has allowed us to, among other things, create an all-digital video network, launch a variety of advanced broadband services and deploy nearly 600,000 strand miles of fiber,” continued Commisso. “We decided to accelerate our capital spending over the next 3 years because our Company wants to be the engine that drives economic growth and development for businesses and residents in the communities we serve.”

**About Mediacom Communications**

Mediacom Communications Corporation is the eighth largest cable operator in the U.S. serving about 1.3 million customers in smaller markets primarily in the Midwest and Southeast through its wholly-owned subsidiaries, Mediacom Broadband LLC and Mediacom LLC. Mediacom offers a wide array of information, communications and entertainment services to households and businesses, including video, high-speed data, phone, and home security and automation. Through Mediacom Business, the company provides innovative broadband solutions to commercial and public sector customers of all sizes, and sells advertising and production services under the OnMedia brand. More information about Mediacom is available at [www.mediacomcc.com](http://www.mediacomcc.com).

---

**Contact:**

Tom Larsen

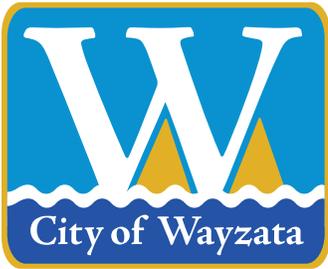
SVP – Government & Public Relations

845-443-2754

[tlarsen@mediacomcc.com](mailto:tlarsen@mediacomcc.com)

January - March 2016 Mediacom Issues

#	ID	Submission Date	Address	What is your technical/customer service issue that you are experiencing?	When was the first time you contacted Mediacom?	What is your requested resolution? (if any)	Date resolved
42	form	42395	550 Waycliffe Drive N	new customer and needs service. Had an appointment but no one showed.	42387		2/3/2016 (customer cancelled first trouble call appointment, this is the only other trouble call at this address)
43	paper form		425 waycliff dr s	digital ready TV that is not showing ch 2 and 11			We do not (nor have had) service at this address
44	192	1/21/2016 9:46	543 Harrington Road	No television services working in house. After an electrical storm three weeks ago and a lighting and thunder. Sparks were in their kitchen and their computer modem and that was replaced with a	1/15/2016 9:00	Want an earlier appointment so they can watch tv sooner.	1-21-16?
45-19	194	1/26/2016 10:06	550 Waycliffe Drive N	New customer and need a phone, internet, and cable service installed. Had a service appointment 21-22nd and no one ever called or came.	1/18/2016 9:00	install new services	1/27/2016
201		2/16/2016 11:36	1040 East Circle Drive	Sent me messages that they would replace my modem for free as part of a service upgrade. New modem arrived, disposed of old modem which I owned outright at their instruction and prompting, now I am being billed \$7.50 per month for modem rental.	2/5/2016 13:30	Want them to replace my modem for free, or issue credit for suggesting I could have a free modem, do not requesting Mediacom service at his new home, 366 Ferndale Rd South in Wayzata	2/16/2016
47	202	2/16/2016 15:29	366 Ferndale Rd S	366 Ferndale Road South is a new home. he has made 3 phone calls to Mediacom requesting service. He is told that his address is not serviceable and that someone from Mediacom will call him back. No one has called them back. Please help.	2/10/2016 13:00		2/19/2016



**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: April 14, 2016  
To: Mayor Willcox and City Councilmembers  
From: Jeff Thomson, Director of Planning and Building  
Subject: Second Reading of Ordinance 758 Amending the Wayzata Zoning Ordinance relating to Off-Street Parking and Loading (City Code Section 801.20)

### **Background**

On April 5, 2016, the City Council adopted the first reading of Ordinance No. 758, which amends the Wayzata Zoning Ordinance relating to Off-Street Parking and Loading. The Council action included a change to the landscaping requirements in Section 801.20.6 by removing the height requirements for walls and hedges.

Attached is the final version of the Ordinance which removes the above-referenced landscaping requirement, and reflects the Ordinance as adopted by the City Council at the first reading.

### **Action Steps**

Adopt the Second Reading of Ordinance No. 758, an Ordinance amending Section 20 of Chapter 801 of the Wayzata City Code (Zoning Ordinance) on Off-Street Parking and Loading.

### **Attachments**

- Attachment A: Draft Ordinance No. 758
- Attachment B: Planning Commission Report and Recommendation

**CITY OF WAYZATA**  
**HENNEPIN COUNTY, MINNESOTA**  
**ORDINANCE NO. 758**

**AN ORDINANCE AMENDING SECTION 20 OF CHAPTER 801 OF THE WAYZATA CITY CODE (ZONING ORDINANCE) ON OFF-STREET PARKING AND LOADING**

**THE CITY OF WAYZATA ORDAINS:**

**Section 1. Amendment to Ch. 801 of City Code.** Section 20 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 March 21, 2016.

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

Adopted by the City Council this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Ken Willcox  
Mayor

ATTEST:

\_\_\_\_\_  
Doug Reeder  
Interim City Manager

First Reading: April 5, 2016  
Second Reading: April 19, 2016  
Publication:

**EXHIBIT A**

**Amendment of Ch. 801 of City Code**

000043/204032/2240711\_1

## SECTION 20

### OFF-STREET PARKING AND LOADING

#### Section 801.20

<b>801.20.1:</b>	Purpose
<b>801.20.2:</b>	Scope of Regulations
<b>801.20.3:</b>	General Provisions
<b>801.20.4:</b>	Off-Street Parking Restrictions
<b>801.20.5:</b>	Parking Area Location and Design
<b>801.20.6:</b>	Screening and Landscaping
<b>801.20.7:</b>	Maintenance
<b>801.20.8:</b>	Off-Street Parking Facilities Provided on a Site Elsewhere Than the Principal Use
<b>801.20.9:</b>	Joint Facilities
<b>801.20.10:</b>	Truck Loading Areas, Design and Maintenance
<b>801.20.11:</b>	Off-Street Parking and Loading Requirements
<b>801.20.12:</b>	C-4, C-4A and C-4B Parking Requirements
<b>801.20.13:</b>	Space Reductions

#### **801.20.1: PURPOSE:**

The regulation of off-street parking spaces in these zoning regulations is intended to alleviate or prevent congestion of the public right-of-way and to promote the safety and general welfare of the public, by establishing minimum requirements for off-street parking of motor vehicles in accordance with the intensity of utilization of the various parcels of land or structures.

#### **801.20.2: SCOPE OF REGULATIONS:**

The off-street parking requirements of this ordinance shall apply within all zoning districts for uses and structures, except as hereinafter provided.

#### **801.20.3: GENERAL PROVISIONS:**

- A. Site Plans: All site plans submitted for a structure requiring parking spaces and/or loading facilities shall show or designate the parking and/or loading area(s), number of parking spaces, and type of surfacing, screening, drainage, curbing, sidewalks and other improvements which may be required to be installed. Said plan shall be a part of the Building Permit for any such structure, and no Certificate of Occupancy shall be issued until all items shown on the plan for parking and loading facilities have been completed, unless an agreement supported by a cash deposit or bond provides for the completion of said plan.
- B. Change in Use. When there is a change of use, tenancy, or occupancy of a parcel of land or building which requires additional parking or loading spaces, as prescribed in this Section, the minimum parking requirements as prescribed herein shall be met for such use, tenant, or occupant.

- C. Reduction of Existing Off-Street Parking Space or Parking Lot Area. Off-street parking spaces and loading spaces or parking lot area existing upon the effective date of this Ordinance shall not be reduced in number or size unless said number or size exceeds the requirements set forth herein for a similar new use.

**801.20.4: OFF-STREET PARKING RESTRICTIONS:**

- A. Boats, fish houses, school buses, house trailers, camping trailers, farm tractors, utility trailers and motor homes may not be parked, stored or otherwise continued on residential property for a period greater than seventy-two (72) hours, unless placed completely in the rear yard or side yard of said property and are screened from view of abutting properties and the public right-of-way.
- B. Except where otherwise allowed in a zoning district, trucks of more than twelve thousand (12,000) GVW or greater than thirty (30) feet in length, and contracting or excavating equipment may not be parked, stored or otherwise continued on any property within the City unless being used in conjunction with a temporary service benefiting the residential or commercial premises.
- C. Junked or inoperable vehicles may not be parked, stored or otherwise continued on any property within the City for a period greater than seventy-two (72) hours unless placed completely within an enclosed building or garage or screened in accordance with the provisions of Section 801.18 of this Ordinance. Said regulations shall also apply to race cars.
- D. No motor vehicle repair work of any kind shall be permitted in conjunction with exposed off-street parking facilities, except for minor repairs of vehicles owned by the occupant or resident of the principal use for which the parking space is intended. No exterior storage of car parts are allowed at any time.
- E. Except where otherwise allowed by zoning district, contractor's supplies and equipment or machinery kept for eventual sale, commercial repair, rental or other commercial purposes may not be stored, kept or otherwise continued on any property within the City. The keeping, storage or otherwise continuing of such materials within the City is prohibited and shall be considered to be a non-conforming use if in existence at the effective date of this Ordinance.

**801.20.5: PARKING AREA LOCATION AND DESIGN:**

- A. Construction. All exposed parking areas and driveways shall be surfaced with an all-weather, durable and dust-free surfacing material to be approved by the City Engineer, shall be well drained and landscaped, and shall be maintained in a sightly and well kept condition.
- B. Striping and Curbing. All parking areas where four (4) or more spaces are required shall be marked by durable painted stripes designating the parking spaces unless excepted by the City Engineer. A continuous curb shall be provided around the periphery of the paved parking area of the lot, including drives.
- C. Location.

1. Required accessory off-street parking shall be on the same lot under the same ownership as the principal use being served, except as provided for under the provisions of Sections 801.20.8 and 801.20.9.
2. Except for single, two family, townhouse, quadraminium and manor home dwellings, head-in parking, directly off of and adjacent to a public street, with each stall having its own direct access to the public street, shall be prohibited.
3. The boulevard portion of the street right-of-way shall not be used for parking.
4. In the case of single family, two family, townhouse, quadraminium, and manor home dwellings parking shall be prohibited in any portion of the front yard except designated driveways leading directly into a garage or one (1) open, surfaced space located on the side of a driveway, away from the principal use. Said extra space shall be surfaced with concrete or bituminous material.

D. Setbacks.

1. Front, side and rear setbacks of at least ten (10) feet from property lines shall be maintained from parking areas in all zoning districts, except C-4, C-4A and C-4B Districts. Setbacks of five (5) feet in the C-4, C-4A, and C-4B Districts shall apply only to those parking areas adjacent to residentially zoned or residentially used property.
2. In addition to the setback requirements, off-street parking must be set back fifteen (15) feet from any street surface.
3. No area used by motor vehicles other than driveways for ingress to and egress from the site shall be located within the public street right-of-way.

E. Design.

1. Vehicular traffic generated by a use shall be channeled and controlled in a manner which will avoid congestion or interference with other vehicular transportation systems or pedestrian traffic and which will avoid creating traffic hazards or excessive traffic through residential areas. The adequacy of any proposed traffic circulation system to accomplish these objectives shall be determined by the City, which may require such additional measures for traffic control as it may deem necessary, including but not limited to the following: directional signalization, channelization, standby turn lanes, sidewalks illumination and other facilities within the site to prevent a backup of vehicles on public streets.
2. Parking Stalls.
  - a. All parking spaces, except for parallel spaces and compact car stalls, shall be a minimum of nine (9) feet in width and twenty (20) feet in length, except a parking stall eighteen (18) feet in length with a two (2) foot overhang beyond the parking surface may be allowed upon approval of the City Engineer.

- b. Up to twenty (20) percent of the parking spaces in a parking lot of forty (40) spaces or more may be permanently marked for compact cars only. A compact space shall be a minimum of eight (8) feet in width and sixteen (16) feet in length.
  - c. In areas such as parking ramps or similar facilities size requirements may be determined by the City Engineer.
  - d. Parallel parking spaces shall be twenty-three (23) feet in length.
3. Driveway Standards. Except in the case of single family, two-family, townhouse, quadraminium, and manor home dwellings minimum driveway and traffic lane widths shall be developed in compliance with the following standards:

Angle of Pkg.	Traffic Flow	Min. Width
90 Degree	Two Way	24 ft.
60 Degree	One Way	18 ft.
45 Degree	One Way	14 ft.

- 4. Within Structure. The off-street parking requirement may be furnished by providing fee free space so designed within the principal building or structures attached thereto; however, unless provisions are made, no building permit shall be issued to convert said parking structure into a dwelling unit or living area or other activity until other adequate provisions are made to comply with the required off-street parking provisions of this Code. In creating other provisions on-street parking shall not be used.
- 5. Streets Not Used. Except in the case of single, two-family and townhouse dwellings, parking areas shall be designed so that circulation between parking bays or aisles occurs within the designated parking lot and does not depend upon a public street or alley. Except in the case of single, two-family and townhouse dwellings, parking area design which requires backing into the public street is prohibited. Parking spaces in a public right-of-way cannot be utilized in meeting required off-street parking standards.
- 6. Curb Cut Proximity to Intersection. No curb cut or other driveway access shall be located less than forty (40) feet from the intersection of two (2) or more street rights-of-way. This distance shall be measured from the intersection of lot lines, not curb lines.
- 7. Curb Cut Maximum. No curb cut access shall exceed twenty-four (24) feet in width except upon approval by the City Engineer.
- 8. Curb Cut Spacing Minimum. Curb cut openings shall be located at a minimum of ten (10) feet from the side yard lot line in all districts, except for the C-4, C-4A and C-4B Districts where such setbacks shall apply only to those parking areas adjacent to residentially zoned or residentially used property.
- 9. Curb Cut Separation. Driveway access curb openings on a public street except for single, two-family and townhouse dwellings shall not be located less than forty (40) feet from one another except on approval by the City Engineer.

10. **Parking Area Grades.** The grade elevation of any parking area or portion thereof shall not exceed five (5) percent.
11. **Driveway Access Minimum.** Each property shall be allowed one (1) driveway access for each one hundred twenty-five (125) feet of street frontage. All property shall be entitled to at least one (1) driveway access. Single family uses shall be limited to one (1) driveway access per lot, except when the property exceeds the required street frontage per zoning district requirements a second driveway access may be allowed by approval of the City Engineer. The access of driveways onto arterial and collector streets is discouraged. However, when such a use is necessary or approved by the City, a minimum number of driveways shall be promoted by encouraging joint access through the use of shared curb cuts and access easements.
12. **Street Access.** Except in the case of a planned unit development, each lot shall have access directly onto an abutting, improved and City accepted public street.
13. **Lighting.** Any lighting used to illuminate an off-street parking area shall be so arranged as to reflect the light away from adjoining property, abutting residential uses and public rights-of-way and be in compliance with Section 801.16.6 of this Code.
14. **Signs.** No sign shall be so located as to restrict the sight lines and orderly operation and traffic movement within any parking lot. All signs shall be in conformance with Section 801.27 of this Ordinance.
15. **Sidewalks.** Sidewalks shall be provided from apartment parking areas, and loading zones to the entrance of the building.

**801.20.6: SCREENING AND LANDSCAPING:**

All exposed parking areas of four (4) or more required spaces shall be landscaped on all sides. Such screening shall be in conformance with Section 801.18 of this Ordinance and be approved in advance by the City. Landscaping shall consist of a wall or fence and plantings or surfacing material shall be provided in all areas bordering the parking area. No landscaping or screening shall interfere with the drive or pedestrian visibility for vehicles entering or exiting the premises.

**801.20.7: MAINTENANCE:**

- A. It shall be joint and several responsibility of the owner of the principal use (or Lessee, if there is one ), to use and to maintain in a neat and adequate manner, the parking space, access way, striping, landscaping, required fences and snow removal.
- B. **Snow Storage in Parking Stalls.** Provision shall be made in the parking area for adequate snow storage or removal in order to ensure that the required number of spaces are available at all times during the year.
- C. **Use of Required Area.** Required accessory off-street parking spaces in any district shall not be utilized for open storage, sale or rental of goods, or storage, of inoperable vehicles.

**801.20.8: OFF-STREET PARKING FACILITIES PROVIDED ON A SITE ELSEWHERE THAN THE PRINCIPAL USE:**

- A. When parking is provided on a site other than the lot or tract upon which a principal use is located, said parking area shall be in the ownership of and remain in the possession of the owner of the principal use for which it is designated. No authorization for separate parking facilities shall be given until such time as the City Council is reasonably certain that the ownership and use of the parking area will continue and that the site will be well maintained. Off site parking facilities may only be allowed by conditional use permit and shall be subject to the following conditions:
1. Ordinance Compliance. Off-site parking shall be developed and maintained in compliance with all requirements and standards of this Ordinance.
  2. Access. Reasonable improved access from off-street parking facilities to the use being serviced shall be provided.
  3. Proximity to Multiple Residence. Off-site parking for multiple family dwellings shall not be located more than one hundred (100) feet from any normally used entrance of the principal use serviced.
  4. Proximity for Non-Residential Uses. Off-site parking for non-residential uses shall not be located more than three hundred (300) feet from the main entrance of the principal use being served. No more than one (1) main entrance shall be recognized for each principal building.

**801.20.9: JOINT FACILITIES:**

- A. Off-Site Joint Use of Parking. The City Council may, after receiving a report and recommendation from the Planning Commission, approve a conditional use permit for one (1) or more uses to provide the required off-street parking facilities by joint use of one (1) or more sites where the total number of spaces provided are less than the sum of the total required for each use should they provide them separately. When considering a request for such conditional use permit, the Planning Commission shall not recommend that such permit be granted except when the following conditions are found to exist.
1. Entertainment Uses. Up to fifty (50) percent of the parking facilities required for a theatre, bowling alley, or bar may be supplied by the off-street parking facilities provided by types of uses specified as primarily daytime uses in Section 801.20.13, Subd.A.4. below.
  2. Night Time or Sunday Uses. Up to fifty (50) percent of the off-street parking facilities required for any use specified under (801.20.13, Subd.A.4.) below as primarily day time uses may be supplied by the parking facilities provided by the following night time or Sunday uses; auditoriums incidental to a public or parochial school, churches, bowling alleys, theatres, bars, excluding ones with restaurants or food services, or apartments.
  3. Schools, Auditorium and Church Uses. Up to eighty (80) percent of the parking facilities required by this section for a church or an auditorium incidental to a public or parochial school may be supplied by the off-street parking facilities

provided by uses specified under (801.20.13, Subd.A.4.) below as primarily day time uses.

4. Daytime Uses. For the purpose of this section the following uses are considered as primarily day time uses: banks, business offices, retail stores, personal service shops, restaurants, service shops, manufacturing, wholesale and similar uses.
5. Office, Restaurant, Retail, Government, and Multiple Family Residential Uses. The minimum parking requirement for joint facilities that include office, restaurant, retail, government and/or multiple family residential uses are determined by the following calculation:
  - a. Multiply the minimum parking required for each individual use, by the appropriate percentage for each of the six (6) designated time periods, as outlined in the following table:

Land Use	Weekday			Weekend		
	Midnight – 7:00 am	7:00 am – 6:00 pm	6:00 pm – Midnight	Midnight – 7:00 am	7:00 am – 6:00 pm	6:00 pm – Midnight
Office	5%	100%	5%	0%	10%	0%
Restaurant	10%	70%	100%	20%	70%	100%
Retail	0%	90%	60%	0%	100%	60%
Government	0%	100%	40%	0%	40%	25%
Multiple Family Residential	100%	60%	100%	100%	75%	100%

- b. Add the resulting sums for each of the six (6) designated time periods.
  - c. The minimum parking requirement shall be the highest sum among the six (6) designated time periods.
6. Additional Criteria for Joint Parking. In addition to the preceding requirements, the following conditions are required for joint parking usage:
  - a. Proximity. The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be located within three hundred (300) feet of such parking facilities.
  - b. Conflict in Hours. The applicant shall show that there is no substantial conflict in the principal operating hours of the two (2) buildings or uses for which joint use of off-street parking facilities is proposed.
  - c. Written Consent and Agreement. A legally binding instrument, executed by the parties concerned, for joint use of off-street parking facilities, duly approved as to title of grantors or lessors, and form and manner of execution by the City Attorney, shall be filed with the City Clerk and recorded with the Hennepin County Recorder or Registrar of titles, and a certified copy of the recorded document shall be filed with the City within sixty (60) days after approval of the joint parking use by the City.

**801.20.10: TRUCK LOADING AREAS, DESIGN AND MAINTENANCE:**

- A. Design. Fifty (50) percent of the required number of truck berths shall be fifty (50) feet in length. All berths shall be no less than twelve (12) feet in width and fourteen (14) feet in length, exclusive of aisle and maneuvering space. All loading areas shall consist of a maneuvering area in addition to the berth and shall not use any of that portion of the site containing parking stalls. Maneuvering areas shall be of such size as to permit the backing of truck tractors and coupled trailers into a berth, without blocking the use of other berths, drives or maneuvering areas or on public right-of-way. The construction and setback standards listed in Section 801.20.9.A and 801.20.9.C also shall apply to all loading areas.
- B. Landscaping and Screening of Loading Berths. Loading berths shall be screened from all property lines. Said screening shall be accomplished by a solid wall or fence and shall be so designed as to be architecturally harmonious with the principal structure and in conformance with Section 801.18 of this Ordinance. Screening plantings may be substituted, provided such plantings are in conformance with Section 801.18 of this Ordinance.
- C. Location.
  - 1. Off-Street. All required loading berths for a non-residential use shall be off-street and located on the same lot as the building or use to be served.
  - 2. Distance from Intersection. All loading berth curb cuts shall be located at minimum fifty (50) feet from the intersection of two (2) or more street rights-of-way. This distance shall be measured from the property line.
  - 3. Distance from Residential Use. No loading berth for a non-residential use shall be located closer than one hundred (100) feet from a residential district unless completely within a structure, except on approval by the City Council.
    - a. Pedestrians. Loading berths shall not conflict with pedestrian movement.
    - b. Visibility. Loading berths shall not obstruct the view of the public right-of-way from off-street parking access.
    - c. General Compliance. Loading berths shall comply with all other requirements of this section.
  - 4. Traffic Interference. Each loading berth shall be located with appropriate means of vehicular access to a street or public alley in a manner which will cause the least interference with traffic.
  - 5. Accessory Use; Parking and Storage. Any space allocated as a required loading berth or access drive so as to comply with the terms of these zoning regulations shall not be used for the storage of goods, inoperable vehicles or snow and shall not be included as part of the space requirements to meet off-street parking requirements.

**801.20.11: OFF-STREET PARKING AND LOADING REQUIREMENTS:**

A. Calculating Space.

1. **Floor Area.** The term "floor area" for the purpose of calculating the number of off-street parking spaces required shall be determined based on the Gross Floor Area minus ten (10) percent, except as may be hereinafter modified.
2. **Computation.** When in the process of determining the required number of off-street parking spaces, there occurs a fraction of a space, such fraction shall be deemed as the requirement for an additional parking space. Parking spaces shall not be counted toward meeting a parking requirement when they are sufficiently inconvenient to be of questionable use.
3. **Places of Public Assembly.** In stadiums, sports arenas, churches and other places of public assembly in which patrons or spectators occupy benches, pews or other similar seating facilities, each eighteen (18) inches of such seating facilities shall be counted as one (1) seat for the purpose of determining requirements.
4. **More than One Use.** Except for a shopping center, should a structure contain two (2) or more types of uses, the Gross Floor Area of each use shall be calculated and a ten (10) percent reduction shall be made for non-productive space. The resulting net usable floor space figure shall be utilized to determine the off-street parking requirement.

B. The minimum number of off-street parking and loading spaces for each use shall be as follows:

	Use	Number of Parking Spaces Required	Off-St. Loading Spaces Required
1.	Animal Hospitals or Kennels	Six (6) spaces plus one (1) for each 200 sq. ft. of floor area over 10,000 sq. ft.	One (1) space per structure
2.	Auditoriums, Theaters, Religious Institutions	One (1) space for each three (3) permanent seats based on the design capacity of the main assembly hall. Facilities as may be provided in conjunction with such buildings or uses shall be subject to additional requirements which are imposed by this Code.	One (1) space for each structure with over 100,000 sq. ft. of gross floor area
3.	Automobile Car Washes	Shall be determined by the type of car wash plus recommended stacking spaces as determined under 801.20.11.B.4 of this Section	One (1) space per facility
4.	Automatic Drive Through Service	Two (2) spaces for each bay plus stacking equivalent to five (5) spaces for each bay.	One (1) space per facility
5.	Self-Service Car Wash	Four (4) spaces per bay.	One (1) space per facility
6.	Motor Fuel Station	One (1) space in addition to that	N.A. in addition to that

	Car Wash	required for the station.	required for the station.
7.	Automobile Service Stations	Five (5) spaces plus three (3) spaces for each service stall. Those facilities designed for sale of other items than strictly automobile products, parts or service shall be required to provide additional parking in compliance with other applicable sections of this Code.	One (1) space
8.	Beauty of Barber Shops	Two (2) spaces for each working station, plus two (2) spaces for each (3) employees.	N.A.
9.	Boat and Marine Sales	One (1) space for each 400 sq. ft. of floor area for the first 25,000 sq. ft., plus one (1) space for each 600 sq. ft. thereafter.	One (1) space, plus one (1) additional space for each 25,000 sq. ft. of gross floor area
10.	Boating Marinas and Yacht Clubs	Seven (7) spaces for each ten (10) boat or mooring spaces.	One (1) space for each 20,000 square feet.
11.	Bowling Alleys	Five (5) spaces for each lane or alley, plus additional spaces as may be required herein for related uses contained within the principal structure.	One (1) space for each structure with over 20,000 sq. ft. of gross floor area
12.	Community Center, Physical Culture Studio, Libraries, Museums	Ten (10) spaces plus one (1) space for each 150 square feet in excess of 2,000 sq. ft. of floor area in the principal structure.	One (1) space for each structure with over 100,000 sq. ft. of gross floor area.
13.	Drive-in Convenience Food Establishment	One (1) space for each fifteen (15) sq. ft. of service floor area, one (1) space for each eighty (80) sq. ft. of kitchen floor area and one (1) space for each forty (40) sq. ft. of seating floor area, but not less than fifteen (15) spaces, plus two (2) spaces per drive-thru window.	One (1) space
14.	Drive-in Banks	One (1) space for every 350 sq. ft. of floor area plus stacking requirements determined under 715.31 of this section.	One (1) space for buildings between 30,000 sq. ft. and 100,000 sq. ft. in gross floor area, plus one (1) space for each additional 100,000 sq. ft.
15.	Furniture Sales	One (1) space for each 400 sq. ft. of floor area for the first 25,000 sq. ft., plus one (1) space for each 600 sq. ft.	One (1) space plus one (1) additional space for each 25,000 sq. ft. of gross floor area.

		thereafter.	
16.	Group Day Care Centers	One (1) space for each employee, plus one (1) space for each four (4) children.	One (1) space
17.	Housing for the Elderly	One (1) space for each one and one-half (1.5) dwelling units.	One (1) space
18.	Manufacturing	One (1) space for each employee on the major shift or one (1) space for each 300 sq. ft., whichever is greater.	One (1) space for each 50,000 sq. ft. of gross floor area.
19.	Medical or Dental Offices or Clinics	Six (6) spaces for each doctor or dentist	One (1) space per building
20.	Motels, Hotels, Lodging or Boarding Houses	One (1) space per Lodging unit, plus spaces equal to 25% capacity of any club or lodge.	One (1) space per building
21.	Multiple Family Dwellings, Townhouses	Two (2) fee free spaces for each living unit, of which one (1) is to be enclosed.	One (1) space for each multiple family building over four (4) units.
22.	Nursing Homes, Rest Homes	One (1) space for each four (4) beds.	One (1) space plus one (1) additional space each 100,000 sq. ft. of gross floor area.
23.	Office Buildings and Professional Offices, Other than Any Area for Doctors or Dentists; Banks, Public Administration Offices.	Three (3) spaces for each 1,000 sq. ft. of floor area.	One (1) space for buildings between 10,000 sq. ft. and 100,000 sq. ft. in gross floor area, plus one (1) space for each additional 100,000 sq. ft.
24.	Private or Private Non-Profit Baseball Fields, Stadiums	One (1) space for each eight (8) seats of design capacity.	One (1) space for each structure with over 100,000 sq. ft. of gross floor area.
25.	Restaurants, Private Clubs, Lodges, Food Dispensing Establishments (Except Drive-In Restaurants)	15.2 spaces for each 1,000 sq. ft. of floor area	One (1) space for each 10,000 sq. ft. of gross floor area.
26.	Retail Commercial Uses, Except as Prescribed Herein.	Three (3) spaces for each 1,000 sq. ft. of floor area	One (1) space for the first 10,000 sq. ft. of gross floor area, plus one (1) space for each additional 50,000 sq. ft.
27.	Retail Sales and Service Business With Fifty Percent or More of Gross Floor Area Devoted to Storage, Warehouses and/or	Eight (8) spaces or one (1) space for each two hundred (200) sq. ft. devoted to public sales or service plus one (1) space for each five hundred (500) sq. ft. of storage area.	One (1) space for the first 10,000 sq. ft. of gross floor area, plus (1) space for each additional 50,000 sq. ft.

	Industry		
28.	School, Elementary and Junior High, (Public or Private)	One (1) space for each classroom plus one (1) space for each fifty (50) student capacity. Adequate space shall be allowed for the dropping off and/or picking up of students as determined by the City Council.	One (1) space for each structure with over 100,000 sq. ft. of gross floor area.
29.	School, High School (Public or Private)	One (1) space for each five (5) students based on design capacity. Adequate space shall be allowed for the dropping off and/or picking up of students as determined by the City Council.	One (1) space for each structure with over 100,000 sq. ft. of gross floor area.
30.	Shopping Center	One (1) space for each one hundred fifty (150) sq. ft. of floor area.	One (1) space or the first ten thousand (10,000) sq. ft. of gross leasable area plus one (1) space for each additional fifty thousand (50,000) sq. ft. or part thereof.
31.	Single Family, Two-Family Dwellings	Two (2) spaces per family unit.	N.A.
32.	Warehousing	One (1) space for each 1,000 sq. ft. of floor area. That space which is solely used as office shall comply with the office use.	Determined by the Zoning Administrator
33.	Micro-production Facility	One (1) space for each 1,000 sq. ft. of floor area	
34.	Taproom/Tasting Room	One (1) space for each forty (40) sq. ft. of floor area.	
35.	Brewpub	One (1) space for each 1,000 sq. ft. of Micro-brewing production floor area; one (1) space for each forty (40) sq. ft. of floor area of dining and bar area; and one (1) space for each eighty (80) sq. ft. of floor area of kitchen area.	

**C. Non-Specified Uses.** For uses not specifically listed above, off-street parking and loading requirements shall be computed by the Zoning Administrator on the same basis as required for the most similar listed uses. (N.A. = Not Applicable).

**801.20.12: C-4, C-4A AND C-4B PARKING REQUIREMENTS:**

- A. Within the C-4, C-4A and C-4B Zoning Districts, the City may approve development and uses which do not comply with the required number of parking spaces as a conditional use permit, provided that:
1. A development agreement running with the land is completed in which it is agreed that the property in question is financially responsible for its proportionate share of the City sponsored and provided parking space construction, maintenance, and parking site acquisition for new on-street, lot and/or ramp parking. Said responsibility shall be determined on the basis of the property's parking space shortage based upon ordinance requirements, in relationship to the total parking space shortage, as defined by Section 801.20 for a defined service and benefit area. The "service and benefit area" shall include all properties which benefit from the available public parking serving a particular retail and commercial neighborhood or district.
  2. The amount of parking provided on the property in question is the maximum amount possible, taking into account the use and design objectives of the C-4, C-4A and C-4B Districts as outlined by this Ordinance and the Comprehensive Plan.
  3. The parking shortages created by the development are not premature or in excess of the supply which can be provided by the City through a public parking system on a long term basis.
  4. The provisions of Section 801.04.2.F of this Ordinance are considered and satisfactorily met.

**801.20.13: SPACE REDUCTIONS.**

- A. If warranted by unique characteristics or documented parking demand, the City may allow reductions in the number of parking spaces actually constructed at the time of site development or occupancy of a building, as long as the property owner provides a proof of parking plan. The proof of parking plan must provide the location for all minimum required parking spaces in conformance with this Ordinance. The City may require installation of the additional parking spaces in the proof of parking plan whenever the need arises.
- B. Subject to the review and processing of a variance as regulated by Section 801.05 of this Ordinance, the City may reduce the number of required off-street parking spaces and/or loading spaces when the use can demonstrate in documented form a need which is less than required. In such situations, the City may require land to be reserved for parking development should use or needs change.



## WAYZATA PLANNING COMMISSION

March 21, 2016

### REPORT AND RECOMMENDATION ON AN ORDINANCE AMENDING SECTION 20 (PARKING) OF THE WAYZATA ZONING ORDINANCE (CHAPTER 801) RELATING TO OFF-STREET PARKING AND LOADING

---

#### RECOMMENDATION

APPROVE

---

#### REPORT

##### Section 1. BACKGROUND

- 1.1 General. On December 15, 2015 the City Council accepted the Downtown Parking Study, and directed City Staff to move forward with the parking ordinance amendments and the establishment of the downtown parking and mobility district. The Downtown Parking Project Study recommendations included updating the City's Off-Street Parking and Loading Ordinance, (City Code Section 801.20) based on a review and analysis of the City's parking regulations and case studies. Staff and the Planning Commission were directed to prepare and review a draft ordinance, which is attached to this Report as Attachment A, which which would be an amendment to the City's existing Zoning Ordinance (the "Proposed Amendment").
  
- 1.2 Public Hearing. The Planning Commission held a public hearing on the Proposed Amendment on March 10, 2016. The Notice of Public Hearing was published in the *Sun Sailor* on February 25, 2016.

**Section 2. LEGAL AUTHORITY AND STANDARDS**

- 2.1 City Council has the discretion and authority under state law and City Code to amend the City's Zoning Ordinance. Minn. Stat. Sec. 462.357; Wayzata City Code Section 801.03. A zoning ordinance amendment may be initiated by the governing body, the planning agency or by a property owner. Minn. Stat. Sec. 462.357, Subd. 4; City Code Section 801.03.
- 2.2 Under the City's Zoning Ordinance, the City Council acts on any proposed amendment upon receiving the report and recommendation of the Planning Commission. Sec. 801.03.2. In considering a proposed amendment to the Zoning Ordinance, the Planning Commission shall consider the possible adverse effects of the proposed amendment. Its judgment shall be based upon (but not limited to) the following factors:
1. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.
  2. The proposed use's conformity with present and future land uses of the area.
  3. The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.).
  4. The proposed use's effect on the area in which it is proposed.
  5. The proposed use's impact upon property value in the area in which it is proposed.
  6. Traffic generation by the proposed use in relation to capabilities of streets serving the property.
  7. The proposed use's impact upon existing public services and facilities including parks, schools, streets, and utilities, and the City's service capacity.

Wayzata City Code Section 801.03.2.F.

**Section 3. Findings**

- 3.1 Based on the studies and reports of City Staff, including the Downtown Parking Project Study, and the comments and information presented at the meetings and Public Hearing on the Application, and the information provided by the City's consultants and service providers, the Planning Commission of the City of Wayzata makes the following findings with respect to the Proposed Amendment:

1. The Proposed Amendment would not allow a use that would contravene any specific policies and provisions of the official City Comprehensive Plan.
2. The Proposed Amendment would only allow uses that conform to present and future land uses in the City's business and commercial districts, in that it would update present parking regulations to better reflect current and future uses within the City.
3. The Proposed Amendment would not allow uses that do not conform with the performance standards contained in the Zoning Ordinance, as amended hereby.
4. The Proposed Amendment would not allow uses that would have a negative impact on the areas in which they are proposed in that the Proposed Amendment would reasonably regulate the use and location of parking according to recent data and the City's present and future parking needs.
5. The Proposed Amendment will not have any direct impact upon property values in the City.
6. The Proposed Amendment will not allow any use that would have a negative impact traffic generation in the City.
7. The Proposed Amendment will not allow a use that would negatively impact existing public services and facilities and would provide a framework for needed parking in the City.

#### **Section 4. Recommendation**

- 4.1 Proposed Amendment. Based on the Findings of this Report, the Planning Commission recommends approval of the Proposed Amendment, as set forth in Attachment A.

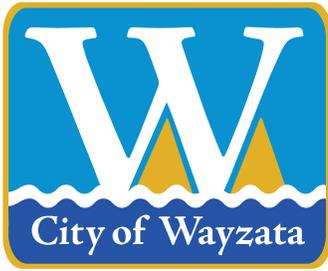
Adopted by the Wayzata Planning Commission this 21<sup>st</sup> day of March, 2016.

---

Chair, Planning Commission

Attachment A

Proposed Amendment (Draft Ordinance \_\_\_\_\_)



**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: April 19, 2016  
TO: Mayor Willcox and Councilmembers  
FROM: Doug Reeder, Interim City Manager  
SUBJECT: Mill Street Ramp Architect Contract

Attached is the original proposed contract between the City of Wayzata and Hammel, Green and Abrahamson, INC. to design a parking ramp on the Mill Street site. This contract is based on a standard AIA contract and has been reviewed extensively by the City Attorney, Director of Planning and Building and the Interim City Manager. The City Council will receive the final version of this contract with some changes recommended by the City Attorney this weekend or on Monday.

The City Council discussed the draft of this agreement at their meeting on April 12<sup>th</sup> and gave staff direction on modifications.

Here are the essential elements of this contract.

1. HGA will design a parking structure which will provide approximately 394 parking spaces on the Wayzata HRA owned site at the intersection of Broadway Avenue and Mill Street. This included the surface parking on Mill Street
2. The anticipated start of construction is October of 2016 with a substantial completion in May of 2017.
3. The Architect will prepare concept drawings for 3 roof options.
4. The City will approve a roof option or a no roof option and a cladding option for the exterior of the building by the end of the schematic design phase.
5. The architect will handle all aspects of the bidding process.
6. The City Council will award the bid for the construction of the ramp to the lowest responsible bidder.
7. The architect will oversee the construction of the ramp.
8. Each part of the contract has been assigned a percent cost of the total cost so that if the contract does not go forward after any phase , the city will pay for only the phases completed;
9. The cost of the Architect's work will be \$553,375 if there is no roof. If a roof is built and designed by a third party as in the case of a solar panel roof there would be an additional cost of \$19,500. If a roof is selected and is designed by HGA, then HGA shall be paid an additional \$114,750 for a green roof design, \$89,250 additional for a solar panel roof designed by HGA, and \$79,700 in addition for a Trellis roof design.

The City Council has discussed several other elements of this project.

1. The Council has directed staff to bring back to the City Council alternatives of having a city representative represent the City in the design and build stages to make sure the project is done in the best and most economically manner possible. Staff will bring this back at a later date.
2. The City Council is aware that the property where the ramp will be built is owned by the Wayzata HRA and has set a joint meeting with the HRA on April 28<sup>th</sup> to discuss the project and get the approval of the HRA to allow the City to build a ramp on this site

The City Council is requested to consider a motion to approve the Contract between the City of Wayzata and Hammel, Green and Abrahamson for the design and management of the bidding process and oversight of the construction of a parking ramp on the Mill Street site subject to the approval of the Wayzata Housing and Redevelopment Authority to allow the City to construct a ramp on this site.

# DRAFT AIA® Document B101™ - 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « 28th » day of « March » in the year « Two Thousand Sixteen »  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

« CITY OF WAYZATA, MINNESOTA »« »  
« 600 Rice Street East »  
« Wayzata, Minnesota 55391 »  
« »

and the Architect:  
(Name, legal status, address and other information)

« HAMMEL, GREEN AND ABRAHAMSON, INC. »« »  
« 420 North 5<sup>th</sup> Street, Suite 100 »  
« Minneapolis, Minnesota 55401 »  
« »

for the following Project:  
(Name, location and detailed description)

« The construction of a parking structure for approximately 394 vehicles on a City owned parcel northeast of the intersection of Broadway Avenue and Mill Street. The Project consists of the following features: a surface parking lot on Mill Street (approximately 32,700 SF) for 81 cars; covered, on-grade parking below the structured parking level (approximately 49,000 SF) for 158 cars; and two to three non-enclosed, unconditioned stair elements; and a roof constructed over one bay of the above-grade, structured parking level (approximately 25,000 SF) that can accommodate a green roof or photo voltaic roof panels or a trellis roof element.»

« »  
«HGA Commission Number 3874-002-00. »

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

« [Exhibit A and information prepared by the Architect during the Pre-Design Phase contracted for under a separate agreement dated January 7, 2016.](#) »

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

« [October 2016](#) »

- .2 Substantial Completion date:

« [April 2017](#) »

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

«\$1,000,000 for Each Occurrence and \$2,000,000 in Aggregate »

.2 Automobile Liability

«\$1,000,000 Combined Single Limit »

.3 Workers' Compensation

«Statutory Limits »

.4 Professional Liability

«\$5,000,000 per Claim; \$10,000,000 in Aggregate »

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary architectural design, civil, structural, limited mechanical (limited to plumbing only), and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with but not the services of, those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components. The Architect will also prepare concept drawings for the following three (3) roof options: green roof; photovoltaic panels; and a trellis roof element.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building-parking structure plans, sections and elevations; ~~and may include some combination of study models, perspective sketches, or digital modeling.~~ Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain ~~other~~ additional, environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval and direction on preferred roof option and exterior cladding design. One (1) roof option and one (1) cladding option will be developed in the Design Development Phase.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents and direction on roof and exterior cladding options, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical

construction details, and diagrammatic layouts of ~~building~~ systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 If requested by the Owner, the ~~The~~ Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, not for substitution for or deviation from the requirements of the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 ~~If~~ In accordance with standard industry practice, the Contract Documents ~~specifically may~~ require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment. Contractor-provided design may include, without limitation, the design of component, specialty or proprietary systems (e.g., exterior metal studs, curtain wall, seismic restraints for non-structural components, etc.). To the extent such Contractor-provided designs are required, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
---------------------	--	--

§ 4.1.1	Programming	<a href="#">Provided in Pre-Design Phase</a>	
§ 4.1.2	Multiple preliminary designs	<a href="#">Provided in Pre-Design Phase</a>	
§ 4.1.3	Measured drawings	<a href="#">Not Provided</a>	
§ 4.1.4	Existing facilities surveys	<a href="#">Owner</a>	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	<a href="#">Provided in Pre-Design Phase</a>	
§ 4.1.6	Building information modeling	<a href="#">Not Provided</a>	
§ 4.1.7	Civil engineering	<a href="#">Architect</a>	
§ 4.1.8	Landscape design	<a href="#">Architect</a>	<a href="#">See Section 4.2.1</a>
§ 4.1.9	Architectural Interior Design (B252™–2007)	<a href="#">Not Provided</a>	
§ 4.1.10	Value Analysis (B204™–2007)	<a href="#">Not Provided</a>	
§ 4.1.11	Detailed cost estimating	<a href="#">Architect</a>	
§ 4.1.12	On-site project representation	<a href="#">Owner</a>	
§ 4.1.13	Conformed construction documents	<a href="#">Not Provided</a>	
§ 4.1.14	As-Designed Record drawings	<a href="#">Architect</a>	<a href="#">See Section 4.2.2</a>
§ 4.1.15	As-Constructed Record drawings	<a href="#">Not Provided</a>	
§ 4.1.16	Post occupancy evaluation	<a href="#">Not Provided</a>	
§ 4.1.17	Facility Support Services (B210™–2007)	<a href="#">Not Provided</a>	
§ 4.1.18	Tenant-related services	<a href="#">Not Provided</a>	
§ 4.1.19	Coordination of Owner’s consultants	<a href="#">Not Provided</a>	
§ 4.1.20	Telecommunications/data design	<a href="#">Not Provided</a>	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	<a href="#">Not Provided</a>	
§ 4.1.22	Commissioning (B211™–2007)	<a href="#">Not Provided</a>	
§ 4.1.23	Extensive environmentally responsible design	<a href="#">Not Provided</a>	
§ 4.1.24	LEED® Certification (B214™–2007)	<a href="#">Not Provided</a>	
§ 4.1.25	Fast-track design services	<a href="#">Not Provided</a>	
§ 4.1.26	Historic Preservation (B205™–2007)	<a href="#">Not Provided</a>	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	<a href="#">Not Provided</a>	
§ 4.1.28	<a href="#">Audio-Visual Design</a>	<a href="#">Not Provided</a>	
§ 4.1.29	<a href="#">Multiple Bid Packages</a>	<a href="#">Not Provided</a>	
§ 4.1.30	<a href="#">Minnesota B3 Certification</a>	<a href="#">Not Provided</a>	
§ 4.1.31	<a href="#">Photovoltaic Panel Design</a>	<a href="#">Not Provided</a>	
§ 4.1.32	<a href="#">Acoustic Evaluation and/or Design</a>	<a href="#">Not Provided</a>	
§ 4.1.33	<a href="#">Roof Alternate</a>	<a href="#">Architect</a>	<a href="#">See Section 4.2.3</a>

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

- « [.1 Landscape Design.](#) Landscape architecture is limited to landscape design within the City property limits to meet the Design Standards for Parking Lots and Parking Structures, included in Section 9 of the City of Wayzata Zoning Ordinance, last amended September 24, 2013.
- [.2 Record Drawings.](#) The Architect shall prepare a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- [.3 Roof Alternate.](#) The Architect will provide documentation for construction of the roof of the parking structure as an Alternate in the Construction Documents. This is the only Alternate which will be provided as a basic service. »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with

this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's ~~written~~ authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors or necessary third parties;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner, with the exception of the Roof Alternate described in Section 4.2.3;
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~ Intentionally Omitted
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Providing the services of special inspectors.
- .13 Modifications to Documents to incorporate provisions for a roof structure designed by others.
- .14 Modifications to Documents to incorporate provisions for a future roof expansion if the roof structure is eliminated in its entirety from Architect's Scope of Basic Services at the completion of Schematic Design Phase.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect ~~shall~~ may provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services, and the Architect shall not be required to continue such services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~two~~ ( ~~2~~ ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~twenty-eight~~ ( ~~28~~ ) visits to the site by the Architect over the duration of the Project during construction which includes ten (10) architectural site visits, two (2) civil engineering site visits, and sixteen (16) site visits
- .3 ~~two~~ ( ~~2~~ ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~one~~ ( ~~1~~ ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed ~~within~~ ~~( )~~ ~~months of the date of this Agreement by June 1, 2017~~, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions, provide information and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Owner shall be responsible for all permits necessary for the operation and maintenance of the completed Project.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, and the Architect provided all estimates of the Cost of Work, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner shall remove the author's seals, certifications and identification from the Instruments of Service and hereby releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such

rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

## § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project or a part thereof, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven-30 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven-30 days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect and shall equal five percent (5%) of the total Basic Services fee as described in Section 11.1.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect.

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, including, but not limited to, asbestos, polychlorinated biphenyl (PCB), mycotoxins and bacterial substances.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

« Compensation shall be on a Stipulated Sum basis in the amount of \$675,125 plus Reimbursable Expenses. If the roof structure is eliminated in its entirety from Architect's Scope of Basic Services at the completion of Schematic Design Phase, the Stipulated Sum will be reduced by \$114,750. »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

« Included in Section 11.1. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

« As mutually agreed upon. »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « twenty » percent ( « 20 » %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	« <u>Fifteen</u> »	percent (	« <u>15</u> »	%)
Design Development Phase	« <u>Twenty</u> »	percent (	« <u>20</u> »	%)
Construction Documents Phase	« <u>Forty</u> »	percent (	« <u>40</u> »	%)
Bidding or Negotiation Phase	« <u>Five</u> »	percent (	« <u>5</u> »	%)
Construction Phase	« <u>Twenty</u> »	percent (	« <u>20</u> »	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« »

**Employee or Category**

**Rate**

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~« five »~~ percent (~~« 5 »~~ %) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

~~«Included in Termination Expense of Section 9.7. »~~

#### § 11.10 PAYMENTS TO THE ARCHITECT

~~§ 11.10.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~« thirty »~~ (~~« 30 »~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

~~«1 percent ( 1 » %) «per month. Objections to invoices not made in writing within 30 days of invoice date are deemed waived. »~~

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation ~~for any claimed damage or expense or~~ to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

~~«§12.1 All notices, requests, demands, and other communications required herein to be in writing shall be deemed to have been duly delivered after being delivered or mailed by first class to the other party at the address specified on page 1.~~

~~§12.2 The failure of one party to insist upon or enforce, in any instance, strict performance by the other party of any of the terms of this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or right on any future occasion.~~

~~§12.3 Invoices shall be mailed to the Owner no later than the day of each month. »~~

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~

« »

- 3 Other documents:  
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

« [Exhibit A – AIA Document B101-2007 – Initial Information](#) »

This Agreement entered into as of the day and year first written above.

OWNER  
[CITY OF WAYZATA, MINNESOTA](#)

ARCHITECT  
[HAMMEL, GREEN AND ABRAHAMSON, INC.](#)

(Signature)

« [Ken Wilcox](#) »

« [Mayor](#) »

(Printed name and title)

(Signature)

« [Mia Blanchett](#) »

« [Vice President](#) »

(Printed name and title)

OWNER  
[CITY OF WAYZATA, MINNESOTA](#)

(Signature)

« [Doug Reeder](#) »

« [Interim City Manager](#) »

(Printed name and title)

# DRAFT AIA® Document B101™ – 2007

## Exhibit A

### Initial Information

for the following PROJECT:  
(Name and location or address)

« The construction of a parking structure for approximately 394 vehicles on a City owned parcel northeast of the intersection of Broadway Avenue and Mill Street. The Project consists of the following features: a surface parking lot on Mill Street (approximately 32,700 SF) for 81 cars; covered, on-grade parking below the structured parking level (approximately 49,000 SF) for 158 cars; and two to three non-enclosed, unconditioned stair elements; and a roof constructed over one bay of the above-grade, structured parking level (approximately 25,000 SF) that can accommodate a green roof or photo voltaic roof panels or a trellis roof element. »  
« HGA Commission Number 3874-002-00. »

THE OWNER:  
(Name, legal status and address)

« CITY OF WAYZATA, MINNESOTA » « »  
« 600 Rice Street East  
Wayzata, Minnesota 55391 »

THE ARCHITECT:  
(Name, legal status and address)

« HAMMEL, GREEN AND ABRAHAMSON, INC. » « »  
« 420 North 5<sup>th</sup> Street, Suite 100  
Minneapolis, Minnesota 55401 »

This Agreement is based on the following information.  
(Note the disposition for the following items by inserting the requested information or a statement such as “not applicable,” “unknown at time of execution” or “to be determined later by mutual agreement.”)

#### ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner’s program for the Project:  
(Identify documentation or state the manner in which the program will be developed.)

« Parking for approximately 394 vehicles. »

§ A.1.2 The Project’s physical characteristics:  
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

« »

§ A.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total, and if known, a line item break down.)

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

« [The approximate total construction budget is \\$9.1m, including \\$7.3m budgeted for the parking lot and structure and \\$1.8m budgeted for the roof element.](#) »

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

« [Construction is planned to occur October 2016 through April 2017.](#) »

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:  
(Identify method such as competitive bid, negotiated contract, or construction management.)

« [Competitive Bid](#) »

§ A.1.6 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

« [None](#) »

## ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address and other information.)

« [Jeff Thomson](#) »  
« [CITY OF WAYZATA, MINNESOTA](#) »  
« [600 Rice Street East](#)  
[Wayzata, Minnesota 55391](#) »  
« [Telephone: \(952\) 404-5312](#) »  
« [E-Mail: \[jthomson@wayzata.org\]\(mailto:jthomson@wayzata.org\)](#) »

« [Mike Kelly](#)  
[CITY OF WAYZATA, MINNESOTA](#)  
[600 Rice Street East](#)  
[Wayzata, Minnesota 55391](#)  
[Telephone: \(952\) 404 - 5316](#)  
[E-Mail: \[mike@wayzata.org\]\(mailto:mike@wayzata.org\)](#) »

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address and other information.)

« [None](#) »

§ A.2.3 The Owner will retain the following consultants and contractors:  
(List discipline and, if known, identify them by name and address.)

« [None](#) »

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address and other information.)

« [Mia Blanchett](#) »  
« [Vice President](#) »  
« [HAMMEL, GREEN AND ABRAHAMSON, INC.](#) »  
« [420 North 5<sup>th</sup> Street, Suite 100](#)  
[Minneapolis, Minnesota 55401](#) »  
« [Telephone: \(612\) 758-4413](#) »  
« [E-Mail: \[MBlanchett@hga.com\]\(mailto:MBlanchett@hga.com\)](#) »

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.  
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer and Parking Consultant

« WALKER PARKING CONSULTANTS/ENGINEERS, INC. »« »  
« 1660 South Highway 100, Suite 545 »  
« Minneapolis, Minnesota 55416 »  
« »  
« »

.2 Mechanical Engineer

« HAMMEL, GREEN AND ABRAHAMSON, INC. »« »  
« »  
« »  
« »  
« »

.3 Electrical Engineer

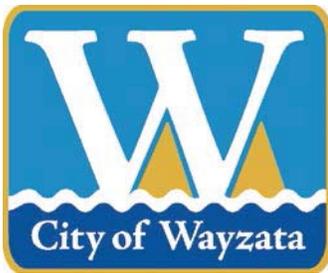
« HAMMEL, GREEN AND ABRAHAMSON, INC. »« »  
« »  
« »  
« »  
« »

§ A.2.5.2 Consultants retained under Additional Services:

« None »

§ A.2.6 Other Initial Information on which the Agreement is based:  
(Provide other Initial Information.)

« None »



## 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: April 14, 2016  
SUBJECT: Consider Approval of Emerald Ash Borer Management Project to Remove 32 Poorly Rated Ash Trees on City Right-of-Ways

At the April 5<sup>th</sup>, 2016 council meeting, staff presented a location map identifying approximately 32 stressed boulevard ash trees recommended to be removed this spring and replaced this fall with bare root trees from the city's new gravel bed nursery.

On Wednesday April 6<sup>th</sup> staff mailed out sixty one informational letters to residents who have a poorly rated ash tree(s) identified for removal adjacent to their property

On Friday, April 8<sup>th</sup>, staff mailed out two hundred informational letters to the general neighborhoods (around Broadway Ave N and Ridgeview Drive E), informing them of the ash tree removal and replanting project being proposed.

Also in the afternoon of Friday, April 8<sup>th</sup>, staff posted yard signs in the Broadway Ave N and Ridgeview Drive neighborhoods identifying the Emerald Ash Borer Project Management Areas. Additionally, the 32 poorly rated ash trees were marked with yellow ribbons.

To date, staff has received four phone calls from residents, all of them related to the Broadway Ave N project area.

- Three of the calls were in support of the ash tree removal and replacement project. One of the three calls was to request that no tree be planted to replace the ash tree marked for removal in front of their property.
- One call from a building contractor requesting that the marked ash tree near his property remain to enhance the resale value of the house. Staff rejected the request and confirmed with the contractor that replacement trees would be planted in the adjacent boulevard this coming fall.

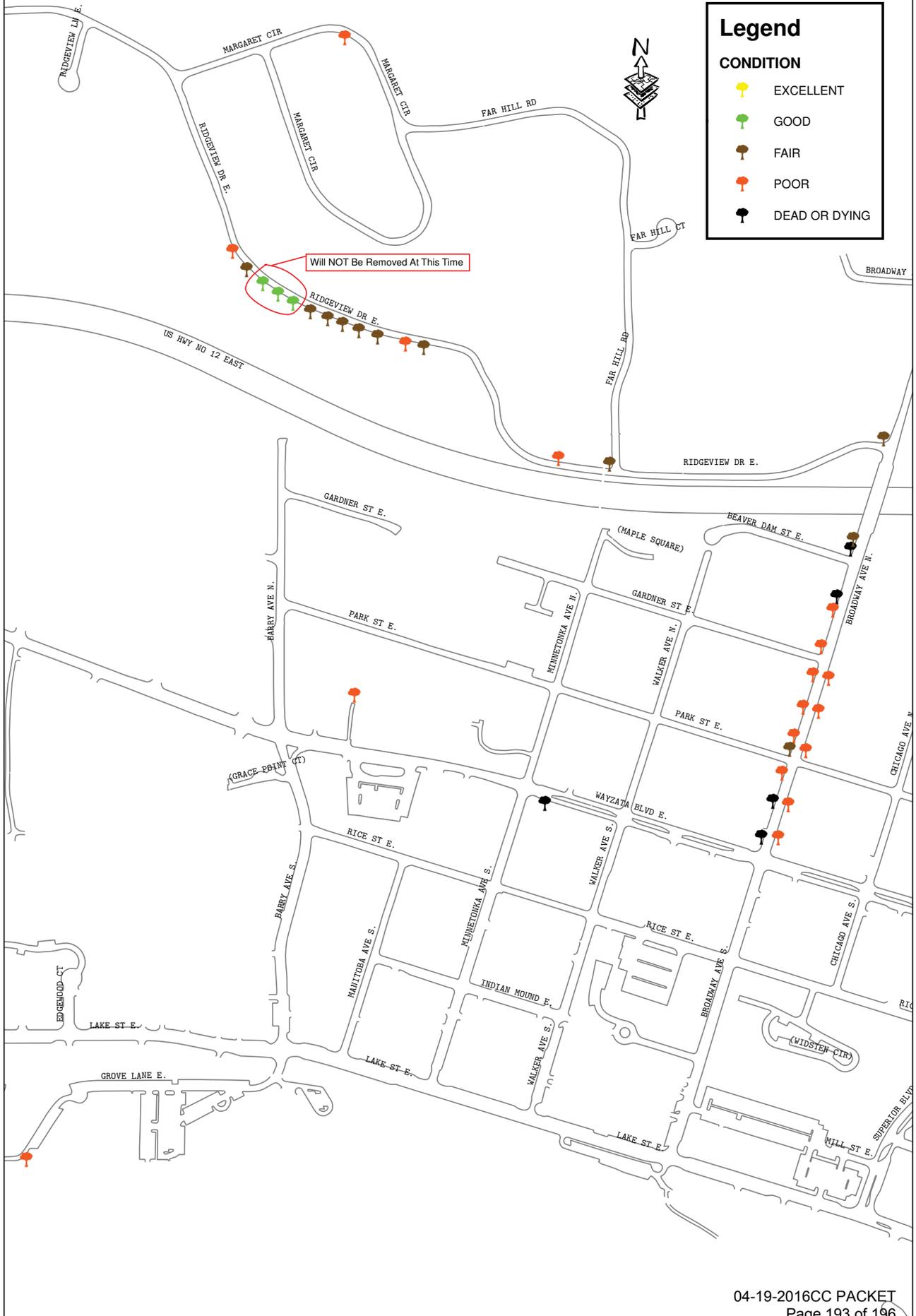
The estimated cost for the City's Tree Contractor to remove the 32 poorly rated ash trees on city right-of-ways is less than \$8,000 including stump removals. The backfilling with black dirt and seeding will be done by public works.

This overall Emerald Ash Borer Management Project is budgeted in our Parks CIP in under: Forestry-Tree Planting, Removal, & Management.

The 32 poorly rated ash trees are proposed to be removed by the city's tree contractor the week of April 25<sup>th</sup>, 2016.

Staff recommends approval of the Emerald Ash Borer Management Project to Remove 32 Poorly Rated Ash Trees on City Right-of-Ways

# Citizen Survey Results For Tree Removal & Replacement



# EMERALD ASH BORER

(EAB)



## PROJECT

# MANAGEMENT AREA

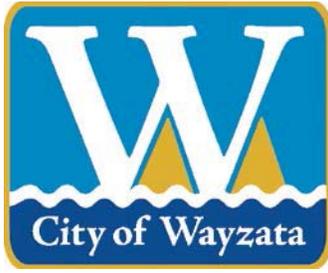
**MARKED TREES WILL BE REMOVED**

For More Information, Call Wayzata Public Works

952-404-5360

or visit [www.wayzata.org/EAB](http://www.wayzata.org/EAB)





**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

Dear Wayzata Property Owner;

As you've probably heard by now, Emerald Ash Borer (EAB) has been confirmed in the metro area, but not yet in Wayzata. While EAB has not been found in our community, Wayzata maintains a commitment to environmental stewardship and wishes to protect our community's trees to the best of our ability.

Research has determined that stressed trees could be attractive to EAB, so the city has decided to take the proactive step of removing stressed ash trees and replacing them with a variety of other species of trees.

The city has identified approximately 32 stressed boulevard trees, including one adjacent to your property, that the city will begin marking and removing in a few weeks. By removing the trees we are attempting to deter EAB infestation in Wayzata.

The tree removal will be performed by a contractor hired by the city. The removal includes tree debris and stump removal, backfilling stump with black dirt and seeding the area.

In the fall of 2016, volunteers and city staff will be planting replacement trees from the city's new gravel bed nursery. Where possible, we will replace, at no cost to the property owner, the removed ash with a new tree. The species we plant will be one of a diversity of species to ensure we avoid a monoculture of one tree species. The tree species we select for your site (your input is welcome) will be based upon a site conditions (like overhead wires, sunlight and nearby tree species).

If your property has suitable location on the boulevard for a replacement planting, we will contact you during the summer to gauge your interest in receiving a replacement tree. A few weeks prior to planting, you will get a notice that will be hung from your door. This door hanger will serve as notification to you that your tree will be planted soon, along with directions for taking care of your new tree – please water it for us!

Your participation through this tree removal and replanting is a huge gesture to sustaining our healthy urban forest. Please contact us with any questions or concerns. We thank you for your cooperation in this project.

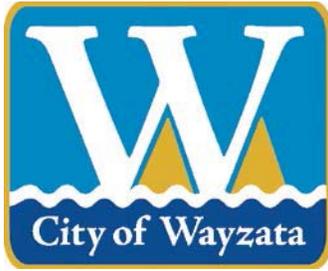
Anyone interested in volunteering in the EAB tree replacement project should contact the Public Works Secretary at 952-404-5360.

Sincerely,

David Dudinsky  
Director of Public Service

**David Dudinsky**  
Wayzata, City of  
Dir. of Public Service  
(952) 404-5361 Work  
(952) 221-0499 Mobile  
daved@wayzata.org





**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

April, 2016

Dear Wayzata Property Owner;

As you've probably heard by now, Emerald Ash Borer (EAB) has been confirmed in the metro area, but not yet in Wayzata. While EAB has not been found in our community, Wayzata maintains a commitment to environmental stewardship and wishes to protect our community's trees to the best of our ability.

Research has determined that stressed trees could be attractive to EAB, so the city has decided to take the proactive step of removing stressed ash trees and replacing them with a variety of other species of trees.

The city has identified approximately 32 stressed boulevard trees in and around your neighborhood that the city will begin marking and removing in a few weeks. By removing the trees we are attempting to deter an EAB infestation in Wayzata.

In the fall of 2016, volunteers and city staff will be planting replacement trees from the city's new gravel bed nursery. Where possible, we will replace, at no cost to the property owners, the removed ash with a new tree. The species we plant will be one of a diversity of species to ensure we avoid a monoculture of one tree species. The tree species we select for each planting site will be based upon a site conditions (like overhead wires, sunlight and nearby tree species) and property owner input.

A few weeks prior to planting, property owners whom have decided to accept a new boulevard tree to replace the removed tree will be notified that the new tree will be planted soon, along with directions for taking care of the new tree.

Citizen participation through this tree removal and replanting is a huge gesture to sustaining our healthy urban forest. Please contact us with any questions or concerns. We thank you for your cooperation in this project.

Anyone interested in volunteering in the EAB tree replacement project should contact the Public Works Secretary at 952-404-5360.

Sincerely,

David Dudinsky  
Director of Public Service