WAYZATA CITY COUNCIL MEETING AGENDA

Wayzata City Hall Community Room, 600 Rice Street
Tuesday, November 1, 2016

WORKSHOP TOPICS FOR DISCUSSION:

1. Wayzata Blvd/Superior Blvd Intersection (6:00 PM)

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.									
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**								3
a.	Approval of City Council Workshop Meeting Minutes of October 18, 2016 and City Council Regular Meeting Minutes of October 18, 2016								
b.	Approval of Check Register								
c.	Approval of Resolution No. 45-2016 and Contract For The Open For Business Program with Hennepin County								
d.	Approval of Contract with Urban Works for Creation of Special Services District								
6	**Public Hearing**								48
a.	***PUBLIC HEARING*** on Senior Multifamily Housing Developments and Issuance of Revenue Bonds and ***CONSIDER APPROVAL*** of Resolution No. 46-2016 Giving Approval to a Proposed Housing Program & The Issuance by the City of Apple Valley, MN of its Senior Living Revenue Bonds, Series 2016	Dahl							
7	**New Business**								
a.	Consider Resolution No. 48-2016 Accepting Bids and Authorizing the Execution of Contract for Construction of Mill Street Parking Ramp	Dahl							55
b.	Consider Approval of Payment-in-Lieu-of-Parking (PILOP) Policy	Dahl							71
c.	Consider Resolution No. 47-2016 Adopting Fee-in-Lieu of Parking Policy and Setting Fee Per Stall	Dahl							78
d.	Consider Authorizing Final Plans/Specifications & Ad for Bid for Construction of Telecommunication Tower	Dudinsky							80
e.	Gianni's Steakhouse Request to Extend Temporary Right-of-Way Permit	Dahl							106
8	**City Manager's Report and Discussion Items**								
a.	Discussion of Parking Mitigation Plan for Mill Street								
b.	Lake Effect Update								
9	**Public Forum (as necessary)**								
10	**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 - November 15 & December 6, 2016
Planning Commission - November 7 & 21, 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 CITY COUNCIL
DRAFT - WORKSHOP MEETING MINUTES
October 18, 2016

4:45 PM Parking Policy Discussion

Mayor Willcox called the workshop meeting to order at 4:45 pm in the Community Room at Wayzata City Hall. Council Members present: Anderson, McCarthy, Mullin and Tyacke. Also present: City Manager Dahl, Public Services Director Dave Dudinsky, Director of Planning and Building Thomson, and City Attorney Schelzel.

Mr. Dahl provided the council with a background regarding how the City is moving forward with three significant initiatives to create a downtown parking district:

1. Building the Mill Street Parking Ramp;
2. Facilitating the creation of Special Services District (Mobility District) in order to, at a minimum, pay for maintenance and operations costs of the Mill Street Parking Ramp, and also provide other services such as wayfinding signs, valet parking, etc.; and
3. Developing a Payment-in-Lieu-of-Parking (PILOP) Policy that would provide another option for developers to maximize the use of their property by utilizing public parking stalls.

Mr. Dahl stated that in addition to these initiatives, the City has also amended its parking ordinance and reduced the required amount of parking stalls for commercial uses in the downtown district. The overarching goal of these initiatives is to add more spaces downtown and maximize the efficiency of these spaces.

Mr. Dahl stated that the City is in the bidding process of building the ramp and has just hired a consultant to help facilitate the Mobility District. The pending initiative that still needs work is the PILOP Policy.

Mr. Dahl said the City discussed a draft PILOP Policy its September 20 workshop meeting. The Council had provided feedback regarding different changes in land use that would trigger using the policy as a development option. Ultimately, the discussion was cut short given time constraints.

Mr. Dahl stated that staff has continued to research the issue and has prepared another draft of the PILOP Policy. Mr. Dahl reviewed the revised policy and reviewed the changes that had been made to it. He stated that a critical component of the policy is what the per stall fee would be and would the fee be allowed to be paid over a defined period of time. He stated that staff recommends that the fee (which would be identified in the City's annual fee schedule) is $10,000 per stall and could be financed through the City over a term of not to exceed 20 years with a market-based interest rate plus 1.5% to cover City financing and administrative costs.

Mr. Dahl said the recommended fee of $10,000 per stall was determined by the following:

- Industry standard is approximately $25,000 per stall for structured parking and $5,000 for surface parking (not including land costs). The City's inventory of parking stalls will be a combination of both structured and surface parking.
- Looking at other cities' PILOP policies, the average of comparable cities is around $15,000. For example: Excelsior, MN is $24,000 (their annual rate per stall over 20 years), Laguna Beach is $20,000, Lake Forest, Il is $22,000, Santa Monica, CA is $20,000, Kirkland, WA is $6,000, Coconut Grove, FL is $10,000, and Jackson, WY is $8,500 to $17,000.
- Parking stalls would still be "public stalls" that are tracked as a pool. These stalls are not exclusive to the developer. It is the City's duty to ensure it has not "over promised" stalls and therefore must utilize the funds to fund maintenance and capital costs of the existing and future additional stalls if needed.

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- $10,000 amortized over 20 years with a 6% interest rate, for example, is $832 payment per year, similar to the two options articulated in the December 2015 SRF Report which provided two per stall examples of $660 per stall and $783 per stall but assumed NO interest.
- The only previous City agreement that identified a cost per stall was $7,500 in 1988. This amount was based not the equivalent cost per stall rather the projected benefit to the property.
- Staff believes that a $10,000 per stall would be an adequate amount to assist in funding future downtown parking improvements such as improvements to existing City-owned parking lots as well as future additional facilities. As a result, a Downtown Parking District Fund has been created will be discussed as a part of the CIP discussion.

Mr. Dahl stated reasons why the City would allow an assessment of up to 20 years:

- To give the property owner the opportunity to add it as a lease charge +in order to reduce upfront capital costs.
- A market-based interest rate as well as an administrative fee is added on to ensure that the City does not lose money as a result of financing.
- Must be paid off if property is sold.
- Anything more than 20 years could outlast the length or value of the parking stall.
- Similar to the term of for the financing of the parking ramp.

Mr. Dahl said the PILOP Policy would be completely optional to a developer. Property owners always have the option of providing parking on their own property or working out agreement with adjacent property owners. This Policy would help streamline future development processes to avoid the ad-hoc parking agreements of the past.

Jimmy Beltz indicated his preference for a substantially reduced per stall fee as the fee will ultimately just get passed onto the tenants, which could make the development not feasible.

The Council discussed the proposed fee and asked staff to look into extending the term and reducing the interest rate.

The Council directed staff to present a draft PILOP policy and fee schedule for consideration at the November 1, 2016 City Council meeting.

5:15 PM Wayzata Community Sailing Center Improvements

Mayor Willcox introduced this item at 5:45 pm in the Community Room at Wayzata City Hall.

Barry Petit, representing Wayzata Community Sailing Center, presented plans for its site at 456 Arlington Circle South.

The Council provided feedback regarding the project, including: maintain the City's right-of-way along Arlington Circle, recognize the previous community engagement process, work with Parks and Trails board on ideas for the "Little Beach", maintain a residential character, consider buffering and screening from the surrounding neighborhoods, including the homes to the north of the railroad tracks, and maintain the vistas to the lake.

5:45 PM Telecom Relocation Update

Mayor Willcox introduced this item at 6:05 pm.

Mr. Dudinsky provided a recap regarding SEH's report regarding the Wayzata West Middle School Communication Tower Feasibility Study.

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The study revealed that our costs are significantly higher than anticipated due to the poor soil conditions at the site. In addition, the four current tenants have requested a reduction in their lease rates.

The Council asked Mr. Dudinsky to move forward with ordering of final plans and specifications for the Wayzata Middle School Communication Tower with the Council considering on November 1st the approval to authorize the ad for bid. Mr. Dudinsky stated the award of bid could then be considered by the Council in February of 2017

6:15 PM CIP Discussion

Mayor Willcox introduced the item at 6:30 pm.

Mr. Dahl stated that since the October 4th workshop meeting, staff has worked with Steve McDonald from AEM to add to the CIP a Downtown Parking District Fund that contains parking related improvements such as the parking ramp, maintenance and operations for the ramp and other municipal parking lots, as well as future parking expansion projects.

Mr. Dudinsky reviewed requests made by the Parks and Trails Board for their added park related improvements. The Council had positive feedback regarding all of their proposals with the exception the of the bike kiosks.

Because time was cut short, Staff agreed to schedule a special workshop meeting sometime during the first two weeks of November.

The workshop meetings were adjourned at 7:00 pm.

Respectfully submitted,

Becky Malone
Deputy City Clerk

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WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
October 18, 2016

AGENDA ITEM 1. Call to Order and Roll Call.
Mayor Willcox called the meeting to order at 7 p.m. Council Members present: McCarthy, Anderson, and Tyacke. Council Member absent: Mullin (excused). Also present: City Manager Dahl, City Attorney Schelzel, City Engineer Kelly, and Director of Planning and Building Thomson.

AGENDA ITEM 2. Approve Agenda.
Mr. Tyacke made a motion, seconded by Mrs. Anderson, to approve the agenda. The motion carried 4/0.

Mr. Willcox advised the Council met in Workshop prior to the meeting and discussed a draft fee in lieu of parking policy, new design concepts for the Wayzata Community Sailing Center improvements, CIP with Parks and Trails, and received a telecom facilities relocation update.

AGENDA ITEM 3. Public Forum – 15 Minutes (3 minutes per person).
None.

AGENDA ITEM 4. New Agenda Items.
Mrs. Anderson requested future discussion regarding completion of the west end of Wayzata Boulevard.

Mr. Willcox stated Wayzata Boulevard was completed as far as the money from the CARD TIF would allow, and there is nothing in the CIP for future development.
City Engineer Kelly noted that an evaluation of Wayzata Boulevard was done in 2011. In response to the evaluation, the widest part of the road was made into a boulevard. From Minnetonka Avenue to Ferndale Road, pedestrian improvements were made, and there is no additional room for medians or boulevard treatments.

The item was not moved forward for a future agenda.

AGENDA ITEM 5. Consent Agenda.
Mrs. McCarthy inquired about the Mediacom reports in the Consent Agenda regarding residents who have not received resolution to their complaints.

City Manager Dahl stated the report that is included in the meeting packet is from the City, and Mediacom did not submit their report to the City like they were supposed to. The City has sent them a notice of violation of their agreement. All issues with Mediacom are reviewed by staff and a determination is made if they should be sent to the City Attorney. The strategy is to make it clear to Mediacom when they are in default, and hold them to the agreement.

Mr. Willcox inquired about fines that were established when Mediacom was in default of the agreement. City Attorney Schelzel stated these fines are enforceable as they are part of the agreement.

Mrs. McCarthy expressed concern that the City is only hearing a fraction of the actual number of complaints and encouraged people to contact the City.

Mrs. Anderson stated the complaints are being tracked for additional enforcement at a higher level. City Manager Dahl stated the City is following up on every detail of the franchise agreement.

Mrs. McCarthy referred to item No. 5(h) of the Consent Agenda. She noted many of the same properties seeking municipal licenses have delinquent utility bills each year, and inquired if licenses are withheld until the bills are paid.

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City Manager Dahl stated some property owners use the assessment process to allow the City to include the charge with their taxes and prefer to pay it that way. He noted there is a delay in payment and an additional fee when it is paid this way. Mrs. McCarthy stated this should not be allowed with rental property owners in town.

Mrs. Anderson made a motion, seconded by Mrs. McCarty, to approve the items on the consent agenda, which included:

a. Approval of City Council Workshop Meeting Minutes of October 4, 2016 and City Council Regular Meeting Minutes of October 4, 2016
b. Approval of Check Register
c. Municipal Licenses which received administrative approval (informational only)
d. Mediacom Quarterly Customer Service Report
e. Police Activity Report
f. Building Activity Report
g. Approval of Second Reading of Ordinance No. 764 Floodplain Ordinance Amendment
h. Approval Resolution No. 39-2016 Adopting Municipal Fees for 2017
i. Approval of Resolution No. 41-2016 for Pflaum Home at 630 Bushaway Road
j. Approval of Final Plat for UUCM at 2030 Wayzata Boulevard East

The motion carried 4/0.

AGENDA ITEM 6. Public Hearing.

a. Public Hearing on Special Assessment Roll for Unpaid False Alarm Charges and Delinquent Utility Bills and Consider Approval of Resolution No. 40-2016 to Approve Special Assessment Roll

Mayor Willcox opened the public hearing at 7:20 p.m. There being no one wishing to comment, Mayor Willcox closed the public hearing at 7:20 p.m.

City Manager Dahl noted he was unable to provide an updated report to the Council prior to the meeting, and there may be some bills on the roll that have been paid since the meeting packet went out last week.

Mrs. Anderson made a motion, seconded by Mr. Tyacke, to adopt Resolution No. 40-2016 certifying to the County Auditor assessments for unpaid delinquent utility bill charges and unpaid false alarm charges, as updated by City Manager.

Mr. Tyacke inquired about adding a right to discontinue service for continual non-payments. Mrs. McCarthy commented the City decided not to discontinue essential services.

Mr. Willcox stated the penalties are not enough of a deterrent for people to stop withholding payment. City Manager Dahl commented staff will look into which accounts show recurring delinquency over the last five years.

Mr. Tyacke requested clarification on accounts that are rolled over when homes are sold and agreed there should be a stronger penalty associated with delinquent accounts. Director of Planning and Building Thomson stated title companies are looking for special assessments and delinquent accounts associated with the property during a sale.

City Attorney Schelzel stated some utilities cannot be shut off during critical times, such as the cold winter months but that staff will assess if they can withhold approval of a license of a resident who has a delinquent account with the City as noted by Mrs. McCarthy.

The motion carried 4/0.

AGENDA ITEM 7. New Business.

a. Update on Bushaway Landscaping

City Engineer Kelly reported the Bushaway Landscape Committee has been meeting for the past year and has completed a landscape plan for the Bushaway Road corridor.

Mrs. Anderson reported on the mission and goal of this Committee, and gave a detailed report on the landscape plan. At the eastern gateway to Wayzata, the intersection of Bushaway

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and McGinty, there will be a rest stop for pedestrians that also includes maps and historical markers. She announced on Earth Day, April 22, 2017, volunteers from Cargill, Great River Greening, and the City will be planting along the corridor and invited everyone to help at this event.

The Council stated they are excited to see the completed project and thanked the Bushaway Landscape Committee for their time and work.

Mr. Kelly advised the Council will see bids for the landscaping project in early December.

b. Consider Resolution No. 44-2016 Approving Transfer of Mill Street Parking Lot from Wayzata Housing and Redevelopment Authority

City Manager Dahl reported the HRA determined the City was the best party to own and operate the proposed ramp at Mill Street, and directed staff to initiate the transfer process of the Mill Street property from the HRA to the City. The HRA has received no public comments and unanimously approved a resolution to transfer their Mill Street Parking property for purposes of building a parking ramp.

Mr. Tyacke thanked the HRA for their assistance with this project.

Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to adopt Resolution No. 44-2016 Approving Transfer of Mill Street Parking Lot from Wayzata Housing and Redevelopment Authority. The motion carried 4/0.

c. Consider Resolution No. 42-2016 for Mill Street Parking Ramp Design

Director of Planning and Building Thomson reported that in July, Council accepted a schematic design for the Mill Street Parking Ramp and authorized construction plans for the Mill Street parking ramp project.

Mr. Thomson reported that the zoning ordinance requires design review for the project. The proposed design includes one design deviation for the exterior building materials. The proposed structure would consist of brick, wood, concrete and metal. While brick and wood are permitted primary materials, concrete and metal are not and would comprise 4 percent of the west elevation, 27 percent of the south elevation, and 7 percent of the east elevation. The precast concrete is at the base of the ramp on the south side.

Mr. Thomson noted a subdivision to combine parcels comprising the Mill Street property is not needed. The County's parcel records were inaccurate and it is one property.

The Planning Commission recommended approval of the ramp design.

Mrs. Anderson inquired about the color of the portal entrance and expressed concern that a beige color would make it look dingy and dirty. She requested it be made a lighter white color.

Mrs. Anderson asked what was listed as options that went out for bid. Mr. Thomson responded each alternate, including a base landscape plan, will be bid on separately.

Mr. Willcox inquired if any reasons were given as to why two members of the Planning Commission voted against this design. Mr. Schelzel commented they did not state reasons at the time of the vote, but at a previous meeting had stated they did not support any ramp at Mill Street.

Mr. Tyacke commented the reason for the specific deviations is to break up the 400-foot length of it. He pointed out the specific parking ramp design standards have been met.

Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to adopt Resolution No. 42-2016 approving the Mill Street Parking Ramp Design. The motion carried 4/0.

d. Consider Resolution No. 43-2016 for PUD Amendment for Enclave Development

Director of Planning and Building Thomson reported the property owner, Crossdale Development, LLC is proposing to amend the PUD concept and general plans for the Enclave at Crossdale development at 202 to 217 Byrondale Avenue North. The proposed amendment would

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remove a portion of the public trail that runs along the south side of the cul-de-sac and connects Byrondale Avenue to Central Avenue.

Mr. Thomson reported the Planning Commission recommends approval of this amendment with the following conditions: 1) an amendment to the Development Agreement is made; 2) the applicant pays a park dedication fee in lieu of the public trail; 3) the trail be constructed as shown on the revised plans; and 4) the applicant pays the City's expenses related to the project.

Jennifer Haskamp, 246 South Albert Street, St. Paul, representative for the applicant, commented the trail in the approved plans seemed like a good idea at the time of initial approval. After site construction began, they became concerned with safety regarding the grades and steepness of the trail, as well as pedestrians cutting through the neighborhood.

Mr. Tyacke commented he was on the Planning Commission when this was approved, and there was a lot of discussion regarding the trail which factored into the approval of the PUD. The grades with the trail have not changed from the time the PUD plan was approved, and he does not support the proposed amendment as the public trail connecting to Central Avenue was a factor in approving the PUD.

Mrs. Anderson commented she respects the original intent of the PUD, but there are some practical difficulties that were not intended. There are still other means for people to get to Central Avenue and for safety concerns she supports the request.

Mrs. McCarthy requested clarification regarding the original proposed size of the houses in the development. Mr. Thomson commented the lot lines did not change, but there were several house design options. The choice of house on the lot near the trail did not cause problems with the trail location.

Mrs. McCarthy commented that given the amount of discussion and concern at the time of approval, this trail was an important part of the PUD for the residents and surrounding area, Mrs. McCarthy stated that there are other design solutions that could address the grade issues and provide a safe trail connection to Central Avenue. and she does not support the proposed amendment.

Mrs. Anderson inquired if the grade is in line with ADA requirements. City Engineer Kelly commented it would not qualify as an accessible route.

Mr. Willcox commented he recalled this trail was an important part of discussion when it was approved, but it is clearly a steep incline and a safety concern. He inquired if there was another solution besides removing the trail entirely, such as curving it to provide a safer and more gradual connection to Central Avenue.

Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to deny the requested PUD amendment for the revised trail and not adopt Resolution No. 43-2016 approving an amendment to Planned Unit Development at 202-217 Byrondale Avenue North, as presented, and to direct the applicant address any safety issues with the trail.

City Attorney Schelzel clarified that the motion was made on based on the facts discussed by Council related to the discussion and approval of the original PUD, and that the direction the applicant address any safety issues with the trail would only go to meeting the requirements of City Code, and would not impose any new conditions on the trail outside of that compliance, unless the applicant agreed to them.

City Engineer Kelly stated there are a few alternatives that could be used to address safety concerns.

Mr. Tyacke accepted the clarifications of the City Attorney, and the motion carried 3/1. (Anderson)

<u>AGENDA ITEM 8. City Manager's Report and Discussion Items.</u>

a. Applications for Boards and Commissions

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City Manager Dahl advised that October 31 is the deadline for Wayzata residents to apply for City commissions and boards, and encouraged people to apply. Mr. Willcox stated it is a great way to give back to the City, and is an educational and positive experience.

b. Halloween Boo Blast

City Manager Dahl announced the Boo Blast will be on October 29 from 11:00 a.m. to 3:00 p.m.

c. Candidate Forum

City Manager Dahl announced the Candidate Forum will take place on Thursday, October 27 at 7:00 p.m. for local officials and 7:40 p.m. for House officials at City Hall.

d. Council Reports/Updates

Mr. Willcox thanked the volunteers that helped with Pull-It and announced the following events:

- Light Up the Lake on November 25
- Open House on December 15 for outgoing Councilmembers Mullin and Anderson

AGENDA ITEM 9. Public Forum Continued (as necessary).

There were no comments.

AGENDA ITEM 10. Adjournment.

Mrs. McCarthy made a motion, seconded by Mr. Tyacke to adjourn. There being no further business, Mayor Willcox adjourned the meeting at 8:19 p.m.

Respectfully submitted,

Becky Malone
Deputy City Clerk

Drafted by Shannon Schmidt
TimeSaver Off Site Secretarial, Inc.

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CITY OF WAYZATA

*Check Detail Register©

October 2016

		Check Amt	Invoice	Comment
10100 Anchor Bank				
Paid Chk# 103886	10/25/2016 **ABSOLUTE MECHANICAL**			
E 640-47000-404	Repairs/Maint - Machin/Equip	$1,324.47	6570	STORE HVAC REPAIRS
	Total ABSOLUTE MECHANICAL	$1,324.47		
Paid Chk# 103887	10/25/2016 **ADVANCED IMAGING SOLUTIONS**			
E 640-47000-200	Office Supplies (GENERAL)	$48.00	INV113339	COPIER SUPPLIES
	Total ADVANCED IMAGING SOLUTIONS	$48.00		
Paid Chk# 103888	10/25/2016 **ARTISAN BEER COMPANY**			
E 640-47000-253	Beer For Resale	$122.75	3129491	BEER
E 640-47000-253	Beer For Resale	$556.95	3131170	BEER
E 640-48000-253	Beer For Resale	$270.00	3132566	BEER
E 640-47000-253	Beer For Resale	$152.90	3132649	BEER
	Total ARTISAN BEER COMPANY	$1,102.60		
Paid Chk# 103889	10/25/2016 **BAGY JO, INC.**			
E 640-47000-306	Personnel Expense	$86.94	16224	STORE EMPL.SHIRTS
	Total BAGY JO, INC.	$86.94		
Paid Chk# 103890	10/25/2016 **BELLBOY BAR SUPPLY CORP.**			
E 640-47000-254	Soft Drinks/Mix For Resale	$35.00	55688700	MISC.MIX
E 640-47000-251	Liquor For Resale	$689.42	55688700	LIQUOR
E 640-47000-259	Freight	$13.57	55688700	FREIGHT
E 640-47000-251	Liquor For Resale	$386.83	55885200	LIQUOR
E 640-47000-259	Freight	$10.46	55885200	FREIGHT
	Total BELLBOY BAR SUPPLY CORP.	$1,135.28		
Paid Chk# 103891	10/25/2016 **BERNICK`S WINE**			
E 640-47000-254	Soft Drinks/Mix For Resale	$55.91	322435	MISC.MIX
E 640-47000-253	Beer For Resale	$29.50	322436	BEER
E 640-47000-253	Beer For Resale	$1,048.00	324774	BEER
	Total BERNICK`S WINE	$1,133.41		
Paid Chk# 103892	10/25/2016 **BOOM ISLAND BREWING COMPANY**			
E 640-47000-253	Beer For Resale	$151.25	5562	BEER
	Total BOOM ISLAND BREWING COMPANY	$151.25		
Paid Chk# 103893	10/25/2016 **BOURGET IMPORTS**			
E 640-47000-259	Freight	$1.50	136794	FREIGHT
E 640-47000-252	Wine For Resale	$196.00	136794	WINE
E 640-47000-252	Wine For Resale	$376.00	136938	WINE
E 640-47000-259	Freight	$3.00	136938	FREIGHT
	Total BOURGET IMPORTS	$576.50		
Paid Chk# 103894	10/25/2016 **BREAKTHRU BEVERAGE**			
E 640-47000-252	Wine For Resale	$3,496.00	1080535937	WINE
E 640-47000-259	Freight	$42.05	1080535937	FREIGHT
E 640-47000-259	Freight	$23.19	1080535938	FREIGHT
E 640-47000-251	Liquor For Resale	$3,274.76	1080535938	LIQUOR
E 640-47000-254	Soft Drinks/Mix For Resale	$234.90	1080538941	MISC.MIX
E 640-47000-259	Freight	$24.28	1080538941	FREIGHT
E 640-47000-251	Liquor For Resale	$2,248.70	1080538941	LIQUOR
E 640-47000-252	Wine For Resale	$512.00	1080538942	WINE
E 640-47000-259	Freight	$15.95	1080538942	FREIGHT
E 640-48000-252	Wine For Resale	$187.25	1080539107	WINE
E 640-47000-251	Liquor For Resale	$36.40	1080540730	LIQUOR
E 640-47000-259	Freight	$1.45	1080542072	FREIGHT

*Check Detail Register©

October 2016

		Check Amt	Invoice	Comment
E 640-47000-252	Wine For Resale	$757.00	1080542073	WINE
E 640-47000-259	Freight	$7.25	1080542073	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	$37.50	1080542144	LIQUOR
E 640-47000-251	Liquor For Resale	$3,005.27	1080542144	LIQUOR
E 640-47000-259	Freight	$29.87	1080542144	FREIGHT
E 640-47000-251	Liquor For Resale	($164.56)	2080146731	LIQUOR
	Total BREAKTHRU BEVERAGE	$13,769.26		
Paid Chk# 103895	10/25/2016 **BREAKTHRY BEVERAGE BEER**			
E 640-48000-253	Beer For Resale	$299.60	1080535823	BEER
E 640-48000-253	Beer For Resale	$253.00	1090621460	BEER
E 640-47000-253	Beer For Resale	$1,084.30	1090621562	BEER
E 640-48000-253	Beer For Resale	$313.00	1090624537	BEER
E 640-47000-253	Beer For Resale	$1,976.55	1090624600	BEER
E 640-47000-253	Beer For Resale	$51.00	1090624631	BEER
E 640-47000-253	Beer For Resale	$963.45	1090627393	BEER
E 640-47000-253	Beer For Resale	$51.00	1090627394	BEER
E 640-47000-253	Beer For Resale	$25.50	1090627395	BEER
	Total BREAKTHRY BEVERAGE BEER	$5,017.40		
Paid Chk# 103896	10/25/2016 **CLEAR RIVER BEVERAGE CO.**			
E 640-47000-253	Beer For Resale	$98.01	69-931	BEER
	Total CLEAR RIVER BEVERAGE CO.	$98.01		
Paid Chk# 103897	10/25/2016 **COCA-COLA**			
E 640-47000-254	Soft Drinks/Mix For Resale	$133.84	3602201074	MISC.BEV
	Total COCA-COLA	$133.84		
Paid Chk# 103898	10/25/2016 **COZZINI BROS., INC.**			
E 640-48500-415	Other Equipment Rentals	$52.03	C3126505	KNIFE EXCHANGE
	Total COZZINI BROS., INC.	$52.03		
Paid Chk# 103899	10/25/2016 **DAHLHEIMER DISTRIBUTING CO.**			
E 640-47000-253	Beer For Resale	$773.60	1220237	BEER
E 640-48000-253	Beer For Resale	$273.00	1220238	BEER
E 640-47000-253	Beer For Resale	$823.25	1220296	BEER
E 640-47000-253	Beer For Resale	$348.00	1220316	BEER
E 640-48000-253	Beer For Resale	$149.00	131265	BEER
E 640-48000-253	Beer For Resale	$133.00	133447	BEER
E 640-48000-253	Beer For Resale	$394.00	133482	BEER
E 640-48000-253	Beer For Resale	$177.00	133628	BEER
	Total DAHLHEIMER DISTRIBUTING CO.	$3,070.85		
Paid Chk# 103900	10/25/2016 **DENNYS 5TH AVENUE BAKERY**			
E 640-48500-255	FOODIngredients For Resale	$104.00	623529	FOOD
E 640-48500-255	FOODIngredients For Resale	$224.00	628912	FOOD
E 640-48500-255	FOODIngredients For Resale	$124.16	629433	FOOD
E 640-48500-255	FOODIngredients For Resale	$164.10	629549	FOOD
E 640-48500-255	FOODIngredients For Resale	$115.10	630310	FOOD
E 640-48500-255	FOODIngredients For Resale	$196.45	630751	FOOD
	Total DENNYS 5TH AVENUE BAKERY	$927.81		
Paid Chk# 103901	10/25/2016 **DMX MUSIC - MINNEAPOLIS**			
E 640-48000-415	Other Equipment Rentals	$103.67	52801990	BAR MUSIC
	Total DMX MUSIC - MINNEAPOLIS	$103.67		
Paid Chk# 103902	10/25/2016 **G & K SERVICES**			
E 640-48500-217	Uniforms	$246.18	1013125776	KITCHEN UNIFORMS & SUPPLIES

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E 640-48500-210	Operating Supplies (GENERAL)	$343.18	1013136958	KITCHEN UNIFORMS & SUPPLIES
	Total G & K SERVICES	$589.36		
Paid Chk# 103903	10/25/2016 **GRAPE BEGINNINGS, INC.**			
E 640-47000-252	Wine For Resale	$23.33	10823	WINE
E 640-47000-259	Freight	$2.25	10823	FREIGHT
E 640-47000-252	Wine For Resale	$140.00	11025	WINE
E 640-47000-259	Freight	$2.25	11025	FREIGHT
	Total GRAPE BEGINNINGS, INC.	$167.83		
Paid Chk# 103904	10/25/2016 **HOHENSTEINS INC.**			
E 640-47000-253	Beer For Resale	$1,271.00	853544	BEER
	Total HOHENSTEINS INC.	$1,271.00		
Paid Chk# 103905	10/25/2016 **JJ TAYLOR DISTRIBUTING OF MN**			
E 640-48000-253	Beer For Resale	$172.00	2566247	BEER
E 640-47000-253	Beer For Resale	$2,393.30	2576972	BEER
E 640-47000-253	Beer For Resale	$1,690.05	2576987	BEER
E 640-48000-253	Beer For Resale	$889.00	2600500	BEER
E 640-48000-253	Beer For Resale	$76.20	2600501	BEER
E 640-48000-253	Beer For Resale	$95.40	2600563	BEER
E 640-48000-253	Beer For Resale	$322.00	2600564	BEER
	Total JJ TAYLOR DISTRIBUTING OF MN	$5,637.95		
Paid Chk# 103906	10/25/2016 **JOHNSON BROS.-ST.PAUL**			
E 640-47000-251	Liquor For Resale	$298.98	5553815	LIQUOR
E 640-47000-259	Freight	$0.61	5553815	freight
E 640-47000-259	Freight	$15.86	5555161	FREIGHT
E 640-47000-251	Liquor For Resale	$1,351.70	5555161	LIQUOR
E 640-47000-252	Wine For Resale	$1,485.90	5555162	WINE
E 640-47000-259	Freight	$29.28	5555162	FREIGHT
E 640-47000-251	Liquor For Resale	$3,028.11	5556503	LIQUOR
E 640-47000-259	Freight	$19.92	5556503	FREIGHT
E 640-47000-252	Wine For Resale	$1,325.50	5556504	WINE
E 640-47000-259	Freight	$8.54	5556504	FREIGHT
E 640-47000-259	Freight	$8.86	5560457	FREIGHT
E 640-47000-251	Liquor For Resale	$952.24	5560457	LIQUOR
E 640-47000-252	Wine For Resale	$5,024.24	5560458	WINE
E 640-47000-259	Freight	$103.41	5560458	FREIGHT
E 640-47000-251	Liquor For Resale	$1,897.59	5561788	LIQUOR
E 640-47000-259	Freight	$13.63	5561788	FREIGHT
E 640-47000-259	Freight	$10.98	5561947	FREIGHT
E 640-47000-251	Liquor For Resale	$1,111.62	5561947	LIQUOR
E 640-47000-252	Wine For Resale	$9,821.22	5561948	WINE
E 640-47000-259	Freight	$136.64	5561948	FREIGHT
E 640-47000-259	Freight	$6.10	5563241	FREIGHT
E 640-47000-251	Liquor For Resale	$401.70	5563241	LIQUOR
E 640-47000-259	Freight	$1.22	5564925	FREIGHT
E 640-47000-252	Wine For Resale	$877.82	5564925	WINE
E 640-47000-251	Liquor For Resale	$697.66	5566125	LIQUOR
E 640-47000-259	Freight	$7.73	5566125	FREIGHT
E 640-47000-252	Wine For Resale	$2,841.30	5566126	WINE
E 640-47000-259	Freight	$54.90	5566126	FREIGHT
E 640-47000-259	Freight	$4.48	5567464	FREIGHT
E 640-47000-251	Liquor For Resale	$1,106.14	5567464	LIQUOR
E 640-47000-251	Liquor For Resale	$107.16	5568722	LIQUOR
E 640-47000-259	Freight	$1.22	5568722	FREIGHT

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	Total	**JOHNSON BROS.-ST.PAUL**	$32,752.26		
Paid Chk# 103907	10/25/2016	**KARLSBURGER FOODS, INC.**			
E 640-48500-255	FOODIngredients For Resale		$286.90	000420360	FOOD
	Total	**KARLSBURGER FOODS, INC.**	$286.90		
Paid Chk# 103908	10/25/2016	**LAKES & LEGENDS BREWING CO.**			
E 640-47000-253	Beer For Resale		$225.00	E-1184	BEER
	Total	**LAKES & LEGENDS BREWING CO.**	$225.00		
Paid Chk# 103909	10/25/2016	**LIBATION PROJECT**			
E 640-47000-252	Wine For Resale		$272.00	5765	WINE
E 640-47000-259	Freight		$3.00	5765	FREIGHT
E 640-47000-259	Freight		$4.50	5778	FREIGHT
E 640-47000-252	Wine For Resale		$480.00	5778	WINE
	Total	**LIBATION PROJECT**	$759.50		
Paid Chk# 103910	10/25/2016	**LTD BREWING, LLC**			
E 640-47000-253	Beer For Resale		$60.00	1155	BEER
	Total	**LTD BREWING, LLC**	$60.00		
Paid Chk# 103911	10/25/2016	**M.AMUNDSON LLP**			
E 640-47000-256	MISC.MDSE.RESALE		$1,040.81	225180	CIGARETTES
E 640-47000-256	MISC.MDSE.RESALE		$970.79	225972	CIGARETTES
	Total	**M.AMUNDSON LLP**	$2,011.60		
Paid Chk# 103912	10/25/2016	**MARGRON SKOGLUND WINE IMPORTS**			
E 640-47000-252	Wine For Resale		$254.99	20020245	WINE
E 640-47000-259	Freight		$5.00	20020245	FREIGHT
	tal	**MARGRON SKOGLUND WINE IMPORTS**	$259.99		
Paid Chk# 103913	10/25/2016	**MARTIN, SHANE**			
E 640-48000-341	General Promotions		$300.00	11/3/16	BAR MUSIC 11/3/16
	Total	**MARTIN, SHANE**	$300.00		
Paid Chk# 103914	10/25/2016	**MIDWEST GREASE**			
E 640-48500-404	Repairs/Maint - Machin/Equip		$180.00	172385	GREASE TRAP SERVICE
	Total	**MIDWEST GREASE**	$180.00		
Paid Chk# 103915	10/25/2016	**MN UC FUND**			
E 640-47000-140	Unemployment Comp (GENERAL		$36.76	07970965	UNEMPLOYMENT
	Total	**MN UC FUND**	$36.76		
Paid Chk# 103916	10/25/2016	**NETWORK BUSINESS SUPPLIES**			
E 640-47000-210	Operating Supplies (GENERAL)		$103.12	00104095	SUPPLIES
	Total	**NETWORK BUSINESS SUPPLIES**	$103.12		
Paid Chk# 103917	10/25/2016	**NEW FRANCE WINE COMPANY**			
E 640-47000-252	Wine For Resale		$785.00	113788	WINE
E 640-47000-259	Freight		$6.00	113788	FREIGHT
E 640-47000-259	Freight		$3.00	114204	FREIGHT
E 640-47000-252	Wine For Resale		$252.00	114204	WINE
E 640-47000-259	Freight		$9.00	114384	FREIGHT
E 640-47000-252	Wine For Resale		$2,703.34	114384	WINE
	Total	**NEW FRANCE WINE COMPANY**	$3,758.34		
Paid Chk# 103918	10/25/2016	**NORTHWESTERN FRUIT COMPANY**			
E 640-48500-255	FOODIngredients For Resale		($258.30)	846221	FOOD
E 640-48500-255	FOODIngredients For Resale		($51.40)	846802	FOOD

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E 640-48500-255	FOODIngredients For Resale	$557.35	848208	FOOD
E 640-48500-255	FOODIngredients For Resale	$351.20	848382	FOOD
E 640-48500-255	FOODIngredients For Resale	$535.80	848557	FOOD
E 640-48500-255	FOODIngredients For Resale	$417.55	848684	FOOD
E 640-48000-251	Liquor For Resale	$81.75	848684	LIQUOR
E 640-48500-255	FOODIngredients For Resale	$345.95	848881	FOOD
E 640-48000-251	Liquor For Resale	$67.60	848999	LIQUOR
E 640-48500-255	FOODIngredients For Resale	$857.20	848999	FOOD
E 640-48500-255	FOODIngredients For Resale	$382.90	849171	FOOD
Total	**NORTHWESTERN FRUIT COMPANY**	$3,287.60		
Paid Chk# 103919	10/25/2016 **PAUSTIS & SONS**			
E 640-47000-259	Freight	$21.25	8564539	FREIGHT
E 640-47000-252	Wine For Resale	$1,558.02	8564539	WINE
E 640-47000-251	Liquor For Resale	$380.00	8564540	LIQUOR
E 640-47000-259	Freight	$2.50	8564540	WINE
E 640-47000-252	Wine For Resale	$230.00	8565587	WINE
E 640-47000-259	Freight	$4.50	8565587	FREIGHT
E 640-47000-252	Wine For Resale	$561.91	8566288	WINE
E 640-47000-259	Freight	$7.00	8566288	FREIGHT
Total	**PAUSTIS & SONS**	$2,765.18		
Paid Chk# 103920	10/25/2016 **PEPSI -COLA**			
E 640-47000-254	Soft Drinks/Mix For Resale	$254.50	67357157	MISC.BEV.
Total	**PEPSI -COLA**	$254.50		
Paid Chk# 103921	10/25/2016 **PHILLIPS WINES & SPIRITS**			
E 640-47000-251	Liquor For Resale	$491.00	2052364	LIQUOR
E 640-47000-259	Freight	$6.10	2052364	FREIGHT
E 640-47000-259	Freight	$39.03	2052365	FREIGHT
E 640-47000-252	Wine For Resale	$2,399.15	2052365	WINE
E 640-48000-251	Liquor For Resale	$496.58	2055945	LIQUOR
E 640-47000-259	Freight	$5.09	2056094	FREIGHT
E 640-47000-251	Liquor For Resale	$432.58	2056094	LIQUOR
E 640-47000-259	Freight	$9.97	2056095	FREIGHT
E 640-47000-252	Wine For Resale	$674.70	2056095	WINE
E 640-47000-251	Liquor For Resale	$360.96	2059978	LIQUOR
E 640-47000-259	Freight	$4.06	2059978	FREIGHT
E 640-47000-252	Wine For Resale	$775.06	2059979	WINE
E 640-47000-259	Freight	$7.73	2059979	FREIGHT
E 640-47000-252	Wine For Resale	$252.00	2060943	WINE
E 640-47000-259	Freight	$1.22	2060943	FREIGHT
E 640-47000-251	Liquor For Resale	($244.22)	246932	LIQUOR
Total	**PHILLIPS WINES & SPIRITS**	$5,711.01		
Paid Chk# 103922	10/25/2016 **QUALITY SERVICE, INC.**			
E 640-48500-404	Repairs/Maint - Machin/Equip	$497.33	32000	STOVE REPAIRS
E 640-48000-404	Repairs/Maint - Machin/Equip	$460.54	32001	SERVER STATION SINK REPAIRS
Total	**QUALITY SERVICE, INC.**	$957.87		
Paid Chk# 103923	10/25/2016 **RED BULL DISTRIBUTION COMPANY**			
E 640-47000-254	Soft Drinks/Mix For Resale	$343.00	20044887	MISC.BEV
Total	**RED BULL DISTRIBUTION COMPANY**	$343.00		
Paid Chk# 103924	10/25/2016 **RITE**			
E 640-47000-200	Office Supplies (GENERAL)	$103.75	13653	SUPPLIES
E 640-47000-404	Repairs/Maint - Machin/Equip	$228.93	4802	STORE REGISTER MAINT.
Total	**RITE**	$332.68		

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Paid Chk# 103925	10/25/2016 **SHAMROCK GROUP**			
E 640-47000-254	Soft Drinks/Mix For Resale	$121.40	2052419	ICE
E 640-47000-254	Soft Drinks/Mix For Resale	$42.80	2054300	ICE
E 640-47000-254	Soft Drinks/Mix For Resale	$21.95	2055898	ICE
	Total SHAMROCK GROUP	$186.15		
Paid Chk# 103926	10/25/2016 **SMALL LOT MN**			
E 640-47000-259	Freight	$6.15	9718	FREIGHT
E 640-47000-252	Wine For Resale	$263.88	9718	WINE
	Total SMALL LOT MN	$270.03		
Paid Chk# 103927	10/25/2016 **SOUTHERN GLAZER`S OF MN**			
E 640-47000-251	Liquor For Resale	$1,198.44	1458118	LIQUOR
E 640-47000-259	Freight	$8.10	1458118	FREIGHT
E 640-47000-259	Freight	$66.77	1458119	FREIGHT
E 640-47000-252	Wine For Resale	$3,985.33	1458119	WINE
E 640-47000-252	Wine For Resale	$1,737.78	1458120	WINE
E 640-47000-259	Freight	$12.05	1458120	FREIGHT
E 640-47000-259	Freight	$5.12	1460783	FREIGHT
E 640-47000-252	Wine For Resale	$1,145.00	1460783	WINE
E 640-47000-251	Liquor For Resale	$1,215.17	1460784	LIQUOR
E 640-47000-259	Freight	$9.49	1460784	FREIGHT
E 640-47000-251	Liquor For Resale	$1,337.00	1460785	LIQUOR
E 640-47000-259	Freight	$7.68	1460785	FREIGHT
E 640-47000-259	Freight	$1.07	1460786	FREIGHT
E 640-47000-252	Wine For Resale	$152.00	1460787	WINE
E 640-47000-259	Freight	$2.56	1460787	FREIGHT
E 640-47000-259	Freight	$21.76	1460788	FREIGHT
E 640-47000-252	Wine For Resale	$1,240.40	1460788	WINE
E 640-47000-254	Soft Drinks/Mix For Resale	$27.00	1463412	MISC.BEV
E 640-47000-259	Freight	$1.28	1463412	FREIGHT
E 640-47000-251	Liquor For Resale	$1,489.60	1463413	LIQUOR
E 640-47000-259	Freight	$10.45	1463413	FREIGHT
E 640-47000-259	Freight	$1.49	1463414	FREIGHT
E 640-47000-251	Liquor For Resale	$398.47	1463414	LIQUOR
E 640-47000-259	Freight	$0.32	1463415	FREIGHT
E 640-47000-252	Wine For Resale	$664.00	1463416	WINE
E 640-47000-259	Freight	$16.64	1463416	FREIGHT
E 640-47000-259	Freight	$36.27	1465958	FREIGHT
E 640-47000-252	Wine For Resale	$3,080.94	1465958	WINE
	Total SOUTHERN GLAZER`S OF MN	$17,872.18		
Paid Chk# 103928	10/25/2016 **SPENCER JANITORIAL**			
E 640-48000-409	Maint services & Improv	$2,538.02	10453	MONTHLY CLEANING
	Total SPENCER JANITORIAL	$2,538.02		
Paid Chk# 103929	10/25/2016 **STRATEGIC EQUIPMENT AND**			
E 640-48500-210	Operating Supplies (GENERAL)	($14.34)	155095	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	$31.93	2728252	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	$56.78	2728253	PROMO FOOD
E 640-48500-210	Operating Supplies (GENERAL)	$530.82	2728253	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	$253.23	2728253	BAR SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	$166.02	2728254	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	$18.83	2731394	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	$509.93	2731395	KITCHEN SUPPLIES
E 640-48000-341	General Promotions	$28.39	2731395	PROMO FOOD
	Total STRATEGIC EQUIPMENT AND	$1,581.59		

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Paid Chk# 103930	10/25/2016 **SUNBURST CHEMICALS, INC.**			
E 640-48500-210	Operating Supplies (GENERAL)	$203.44	0374666	SUPPLIES
E 640-48500-415	Other Equipment Rentals	$92.37	8772	LEASE
Total	**SUNBURST CHEMICALS, INC.**	$295.81		
Paid Chk# 103931	10/25/2016 **T.D. ANDERSON INC.**			
E 640-48000-409	Maint services & Improv	$115.00	941411	BEER LINES CLEANED
Total	**T.D. ANDERSON INC.**	$115.00		
Paid Chk# 103932	10/25/2016 **THORPE DISTRIBUTING CO.**			
E 640-48000-253	Beer For Resale	$954.00	1142348	BEER
E 640-48000-253	Beer For Resale	$4,541.85	1143057	BEER
E 640-47000-253	Beer For Resale	$2,529.60	1151155	BEER
E 640-48000-253	Beer For Resale	$265.00	1151653	BEER
E 640-47000-253	Beer For Resale	($30.00)	1151656	BEER
E 640-47000-253	Beer For Resale	$20.45	1154556	BEER
E 640-47000-253	Beer For Resale	$3,103.77	1154606	BEER
E 640-48000-253	Beer For Resale	$1,216.00	1155105	BEER
E 640-47000-253	Beer For Resale	$99.05	1158016	BEER
E 640-47000-253	Beer For Resale	$18.85	1161485	BEER
E 640-47000-253	Beer For Resale	($7.90)	149-15	BEER
Total	**THORPE DISTRIBUTING CO.**	$12,710.67		
Paid Chk# 103933	10/25/2016 **TOLL GAS & WELDING SUPPLY**			
E 640-48000-210	Operating Supplies (GENERAL)	$64.76	40052988	SUPPLIES
Total	**TOLL GAS & WELDING SUPPLY**	$64.76		
Paid Chk# 103934	10/25/2016 **TRADITION WINE & SPIRITS**			
E 640-47000-252	Wine For Resale	$160.00	10658	WINE
E 640-47000-259	Freight	$2.00	10658	FREIGHT
E 640-47000-259	Freight	$2.00	10791	FREIGHT
E 640-47000-252	Wine For Resale	$216.00	10791	WINE
Total	**TRADITION WINE & SPIRITS**	$380.00		
Paid Chk# 103935	10/25/2016 **TRUE BRANDS**			
E 640-47000-259	Freight	$32.48	155994	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	$270.68	155994	MISC.MDSE.
Total	**TRUE BRANDS**	$303.16		
Paid Chk# 103936	10/25/2016 **US FOODS**			
E 640-48500-255	FOODIngredients For Resale	$152.03	3829182	FOOD
E 640-48000-342	Promotions - Food/Drinks	$113.38	3829183	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale	$4,622.43	3829183	FOOD
E 640-48000-254	Soft Drinks/Mix For Resale	$243.50	3829183	MISC.BEV
E 640-48500-210	Operating Supplies (GENERAL)	$59.40	3829183	SUPPLIES
E 640-48000-251	Liquor For Resale	$64.05	3829183	LIQUOR
E 640-48500-255	FOODIngredients For Resale	$2,236.85	3868210	FOOD
E 640-48500-255	FOODIngredients For Resale	$222.99	3913564	FOOD
E 640-48500-255	FOODIngredients For Resale	$4,145.18	3913566	FOOD
E 640-48000-251	Liquor For Resale	$63.86	3913566	LIQUOR
E 640-48500-210	Operating Supplies (GENERAL)	$16.87	3913566	SUPPLIES
E 640-48000-254	Soft Drinks/Mix For Resale	$71.00	3913566	MISC.BEV
E 640-48000-251	Liquor For Resale	$5.50	3963086	LIQUOR
E 640-48000-342	Promotions - Food/Drinks	$59.75	3963086	PROMO FOOD
E 640-48500-210	Operating Supplies (GENERAL)	$20.33	3963086	SUPPLIES
E 640-48000-254	Soft Drinks/Mix For Resale	$332.18	3963086	MISC.BEV
E 640-48500-255	FOODIngredients For Resale	$3,857.12	3963086	FOOD
E 640-48500-255	FOODIngredients For Resale	$2,675.46	4003728	FOOD

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E 640-48500-255	FOODIngredients For Resale	$2,784.12	4045263	FOOD
	Total US FOODS	$21,746.00		
Paid Chk# 103937	10/25/2016 **VINOCOPIA**			
E 640-47000-251	Liquor For Resale	$75.12	0163547	LIQUOR
E 640-47000-252	Wine For Resale	$44.00	0163547	WINE
E 640-47000-254	Soft Drinks/Mix For Resale	$120.00	0163547	MISC.MIX
E 640-47000-259	Freight	$14.00	0163547	FREIGHT
	Total VINOCOPIA	$253.12		
Paid Chk# 103938	10/25/2016 **WAYZATA CHAMBER OF COMMERCE**			
E 640-48000-415	Other Equipment Rentals	$1,900.00	3415	JJ HILL DAY EQUIPMENT RENTAL
	Total WAYZATA CHAMBER OF COMMERCE	$1,900.00		
Paid Chk# 103939	10/25/2016 **WINE COMPANY**			
E 640-47000-252	Wine For Resale	$1,294.67	15785	WINE
E 640-47000-259	Freight	$14.85	15785	FREIGHT
E 640-47000-259	Freight	$18.15	16173	FREIGHT
E 640-47000-252	Wine For Resale	$1,408.00	16173	WINE
E 640-47000-259	Freight	$2.10	16372	FREIGHT
E 640-47000-252	Wine For Resale	$128.00	16372	WINE
E 640-47000-259	Freight	$5.00	16871	FREIGHT
E 640-47000-252	Wine For Resale	$304.00	16871	WINE
E 640-47000-252	Wine For Resale	($46.67)	17073	WINE
E 640-47000-252	Wine For Resale	($170.00)	17099	WINE
E 640-47000-259	Freight	$4.20	17569	FREIGHT
E 640-47000-252	Wine For Resale	$413.34	17569	WINE
	Total WINE COMPANY	$3,375.64		
Paid Chk# 103940	10/25/2016 **WINE MERCHANT**			
E 640-47000-259	Freight	$1.22	7091301	FREIGHT
E 640-47000-252	Wine For Resale	$287.56	7091301	WINE
E 640-47000-252	Wine For Resale	$80.40	7100585	WINE
E 640-47000-259	Freight	$1.01	7100585	FREIGHT
E 640-47000-259	Freight	$24.40	7101351	FREIGHT
E 640-47000-252	Wine For Resale	$720.00	7101351	WINE
E 640-47000-259	Freight	$48.79	7101607	FREIGHT
E 640-47000-252	Wine For Resale	$3,600.00	7101607	WINE
E 640-47000-252	Wine For Resale	($167.22)	710163	WINE
E 640-48000-252	Wine For Resale	$287.66	7101818	WINE
E 640-47000-259	Freight	$13.42	7101848	FREIGHT
E 640-47000-252	Wine For Resale	$1,939.00	7101848	WINE
E 640-47000-259	Freight	$53.07	7102448	FREIGHT
E 640-47000-252	Wine For Resale	$1,569.24	7102448	WINE
E 640-48000-252	Wine For Resale	$362.44	7102676	WINE
E 640-47000-259	Freight	$4.88	7102730	FREIGHT
E 640-47000-252	Wine For Resale	$564.00	7102730	WINE
E 640-47000-252	Wine For Resale	($1,002.44)	710380	WINE
E 640-47000-259	Freight	$3.66	7104016	FREIGHT
E 640-47000-252	Wine For Resale	$617.00	7104016	WINE
	Total WINE MERCHANT	$9,008.09		
Paid Chk# 103941	10/25/2016 **Z WINES USA LLC**			
E 640-47000-252	Wine For Resale	$248.00	17330	WINE
E 640-47000-259	Freight	$5.00	17330	FREIGHT
	Total Z WINES USA LLC	$253.00		
Paid Chk# 103942	10/27/2016 **ANCHOR BANK-CARDMEMBER SERV.**			

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E 630-40000-433	Dues, Licensing & Seminars	$29.95		MV SERVICE
E 101-41910-433	Dues, Licensing & Seminars	$40.00		PLANNING CONF REG
E 101-45200-227	Plantings	$133.11		PLANTINGS
E 101-41500-331	Mileage & Expense Account	$152.92		MTG.MEALS
E 101-41500-433	Dues, Licensing & Seminars	$642.39		CONF.EXP.
E 101-42100-433	Dues, Licensing & Seminars	$205.00		PD TRAINING REG.
E 640-48000-499	Miscellaneous	$177.44		BAR MISC
E 620-40000-404	Repairs/Maint - Machin/Equip	$7.51		DAVE VEHICLE MAINT
E 640-47000-404	Repairs/Maint - Machin/Equip	$32.06		STORE REG MAINT
E 640-48000-499	Miscellaneous	$1,956.69		JJ HILL DAY EVENT SECURITY - BAR
E 235-40000-433	Dues, Licensing & Seminars	$100.00		COMM.SEMINAR
'otal	**ANCHOR BANK-CARDMEMBER SERV.**	$3,477.07		
Paid Chk# 103943	10/27/2016 **BANK OF AMERICA**			
E 101-42200-240	Small Tools and Minor Equip	$128.11		FD TOOLS
	Total BANK OF AMERICA	$128.11		
Paid Chk# 103944	10/27/2016 **BEST & FLANAGAN**			
G 802-20342	326 & 332 BROADWAY PLACE	$862.50	460620	BROADWAY PLACE ESCROW PROJECT
E 101-41500-304	Legal Fees	$1,425.00	460621	COUNCIL WORKSHOPS
E 101-41500-304	Legal Fees	$1,612.50	460622	PLANNING COMM. MTGS
E 101-41500-304	Legal Fees	$1,950.00	460623	COUNCIL MTGS
E 401-40000-304	Legal Fees	$3,300.00	460624	MILL STREET CONTRACT REVIEW
E 101-41500-304	Legal Fees	$412.50	460625	ORDINANCES
E 101-41500-304	Legal Fees	$225.00	460626	ORES.HOMES
E 407-40000-304	Legal Fees	$3,225.00	460627	CELL TOWER
E 401-40000-304	Legal Fees	$3,562.50	460628	DOWNTOWN PARKING
E 101-41500-304	Legal Fees	$187.50	460629	MISC CONTRACT REVIEWS
E 101-41500-304	Legal Fees	$2,175.00	460630	BRAD HOYT TAX APPEAL
G 802-20313	UUCM	$187.50	460632	UUCM ESCROW PROJECT
E 101-41500-304	Legal Fees	$1,001.00	460633	GENERAL LEGAL
E 101-41500-304	Legal Fees	$375.00	460634	DATA PRACTICES
E 407-40000-304	Legal Fees	$555.00	460635	SCHOOL DISTRICT CELL TOWER LEASE
G 802-20337	529 INDIAN MOUND	$600.00	460636	BEACON HILL ESCROW PROJECT
G 802-20321	250 BUSHAWAY	$637.50	460637	250 BUSHAWAY ESCROW PROJECT
E 101-41500-304	Legal Fees	$600.00	460638	TITLE REVIEW
E 101-41500-304	Legal Fees	$787.50	460639	MOBILITIE ROW
G 802-20343	630 Bushaway Rd	$525.00	460640	630 BUSHAWAY ESCROW PROJECT
G 802-20344	ENCLAVE AT CROSSDALE	$262.50	460641	ENCLAVE AT CROSSDALE ESCROW
E 101-41500-304	Legal Fees	$1,125.00	460642	HRA
	Total BEST & FLANAGAN	$25,593.50		
Paid Chk# 103945	10/27/2016 **BIFFS, INC.**			
E 101-45200-415	Other Equipment Rentals	$62.50	W615612	SERVICE
E 101-45200-415	Other Equipment Rentals	$6.70	W615613	SERVICE
	Total BIFFS, INC.	$69.20		
Paid Chk# 103946	10/27/2016 **BLUE CROSS AND BLUE SHIELD**			
G 101-21706	Health Insurance	$49,413.00		HEALTH INS
	Total BLUE CROSS AND BLUE SHIELD	$49,413.00		
Paid Chk# 103947	10/27/2016 **BROOKDALE CHRYSLER, JEEP,DODGE**			
E 101-42100-404	Repairs/Maint - Machin/Equip	$86.27	290140	PARTS
tal	**BROOKDALE CHRYSLER, JEEP,DODGE**	$86.27		
Paid Chk# 103948	10/27/2016 **CASH - ANCHOR BANK**			
E 236-40000-499	Miscellaneous	$240.00		PD BUY MONEY
	Total CASH - ANCHOR BANK	$240.00		

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Paid Chk# 103949	10/27/2016 **CEMSTONE PRODUCTS CO.**			
E 101-43100-210	Operating Supplies (GENERAL)	$59.00	299161	SUPPLIES
E 233-40000-309	Contractual Services	$408.75	C1695347	WAYFINDING
Total	**CEMSTONE PRODUCTS CO.**	$467.75		
Paid Chk# 103950	10/27/2016 **CITY VIEW PLUMBING & HEATING**			
E 233-40000-499	Miscellaneous	$185.74	45212	DOGGIE DRINKING FOUNTAIN REPAIRS
Total	**CITY VIEW PLUMBING & HEATING**	$185.74		
Paid Chk# 103951	10/27/2016 **CLASSIC CLEANING COMPANY**			
E 101-41940-409	Maint services & Improv	$1,585.00	24276	MONTHLY CLEANING
E 101-41940-409	Maint services & Improv	$360.00	24277	MONTHLY CLEANING
Total	**CLASSIC CLEANING COMPANY**	$1,945.00		
Paid Chk# 103952	10/27/2016 **CROSSDALE DEVELOPMENT LLC**			
R 610-00000-37110	W/S/Storm Sales	($30.90)	REFUND	WATER USAGE PERMIT
G 101-20300	Deposits Payable	$300.00	REFUND	WATER USAGE PERMIT
Total	**CROSSDALE DEVELOPMENT LLC**	$269.10		
Paid Chk# 103953	10/27/2016 **CULLIGAN-BOTTLED WATER**			
E 101-41940-210	Operating Supplies (GENERAL)	$63.52	2034920	SERVICE
Total	**CULLIGAN-BOTTLED WATER**	$63.52		
Paid Chk# 103954	10/27/2016 **CUMMINS NORTH CENTRAL, INC.**			
E 101-41940-404	Repairs/Maint - Machin/Equip	$626.46	100-10045	GENERATOR REPAIR
Total	**CUMMINS NORTH CENTRAL, INC.**	$626.46		
Paid Chk# 103955	10/27/2016 **CUSTOM HOME BUILDERS**			
R 610-00000-37110	W/S/Storm Sales	$754.84	REFUND	OVERPAYMENT ON FINAL UTILITY BILL
Total	**CUSTOM HOME BUILDERS**	$754.84		
Paid Chk# 103956	10/27/2016 **DELTA DENTAL OF MINNESOTA**			
G 101-21717	Dental Insurance	$1,677.50	6672803	DENTAL INS
Total	**DELTA DENTAL OF MINNESOTA**	$1,677.50		
Paid Chk# 103957	10/27/2016 **DIVERSIFIED ELECTRIC INC.**			
E 408-40000-520	Buildings and Structures	$10,000.00	1389	TRANSFER SWITCH - ALL BLDGS
Total	**DIVERSIFIED ELECTRIC INC.**	$10,000.00		
Paid Chk# 103958	10/27/2016 **DORSEY & WHITNEY LLP**			
E 401-40000-304	Legal Fees	$1,200.15	3307420	DOWNTOWN PARKING
Total	**DORSEY & WHITNEY LLP**	$1,200.15		
Paid Chk# 103959	10/27/2016 **EARL F. ANDERSEN, INC.**			
E 101-43100-226	Sign Repair Materials	$97.65	0112522	STREET NAME PLATES
Total	**EARL F. ANDERSEN, INC.**	$97.65		
Paid Chk# 103960	10/27/2016 **ECM PUBLISHERS, INC.**			
E 101-41500-350	Printing & Publishing	$115.00	414730	DOWNTOWN PARKING
E 101-41500-350	Printing & Publishing	$63.25	421605	LEGAL NOTICES
E 101-41500-350	Printing & Publishing	$57.50	421606	LEGAL NOTICES
Total	**ECM PUBLISHERS, INC.**	$235.75		
Paid Chk# 103961	10/27/2016 **EHLERS**			
E 316-40000-301	Auditing and Acct g Services	$2,037.50	71705	ANNUAL DICLOSURE
E 314-40000-301	Auditing and Acct g Services	$2,037.50	71705	ANNUAL DICLOSURE
E 316-40000-304	Legal Fees	$575.00	71846	DOWNTOWN PARKING
Total	**EHLERS**	$4,650.00		

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Paid Chk# 103962	10/27/2016	**EMERYS TREE SERVICE, INC.**			
E 404-40000-309	Contractual Services		$1,035.00	20989	TREE REMOVAL
	Total	**EMERYS TREE SERVICE, INC.**	$1,035.00		
Paid Chk# 103963	10/27/2016	**EXCEL DOCUMENT MGMT.**			
E 101-42400-200	Office Supplies (GENERAL)		$90.00	42914	BUS.CARDS
E 101-41500-200	Office Supplies (GENERAL)		$43.04	42914	BUS.CARDS
	Total	**EXCEL DOCUMENT MGMT.**	$133.04		
Paid Chk# 103964	10/27/2016	**FERGUSON ENTERPRISES, INC.**			
E 610-40000-242	Well & F.P. Equipment		$45.52	4289318	PARTS
E 610-40000-242	Well & F.P. Equipment		$11.04	4325574	PARTS
	Total	**FERGUSON ENTERPRISES, INC.**	$56.56		
Paid Chk# 103965	10/27/2016	**FINANCE AND COMMERCE**			
E 401-40000-499	Miscellaneous		$172.13	742970705	PARKING RAMP BID
	Total	**FINANCE AND COMMERCE**	$172.13		
Paid Chk# 103966	10/27/2016	**GERTENS**			
E 101-45200-227	Plantings		$88.00	406971/1	PLANTS
	Total	**GERTENS**	$88.00		
Paid Chk# 103967	10/27/2016	**GRAINGER, INC.**			
E 101-43100-240	Small Tools and Minor Equip		$34.95	9256840266	TOOLS
	Total	**GRAINGER, INC.**	$34.95		
Paid Chk# 103968	10/27/2016	**HEITZ, CHRISTOPHER**			
E 101-43100-331	Mileage & Expense Account		$158.76	MILEAGE	MILEAGE
	Total	**HEITZ, CHRISTOPHER**	$158.76		
Paid Chk# 103969	10/27/2016	**HENN.CNTY.INFO.TECH.DEPT.**			
E 101-45200-323	Radio Units		$238.82	1000082087	RADIO CONNECTION
E 101-43100-323	Radio Units		$300.00	1000082087	RADIO CONNECTION
E 101-42200-323	Radio Units		$1,040.01	1000082138	RADIO CONNECTION
E 101-42100-323	Radio Units		$900.97	1000082139	RADIO CONNECTION
	Total	**HENN.CNTY.INFO.TECH.DEPT.**	$2,479.80		
Paid Chk# 103970	10/27/2016	**HENNEPIN COUNTY PUBLIC RECORDS**			
G 802-20313	UUCM		$48.00	ACCT.562	UUCM ESCROW PROJECT
E 101-41500-304	Legal Fees		$125.70	ACCT.562	PROPERTY RECORDINGS
	tal	**HENNEPIN COUNTY PUBLIC RECORDS**	$173.70		
Paid Chk# 103971	10/27/2016	**HGA**			
E 401-40000-309	Contractual Services		$165,723.23	172978	PARKING RAMP
E 401-40000-309	Contractual Services		$11,800.00	172979	PARKING RAMP
	Total	**HGA**	$177,523.23		
Paid Chk# 103972	10/27/2016	**JENKINS, TARA**			
E 401-40000-499	Miscellaneous		$189.34	10/21/16	DOWNYOWN PARKING MAP
	Total	**JENKINS, TARA**	$189.34		
Paid Chk# 103973	10/27/2016	**KD & COMPANY**			
E 101-43100-229	Dirt, Sand and gravel		$50.00	9610	CONCRETE DISPOSAL
	Total	**KD & COMPANY**	$50.00		
Paid Chk# 103974	10/27/2016	**KIRVIDA FIRE, INC.**			
E 101-42200-404	Repairs/Maint - Machin/Equip		$96.00	5802	FIRE TRUCK REPAIRS
E 101-42200-404	Repairs/Maint - Machin/Equip		$228.02	5803	FIRE TRUCK REPAIRS

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		Total KIRVIDA FIRE, INC.	$324.02		
Paid Chk# 103975	10/27/2016	**KLAPPRICH, KURT**			
E 101-45200-210	Operating Supplies (GENERAL)		$11.97	REIMB	SUPPLIES
E 101-45200-331	Mileage & Expense Account		$29.30	REIMB	CREW MTG
		Total KLAPPRICH, KURT	$41.27		
Paid Chk# 103976	10/27/2016	**KOTHRADE SEWER, WATER &**			
E 620-40000-405	Maint/Replac - System		$300.00	19312K	LIFT STATION PUMPING
		Total KOTHRADE SEWER, WATER &	$300.00		
Paid Chk# 103977	10/27/2016	**LAKE RESTORATION INC.**			
E 233-40000-309	Contractual Services		$673.00	153167	WEED CONTROL
E 233-40000-309	Contractual Services		$635.00	153168	WEED CONTROL
		Total LAKE RESTORATION INC.	$1,308.00		
Paid Chk# 103978	10/27/2016	**LAMBERT, JEFFREY W.**			
E 101-42120-304	Legal Fees		$3,641.25	OCT.2016	LEGAL SERVICES
		Total LAMBERT, JEFFREY W.	$3,641.25		
Paid Chk# 103979	10/27/2016	**LANO EQUIPMENT, INC.**			
E 101-43100-415	Other Equipment Rentals		$125.00	03-395774	TOOL RENTAL
		Total LANO EQUIPMENT, INC.	$125.00		
Paid Chk# 103980	10/27/2016	**LAW ENFORCEMENT LABOR SERVICES**			
G 101-21707	Police union dues		$490.00	OCT.2016	PD DUES OCT.2016
		al LAW ENFORCEMENT LABOR SERVICES	$490.00		
Paid Chk# 103981	10/27/2016	**LMCD**			
E 233-40000-437	Payments to Organizations		$8,988.50	4thqtr2016	4TH QTR.2016 LEVY
		Total LMCD	$8,988.50		
Paid Chk# 103982	10/27/2016	**LOFFLER COMPANIES, INC.**			
E 409-40000-540	Equipment		$2,667.00	2343366	MAIL SERVER SECURITY
E 409-40000-540	Equipment		$89.00	2349488	WIRELESS RECEIVER
		Total LOFFLER COMPANIES, INC.	$2,756.00		
Paid Chk# 103983	10/27/2016	**MAGNEY CONSTRUCTION**			
E 610-49100-309	Contractual Services		$4,212.05	6	WTP#2
		Total MAGNEY CONSTRUCTION	$4,212.05		
Paid Chk# 103984	10/27/2016	**MANSFIELD OIL COMPANY**			
E 101-49200-212	Motor Fuels		$919.05	816966	FUEL
E 101-49200-212	Motor Fuels		$1,341.14	816971	FUEL
		Total MANSFIELD OIL COMPANY	$2,260.19		
Paid Chk# 103985	10/27/2016	**MARINE DOCK & LIFT**			
E 233-40000-309	Contractual Services		$3,800.00	FALL2016	DOCK REMOVAL
		Total MARINE DOCK & LIFT	$3,800.00		
Paid Chk# 103986	10/27/2016	**MED COMPASS**			
E 101-42200-241	Safety equip/testings		$1,640.00	30141	FD EXAMS
		Total MED COMPASS	$1,640.00		
Paid Chk# 103987	10/27/2016	**MEDIACOM**			
E 101-41940-321	Telephone		$309.95		SERVICE
		Total MEDIACOM	$309.95		
Paid Chk# 103988	10/27/2016	**MENARD S**			

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E 404-40000-309	Contractual Services	$85.35		SUPPLIES
	Total MENARD S	$85.35		
Paid Chk# 103989	10/27/2016 **MICRO CENTER**			
E 409-40000-540	Equipment	$912.43	6309712	CONFERENCE ROOM EQUIP.
E 409-40000-540	Equipment	$299.99	6311284	CONFERENCE ROOM EQUIP.
E 409-40000-540	Equipment	$349.98	6312184	CONFERENCE ROOM EQUIP.
E 409-40000-540	Equipment	$54.98	6321845	CONFERENCE ROOM EQUIP.
	Total MICRO CENTER	$1,617.38		
Paid Chk# 103990	10/27/2016 **MINNESOTA EQUIPMENT**			
E 101-45200-221	Equipment Parts	$21.10	P50428	PARTS
E 101-45200-221	Equipment Parts	$43.03	P50429	PARTS
E 101-45200-222	Repair & Maint - Equip	$171.38	P50509	PARTS
	Total MINNESOTA EQUIPMENT	$235.51		
Paid Chk# 103991	10/27/2016 **MN BUREAU OF CRIMINAL APPREHEN**			
E 101-42100-434	Training and schools	$375.00	35727	ANDREW SHARRATT TRAINING REGISTRATION
	otal MN BUREAU OF CRIMINAL APPREHEN	$375.00		
Paid Chk# 103992	10/27/2016 **MN BUREAU OF CRIMINAL APPREHEN**			
E 101-42100-434	Training and schools	$65.00	9757	PD TRAINGING - D.LEE
	otal MN BUREAU OF CRIMINAL APPREHEN	$65.00		
Paid Chk# 103993	10/27/2016 **MN CHIEFS OF POLICE ASSOC.**			
E 101-42100-434	Training and schools	$750.00	4895	PD TRAINING
	Total MN CHIEFS OF POLICE ASSOC.	$750.00		
Paid Chk# 103994	10/27/2016 **MN CHILD SUPPORT PAYMENT CENTE**			
G 101-21710	County WH	$235.00	0015104841	WITHHOLDING ORDER
	otal MN CHILD SUPPORT PAYMENT CENTE	$235.00		
Paid Chk# 103995	10/27/2016 **MN NCPERS LIFE INSURANCE**			
G 101-21715	PERA Term Life	$48.00	11/2016	LIFE INS
	Total MN NCPERS LIFE INSURANCE	$48.00		
Paid Chk# 103996	10/27/2016 **MOSS & BARNETT**			
E 101-41500-304	Legal Fees	$16.50	655344	MEDIACOM LETTER
	Total MOSS & BARNETT	$16.50		
Paid Chk# 103997	10/27/2016 **NEWMAN TRAFFIC SIGNS**			
E 101-43100-226	Sign Repair Materials	$330.91	0302793	STREET SIGNS
E 101-43100-226	Sign Repair Materials	$111.45	0303141	STREET SIGNS
E 101-43100-226	Sign Repair Materials	$101.38	0303211	STREET SIGNS
E 101-43100-226	Sign Repair Materials	$1,126.87	0303313	STREET SIGNS
	Total NEWMAN TRAFFIC SIGNS	$1,670.61		
Paid Chk# 103998	10/27/2016 **NORDQUIST SIGN COMPANY, INC.**			
E 233-40000-309	Contractual Services	$3,050.00	187706	WAYFINDING
	Total NORDQUIST SIGN COMPANY, INC.	$3,050.00		
Paid Chk# 103999	10/27/2016 **NORTHERN TOOL & EQUIPMENT**			
E 101-45200-240	Small Tools and Minor Equip	$69.99	4062013624	TOOLS
E 101-45200-210	Operating Supplies (GENERAL)	$26.98	4062013624	SUPPLIES
	Total NORTHERN TOOL & EQUIPMENT	$96.97		
Paid Chk# 104000	10/27/2016 **OFFICE DEPOT**			
E 101-41500-200	Office Supplies (GENERAL)	$24.89	866770127004	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)	$75.17	868256450001	SUPPLIES

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E 101-41500-200	Office Supplies (GENERAL)	$24.83	868256450002	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)	$203.49	870035301001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)	$202.04	870037623001	SUPPLIES
	Total OFFICE DEPOT	$530.42		
Paid Chk# 104001	10/27/2016 **PAKOR INC.**			
E 630-40000-210	Operating Supplies (GENERAL)	$218.21	8020380	MV SUPPLIES
	Total PAKOR INC.	$218.21		
Paid Chk# 104002	10/27/2016 **POPP TELECOM**			
E 640-47000-321	Telephone	$100.00		SERVICE
E 640-48000-321	Telephone	$100.00		SERVICE
E 610-40000-323	Radio Units	$90.10		SERVICE
E 101-41940-321	Telephone	$308.82		SERVICE
E 620-40000-323	Radio Units	$32.88		SERVICE
	Total POPP TELECOM	$631.80		
Paid Chk# 104003	10/27/2016 **POVOLNY SPECIALTIES**			
E 101-45203-220	Repair/Maint Supply (GENERAL)	$750.00	40370	IRRIGATION PARTS
	Total POVOLNY SPECIALTIES	$750.00		
Paid Chk# 104004	10/27/2016 **RANDY S SANITATION**			
E 650-47500-386	Other Utilities	$4,095.85		DISPOSAL
E 101-41940-386	Other Utilities	$66.96		CH & PW SERVICE
E 650-47500-384	Refuse/Garbage Disposal	$1,004.71		DRIVEUP
E 640-47000-384	Refuse/Garbage Disposal	$150.00		STORE
E 650-47800-386	Other Utilities	$39.75		ORGANICS DISPOSAL
E 650-47500-384	Refuse/Garbage Disposal	$166.40		STICKERS
E 650-47600-309	Contractual Services	$3,938.22		RECYCLING
E 650-47500-384	Refuse/Garbage Disposal	$8,864.52		LABOR
E 650-47800-384	Refuse/Garbage Disposal	$6,479.48		ORGANICS
E 650-47500-384	Refuse/Garbage Disposal	$1,417.91		KARTS
E 640-48000-384	Refuse/Garbage Disposal	$440.18		BAR
	Total RANDY S SANITATION	$26,663.98		
Paid Chk# 104005	10/27/2016 **RDO EQUIPMENT CO.**			
E 101-43100-220	Repair/Maint Supply (GENERAL)	$410.76	P16249	PARTS
	Total RDO EQUIPMENT CO.	$410.76		
Paid Chk# 104006	10/27/2016 **RISVOLD, MICHAEL**			
E 101-42100-433	Dues, Licensing & Seminars	$1,654.92	REIMB.	CONF.EXP.
E 101-42100-217	Uniforms	$90.00	REIMB.	BOOTS
	Total RISVOLD, MICHAEL	$1,744.92		
Paid Chk# 104007	10/27/2016 **RUDY LUTHER**			
G 630-20300	Deposits Payable	$1,805.58	CVR REFUND	CVR REFUND
	Total RUDY LUTHER	$1,805.58		
Paid Chk# 104008	10/27/2016 **SAM S CLUB**			
E 101-42200-210	Operating Supplies (GENERAL)	$74.13		FD SUPPLIES
	Total SAM S CLUB	$74.13		
Paid Chk# 104009	10/27/2016 **SCHANKE, SUZIE**			
E 101-42200-409	Maint services & Improv	$145.00	OCT.2016	FD MONTHLY CLEANING
	Total SCHANKE, SUZIE	$145.00		
Paid Chk# 104010	10/27/2016 **SCHWAAB, INC.**			
E 101-41500-200	Office Supplies (GENERAL)	$28.21	1647000	NOTARY STAMP

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October 2016

			Check Amt	Invoice	Comment
		Total SCHWAAB, INC.	$28.21		
Paid Chk# 104011	10/27/2016	**SHERWIN-WILLIAMS CO.**			
E 101-43100-210	Operating Supplies (GENERAL)		$51.72	9558-9	SUPPLIES
		Total SHERWIN-WILLIAMS CO.	$51.72		
Paid Chk# 104012	10/27/2016	**SHORT ELLIOTT HENDRICKSON INC.**			
G 802-20330	VERIZON UPGRADE		$1,362.12	322983	VERIZON ESCROW PROJECT
G 802-20331	AT&T UPGRAD		$4,184.58	322983	AT&T ESCROW PROJECT
		Total SHORT ELLIOTT HENDRICKSON INC.	$5,546.70		
Paid Chk# 104013	10/27/2016	**SIGNS NOW**			
E 101-41500-200	Office Supplies (GENERAL)		$82.00	29644	NAMEPLATES
		Total SIGNS NOW	$82.00		
Paid Chk# 104014	10/27/2016	**SOUTHWEST ASSESSING**			
E 101-41550-210	Operating Supplies (GENERAL)		$19.05	NOV.2016	SUPPLIES
E 101-41550-302	Consultants		$4,033.33	NOV.2016	MONTHLY ASSESSING
		Total SOUTHWEST ASSESSING	$4,052.38		
Paid Chk# 104015	10/27/2016	**SPRINT**			
E 101-42100-323	Radio Units		$767.89	134573312-17	PD SERVICE
		Total SPRINT	$767.89		
Paid Chk# 104016	10/27/2016	**SRF CONSULTING GROUP, INC.**			
E 408-40000-302	Consultants		$3,507.99	08758.00-16	PEAVEY BRIDGE
E 430-40000-302	Consultants		$53.64	09105.00-4	WAYZ.BLVD/SUPERIOR
E 430-40000-302	Consultants		$1,464.12	09311.00-2	2016 STREETS
E 430-40000-302	Consultants		$1,452.23	09331.00-2	SPEED HUMP STUDY
E 408-40000-302	Consultants		$24,718.22	09397.00-1	BUSHAWAY LANDSCAPING
		Total SRF CONSULTING GROUP, INC.	$31,196.20		
Paid Chk# 104017	10/27/2016	**STANTEC CONSULTING SERVICES**			
E 610-49100-302	Consultants		$3,787.25	1111793	WTP#2
E 610-49100-302	Consultants		$1,352.50	1111794	WTP#2
		Total STANTEC CONSULTING SERVICES	$5,139.75		
Paid Chk# 104018	10/27/2016	**STREICHER S**			
E 101-42100-217	Uniforms		$57.98	I1231092	PD UNIFORMS
		Total STREICHER S	$57.98		
Paid Chk# 104019	10/27/2016	**TIME SAVER**			
E 101-41100-302	Consultants		$745.00	M22452	MTG.MINUTES
		Total TIME SAVER	$745.00		
Paid Chk# 104020	10/27/2016	**TRAFFIC CONTROL CORPORATION**			
E 101-45203-406	Street lights and Signal Maint		$400.00	90931	BLVD LIGHTING
		Total TRAFFIC CONTROL CORPORATION	$400.00		
Paid Chk# 104021	10/27/2016	**TRI-CITY**			
E 610-40000-309	Contractual Services		$52.50	9/1-9/30/16	WATER ANALYSIS
		Total TRI-CITY	$52.50		
Paid Chk# 104022	10/27/2016	**TRI-K SERVICES**			
E 101-43100-226	Sign Repair Materials		$20.00	10/19/16	GRAVEL
E 101-45200-229	Dirt, Sand and gravel		$122.00	7080	DIRT
		Total TRI-K SERVICES	$142.00		
Paid Chk# 104023	10/27/2016	**TRUCK UTILITIES MFG.CO.**			

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			Check Amt	Invoice	Comment
E 101-45200-222	Repair & Maint - Equip		$73.56	0303304	PARTS
	Total	**TRUCK UTILITIES MFG.CO.**	$73.56		
Paid Chk# 104024	10/27/2016	**UPS STORE**			
E 101-41500-200	Office Supplies (GENERAL)		$80.00	1014	STAMP
E 101-41500-200	Office Supplies (GENERAL)		$74.80	1431	THANK YOU CARDS
E 101-41500-200	Office Supplies (GENERAL)		$72.00	1501	ENVELOPES
	Total	**UPS STORE**	$226.80		
Paid Chk# 104025	10/27/2016	**USA BLUE BOOK**			
E 101-42400-499	Miscellaneous		$178.65	083889	SAFETY SUPPLIES
	Total	**USA BLUE BOOK**	$178.65		
Paid Chk# 104026	10/27/2016	**VERIZON WIRELESS**			
E 101-42100-323	Radio Units		$200.09	9773549936	PD SERVICE
	Total	**VERIZON WIRELESS**	$200.09		
Paid Chk# 104027	10/27/2016	**WAYZATA ROTARY CLUB**			
E 101-41500-433	Dues, Licensing & Seminars		$325.00	452	MTGS. & MEALS
	Total	**WAYZATA ROTARY CLUB**	$325.00		
Paid Chk# 104028	10/27/2016	**WESTSIDE WHOLESALE TIRE**			
E 101-43100-404	Repairs/Maint - Machin/Equip		$250.00	776823	TIRES
E 101-42100-404	Repairs/Maint - Machin/Equip		$556.00	777093	TIRES
E 101-42200-404	Repairs/Maint - Machin/Equip		$556.00	777378	TIRES
	Total	**WESTSIDE WHOLESALE TIRE**	$1,362.00		
Paid Chk# 104029	10/27/2016	**WSB & ASSOCIATES**			
E 430-40000-302	Consultants		$137.00	01204-470-8	2016 STREETS
E 101-41910-302	Consultants		$3,346.00	01204-490-1	PLANNING CONSULTANTS
E 101-41910-302	Consultants		$59.00	01204-510-1	CROSSDALE PUD
E 101-41910-302	Consultants		$88.50	01204-520-1	630 BUSHAWAY
	Total	**WSB & ASSOCIATES**	$3,630.50		
Paid Chk# 104030	10/27/2016	**XCEL ENERGY**			
E 101-45203-381	Electric Utilities		$4,330.28		SERVICE
	Total	**XCEL ENERGY**	$4,330.28		
Paid Chk# 104031	10/27/2016	**ZONE 4 FARM**			
E 430-40000-309	Contractual Services		$6,407.50	8/2/16	LANDSCAPING REPAIRS
	Total	**ZONE 4 FARM**	$6,407.50		
	10100	**Anchor Bank**	$583,324.17		

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October 2016

	Check Amt	Invoice	Comment

Fund Summary

10100 Anchor Bank	
101 GENERAL FUND	$103,693.47
233 LAKFRONT IMPROVE	$17,740.99
235 CABLE TV	$100.00
236 DRUG FORFEITURE	$240.00
314 WIDSTEN	$2,037.50
316 BAY CENTER	$2,612.50
401 PERM IMPROVEMENT	$185,947.35
404 PARK AND TRAIL CIP	$1,120.35
407 CELL TOWER	$3,780.00
408 GENERAL CIP	$38,226.21
409 EQUIP REVOLVING	$4,373.38
430 STREET CIP	$9,514.49
610 WATER FUND	$10,274.90
620 SEWER FUND	$340.39
630 MOTOR VEHICLE	$2,053.74
640 LIQUOR	$166,592.36
650 SOLID WASTE	$26,006.84
802 ESCROW PROJECTS	$8,669.70
	$583,324.17

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

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

City Manager:
Jeffrey Dahl

DATE: **October 27, 2016**

TO: **The Honorable Mayor and Members of the City Council**

FROM: **Jeffrey Dahl, City Manager**

SUBJECT: **Consider Adoption of Resolution with the Hennepin County Housing and Redevelopment Authority (HCHRA) to Participate in "Open for Business" Program and Contract for Services between the City of Wayzata and the Metropolitan Consortium of Community Developers (MCCD) for the Open to Business Program**

Background

In 2013, the City reviewed the "Open for Business" program from MCCD however the contract was never approved. Since then, Hennepin County has agreed to offset a portion of the cost of participation by covering 50% of the annual administrative fee. Almost all neighboring communities of Wayzata have since joined.

Update

Staff is looking for additional resources for existing businesses and community members looking to start a business. MCCD, a non-profit organization, provides business assistance services for all kinds of small businesses in every stage of their business life. The main services they provide:

- Business planning assistance;
- Marketing assistance;
- Business crisis assistance;
- Gap-financing; and
- Linking to businesses with additional resources.

MCCD's information is attached. This service could be especially of use now given the negative impacts of the various on-going construction projects within and near the City.

Upon approval, the City will utilize its many communication methods to promote the service and linking to its website and its consultants. The Chamber plans on promoting this service as well.

Recommendation

The annual cost for this program, with Hennepin County's discount will be $2,500. Staff believes the cost is worth the services the organization could provide the community and therefore recommends approval of the attached resolution and contract. The amount would be paid out of any eligible TIF funds, or, as a last resort, Council

contingency.

City Council Action Requested
Motion to consider approval of Resolution No. 45-2016 and the Contract for Services between the City of Wayzata and the MCCD for the Open for Business Program.

MCCD is OPEN TO BUSINESS in your community

Promoting entrepreneurism. Entrepreneurs are starting and growing small businesses in your community. By helping them gain access to financing and other business assistance, you can encourage small business development that grows your tax base, creates local jobs and increases community vitality.

How we can help. MCCD's Open to Business program brings on-site business services specialists to your city that can expand your community development staff's expertise in such areas as start-up financing and business plan development. We can respond to requests for business assistance when those requests are beyond the range of the services normally provided by your municipal agencies.

How we work. Our staff can provide one-on-one assistance customized to meet the needs of your small business owners and operators. Many of our clients receive help in planning and organizing their business ventures. We can also assist with financial management, marketing and regulatory compliance.

Accessing capital for your businesses. MCCD operates a small business loan fund that can help your entrepreneurs access the capital they need to grow their businesses. We can also draw on our long-standing partnerships with area banks to help your businesses obtain bank loans and revolving lines of credit. As a participant in MCCD's "Open to Business" program, your community development agency can help promote more effective access to capital for your local businesses.

How we partner with you. MCCD will work with city staff to develop materials that brand this as a program of your city and assist with outreach ideas to the business community. Or staff can meet clients at our office or their place of business. In addition, we can schedule on-site hours at your city hall or other public venue for walk-in consultations. This fee-for-service arrangement can provide you with a cost-effective alternative to an "in-house" business development program staffed and funded by your agency.

Who we are. The Metropolitan Consortium of Community Developers is an association of 48 non-profit community development agencies that work to improve housing and economic opportunity throughout the Twin Cities metropolitan area. During this past year, our team of business development specialists has provided access to more than $2 million in business capital for our clients and technical assistance services for more than 400 area businesses. You can find our Web site at www.opentobusinessmn.org.

For more information, contact:
Rob Smolund
Metropolitan Consortium of Community Developers
rsmolund@mccdmn.org
612-789-7337, ext 260

MCCD
Metropolitan Consortium of Community Developers

"Open to Business is such a relief to have and we honestly could not have gotten this far without all the help given to us."

Amanda Kist
Salon Halo Robbinsdale

"Thank you for so much for helping us get this loan from MCCD. We are grateful to you and your organizations' support in helping us grow our business and care for the elders in our community."

Bethany Buchanan
Grace Homes Inc.

MCCD
Metropolitan Consortium of Community Developers

Open to Business is a program of MCCD in partnership with:

Anoka County - 763-438-7315
Carver County - 612-789-7337
Dakota County - 952-484-3107
Hennepin County - 612-843-3260
Scott County - 612-843-3278
City of Minneapolis - 612-843-3272
Other Areas - 612-789-7337

For more information or to get started go to:
OpenToBusinessMN.org

OPEN
TO BUSINESS

3137 Chicago Avenue South
Minneapolis, MN 55407

OPEN
TO BUSINESS

Need a Trusted Advisor?

A Free Business Consultant?

Need Money to Start or Expand Your Business?

For more information or to get started go to:
OpenToBusinessMN.org

Open to Business Loan Program

Direct loans range up to $25,000 for startups, larger loans/packages are available for established businesses.

Loan repayment terms on direct loans of up to $25,000 generally range from three to five years.

"The ideas and information you shared were extremely helpful, & your enthusiasm is inspiring & motivating. You've made this process much less intimidating. Thanks!"

Christine Maurer
Silvershine Design

"Open to Business taught me how to organize, prioritize, budget, focus and most of all be creative while establishing a successful business that will survive and thrive."

Susie Overbye
Pure + Good

11-01-2016 CC PACKET
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We Provide Assistance in the Following Areas:

Financial management
What are cashflow projections and why are they important?

Bookkeeping set-up and training
How do I keep track of sales and expenses?

Loan packaging
For any size loan, start up or expansion projects.
What are the document requirements I need to get a loan?

Business plan assistance
Do I need a business plan? If so, what do I include in it?

Real estate analysis
Should I rent or own my business space?

Marketing assistance
Who are my customers and how do I reach them?

Strategic planning
How do I evaluate and manage growth?

Business regulations
What licenses or permits do I need?
How do I get them?

Professional referrals
Where do I find an accountant? Attorney?

We Help You Answer the Following Questions:

How much do I need to borrow?

Would a term loan or a line of credit work best for me?

How can I finance this business with very little equity and poor credit?

Why does keeping good financial records help ensure my success?

What other funding sources are available to me?

What if my start up expenses are more than I projected?

Open to Business provides one on one business counseling to current and prospective entrepreneurs. Our consultants work with you to develop a strong business plan, identify challenges and opportunities, and to tailor solutions. In addition to direct consulting, Open to Business program staff can link entrepreneurs with additional resources to help them succeed, including training programs, community or governmental services, and industry and business professionals.

We'll work with you to determine all of your capital needs, and we can help you identify and apply for financing that meets those needs.

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA

RESOLUTION NO. 45-2016

RESOLUTION APPROVING PARTICIPATION IN "OPEN FOR BUSINESS" A SMALL BUSINESS TECHNICAL ASSISTANCE PROGRAM OFFERED THROUGH THE HENNEPIN COUNTY HOUSING & REDEVELOPMENT AUTHORITY (HCHRA).

WHEREAS, the Open to Business is a small business and entrepreneur technical assistance program provided by the Metropolitan Consortium of Community Developers (MCCD) through a partnership with the Hennepin County Housing and Redevelopment Authority (HCHRA); and

WHEREAS, The Open to Business program will provide a range of services to participating Wayzata businesses including: business plan development, Feasibility studies, cash flow and financing projections, marketing, loan request preparation, advocacy with lending institutions; and

WHEREAS, the City of Wayzata intends to submit an application for participation in the Open to Business program.

NOW, THEREFORE, BE IT RESOLVED by the Wayzata City Council:

The City of Wayzata approves submitting an application for participation in the Open for Business small business and entrepreneur technical assistance program through Hennepin County HRA. If the application is approved and a grant of $2,500 is provided by HCHRA the City agrees to provide one half of the total cost for the program or $2,500.

ADOPTED by the Wayzata City Council on the 1st day of November, 2016.

_____
Mayor Ken Willcox

ATTEST:

_____
City Manager Jeff Dahl

ACTION ON THIS RESOLUTION:
Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 45-2016 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on November 1, 2016.

_____
Deputy City Clerk Becky Malone

SEAL

Contract for Services
Between the City of Wayzata
&
Metropolitan Consortium of Community Developers
for the
Open to Business Program

THIS AGREEMENT, is made and entered into as of the 1st day of January 1, 2017 (the "Effective Date"), between the City of Wayzata and **Metropolitan Consortium of Community Developers**, (herein called "MCCD").

WHEREAS, the City of Wayzata wishes ~~to retain an entity with the capacity~~ to provide small business technical assistance to existing businesses and those parties interested in opening a business in Wayzata (the "Initiative" or the "Wayzata Open to Business" program) and

WHEREAS, MCCD has provided such services throughout the metro area on behalf of cities such as Eden Prairie, Bloomington, Richfield and Minneapolis, and has represented itself as competent to provide the services required to administer and carry out the Initiative in Wayzata; and

WHEREAS, the City of Wayzata wishes to engage MCCD to provide said services necessary to carry out the Initiative in Wayzata;

NOW THEREFORE, it is agreed between the parties hereto that;

1. TIME AND STANDARDS OF PERFORMANCE

The ~~s~~Services to be provided by MCCD (as defined below) shall commence on January 1, ~~2016~~ 2017 and unless canceled by either party, automatically renew January 1, ~~2017~~ 2018 and January 1, ~~2018~~2019. Either party may, at their sole discretion and without cause, cancel any remaining years covered under this agreement by providing written notice to the other party at least 30 days prior to any January 1 renewal date. Either party may, with cause or for breach of this agreement by the other party that has not been fully cured within 60 days of notice of such by a party, cancel the Initiative. Each Party agrees that a Party that opts out of the contract under these terms (and HCHRA) shall be subject to no penalty, and held harmless for future liability or obligation related to the terms of this agreement. All of the S~~s~~ervices and related~~,~~ documents~~,~~ and information ~~to be~~ furnished or performed by MCCD ~~in order~~ to carry out the Initiative shall be furnished or performed in accordance all regulatory and legal standards, with the highest ethical and industry standards, as promptly as possible, and with the fullest due diligence.

2. COMPENSATION

Total compensation to MCCD shall be $5,000 for a one year period (the "Contract Amount") to provide all of the Services, cover all costs, and manage the Wayzata Open

to Business program. The Contract Amount will be paid in two equal installments: $2,500~~0~~ due and payable by the City of Wayzata upon execution of this Agreement, and $2,500 invoiced and dated on or about 6 months from the ~~agreement~~ Effective D~~d~~ate, payable by Hennepin County Housing Redevelopment Authority ("HCHRA") and not the City of Wayzata.

3. SCOPE OF SERVICES

MCCD will use all of the Contract Amount to provide the services and technical assistance to existing Wayzata businesses, residents and parties interested in starting a business in Wayzata ~~; (See~~that are detailed on the attached **Exhibit A** "Scope of Services-Wayzata Open to Business Program" (the "Services").

4. REPORTING

MCCD agrees to submit reports related to ~~its operation of~~ the Wayzata Open to Business program. Items to be reported on include, but are not limited to, the following:

- Number of inquiries
- Hours of technical assistance provided
- Type of assistance provided
- Type of business
- Number of businesses opened
- Number of business expanded/stabilized
- Number and amounts of financing packages
- Demographic information on entrepreneurs

The required reporting schedule is as follows:

January – June activity, report due July 31st

January – December activity, report due January 31st

MCCD will provide additional reports as requested by the City of Wayzata.

5. PERSONNEL

MCCD represents that it has, or will secure, at its own expense, all personnel required in performing the services to carry out the Initiative. Such personnel shall not be employees

of or have any contractual relationship with the City of Wayzata. No tenure or any other rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation pay, severance pay, or any other benefits available to City of Wayzata employees shall accrue to MCCD or employees of MCCD performing services under this agreement. The MCCD is an independent contractor.

All of the services required to carry out the Initiative will be performed by MCCD, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work.

6. INTEREST OF MEMBERS OF THE CITY, EDA AND OTHERS

No officer, member, or employee of the City of Wayzata, and no member of its governing body, and no other public official or governing body of the locality in which the Initiative is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Initiative, shall participate in the decision relating to the Services provided by MCCD under this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or proceeds thereof.

7. ASSIGNABILTY

MCCD shall not assign any interest or obligations in this Agreement, and shall not transfer any interest or obligations in the same without the prior written approval of the City of Wayzata thereto.

8. COMPLIANCE WITH LOCAL LAWS

MCCD agrees to comply with all federal and state laws, statutes and applicable regulations and the ordinances of the City of Wayzata.

9. INSURANCE

MCCD agrees to provide proof of workers' compensation and comprehensive general liability insurance in sufficient types and amounts to cover its obligations hereunder. Comprehensive general liability insurance shall be in the minimum amount of $1,500,000 and shall name the City of Wayzata as an additional insured.

10. HOLD HARMLESS

MCCD agrees to defend, protect, indemnify and hold harmless the City of Wayzata, their agents, officers and employees harmless from and against all liabilities, losses, damages, costs, and expenses, whether personal, property, or contractual, including reasonable attorney's fees, arising out of, or related to the administration and operation of the Initiative, and from any act of negligence of MCCD, its officers, employees, servants, agents, or contractors.

The City of Wayzata agree to defend, protect, indemnify and hold harmless the MCCD, its agents, officers and employees harmless from and against all liabilities, losses, damages, costs, and expenses, whether personal, property, or contractual, including reasonable attorney's fees, arising out of, or related to the City's actions in the administration and operation of the Initiative, and from any act of negligence of the City of Wayzata, their officers, employees, servants, agents, or contractors.

11. NOTICES

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by mail, postage prepaid, return receipt requested, or delivered personally; and

(a) In the case of MCCD, is addressed or delivered personally to:

David Chapman, Director of Lending and Operations
Metropolitan Consortium of Community Developers
3137 Chicago Avenue South
Minneapolis, MN 55407

(b) In the case of the City of Wayzata:

Jeffrey Dahl
City Manager
City of Wayzata
600 Rice Street East
Wayzata, MN 55391

or at such other address with respect to any party as that party may designate in writing and forward to the other as provide in the Section.

12. MODIFICATION

This Agreement may not be modified, changed, or amended in any manner whatsoever without the prior written approval of all the parties hereto.

13. DATA PRACTICES ACT

MCCD agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality, and cooperate with the City of Wayzata in matters related to the foregoing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CITY OF WAYZATA

By: _____
Kenneth Willcox, Mayor

By: _____
Jeffrey Dahl, City Manager

~~By:_____~~

~~And by;~~

~~By _____~~
~~_____~~

METROPOLITAN CONSORTIUM OF COMMUNITY DEVELOPERS

By:_____
Jim Roth, Its Executive Director

Exhibit A
Scope of Services

Open for Business Technical Assistance Services
MCCD will provide intensive one-on-one technical assistance to Wayzata businesses, Wayzata residents and aspiring entrepreneurs intending to establish, purchase, or improve a business in Wayzata. Technical assistance includes, but is not limited to, the following:

- Business plan development
- Feasibility analysis
- Marketing,
- Cashflow and other financial projection development
- Operational analysis
- City and State licensing and regulatory assistance
- Loan packaging, and other assistance in obtaining financing
- Help in obtaining competent legal advice

MCCD will also provide technical assistance on a walk-in basis monthly in Wayzata City Hall or as requested at a place of business within Wayzata.

Open for Business Access to Capital
Access to capital will be provided to qualifying businesses through MCCD's Emerging Small Business Loan Program (see **Exhibit B** Small Business Loan Program Guidelines below). MCCD also provides its financing in partnership other community lenders, banks or both.

EXHIBIT B

Small Business Loan Program Guidelines

Loan Amounts:

- Up to $25,000 for start-up businesses
- Larger financing packages for established businesses
- Designed to leverage other financing programs as well as private financing provided by the commercial banking community.

Eligible Projects:

- Borrowers must be a "for-profit" business.
- Business must be complimentary to existing business community.
- Borrowers must have equity injection as determined by fund management.

Allowable Use of Proceeds:

- Loan proceeds can be used for working capital, inventory, building and equipment and general business operations.

Interest Rates:

- Loan interest rate is dependent on use, term and other factors, not to exceed 10%.

Loan Term Length:

- Loan repayment terms will generally range from three to five years, but may be substantially longer for major asset financing such as commercial property.

Fees and Charges:

- Borrowers are responsible for paying all customary legal and other loan closing costs.

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

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

City Manager:
Jeffrey Dahl

DATE: **October 27, 2016**

TO: **The Honorable Mayor and Members of the City Council**

FROM: **Jeffrey Dahl, City Manager**

SUBJECT: **Consider Agreement of Services with UrbanWorks, Inc to facilitate creation of a Special Services District or "Mobility District"**

Update

At the September 20 workshop, the City Council heard a presentation from Michael McLaughlin, President of Urban Works, Inc. The presentation highlighted the firm's experience in facilitating the creation and maintenance of dozens of Special Services Districts (SSDs) within the State. Subsequently, the Council approved a scope of services with UrbanWorks at its October 4, 2016 meeting.

Summary

The attached draft agreement outlines the scope of services as per the October 4, 2016 meeting. Unfortunately, staff did not have a draft contract ready for that meeting. Staff, and its legal consultants, have had a chance to draft and refine the agreement so it is ready to go. UrbanWorks plans to commence facilitation work by the end of the year, so, if an SSD is created, it could commence at the beginning of 2018.

City Council Action Requested

A motion to approve the attached Agreement for Services between the City and Urban Works, Inc.

AGREEMENT FOR SERVICES

1. **Opening Paragraph.**
THIS SERVICES CONTRACT ("Contract") is made this ____day of _____, 2016, by and between the City of Wayzata, with a mailing address of 600 Rice Street East, Wayzata, Minnesota 55391 ("Client"), and Urban Works, Inc., with a mailing address of 13204 39th Avenue North, Minneapolis, Minnesota 55441 ("Consultant") each a "Party" and collectively the "Parties".

In consideration of the following terms, conditions and mutual promises, the parties hereby agree as follows:

2. **Scope of Service.**
Consultant shall perform the professional services described in Exhibit A, attached hereto and incorporated herein (the "Services"). Consultant represents and warrants to Client that Consultant is qualified and shall perform all of the Services in a professional manner in accordance with all applicable local, state and federal laws, ordinances, rules, orders or similar governmental directives. Consultant's president, Michael McLaughlin, shall personal provide, and/or supervise and direct, all of the Services, using ~~Consultant's~~ his best skill and attention.

3. **Compensation.**
In consideration of the satisfactory performance of the Services, Client shall compensate Consultant as described in Exhibit A ("Compensation and Reimbursement") upon the payment terms identified in Exhibit A.

4. **Independent Consultant.**
Nothing contained in this Contract is intended to, or shall be construed in any manner to create or establish the relationship of employer/employee between the parties. Consultant is at all times an independent consultant and is solely responsible for and has control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Services. Consultant may, ~~at Consultant's sole discretion~~with the Client's prior written approval, hire sub-consultants to perform the Services.

5. **Cancellation, Default and Remedies.**
If either party fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the other party shall have the right to terminate this Contract, if the default has not been cured after a thirty (30) day advance written notice has been provided or if a cure has not been commenced, if the default cannot reasonably be cured within thirty (30) days, or completed within a reasonable amount of time thereafter using due diligence.

Client may terminate this Contract for any reason upon written notice to Consultant at the completion of a phase of the Services as outlined in Exhibit A.

Client shall pay Consultant all compensation earned to the date of termination except that, if the termination shall be for breach of this Contract by Consultant, Client shall pay Consultant all compensation earned prior to the date of termination minus any damages and reasonable costs incurred by Client as a result of the uncured breach.

Rights granted and obligations incurred prior to termination, and all provisions of this Contract that by their nature are intended to survive termination, shall survive termination of this Contract.

6. **Intellectual Property**
All work under this Contract, and associated intellectual property, will be the exclusive property of the Client, its assignees or designees. ~~and~~ All work product will be surrendered to Client immediately upon completion, expiration, or cancellation of this Contract. Consultant represents and warrants that the work does not and will not infringe upon any intellectual property or other rights of other persons or entities.

Client hereby grants Consultant a non-exclusive, perpetual, irrevocable, royalty-free right and license to use, copy, display, perform, distribute~~, and sublicense~~ any and all non-private and non-confidential materials, information and work product produced by Consultant under this Contract for use in connection with Consultant's ongoing business as presently conducted.

7. Liability and Indemnity.

Client, within the limits proscribed by law for Minnesota cities, agrees to defend, indemnify and hold harmless the Consultant against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the Client or its employees and agents.

Consultant agrees to defend, indemnify and hold harmless the Client against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the Consultant or its employees, agents and any sub-consultants. Consultant shall maintain at all times hereunder insurance adequate in type and amounts to cover the obligations of this section and this Contract, and any other obligations under state law, which shall include general liability, automobile liability, professional (errors and omissions) liability insurance, and workers' compensation.

8. Governing Law.

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota.

The parties agree that if any clause or provision of this Contract is declared to be invalid or unenforceable by a final decision of any court of competent jurisdiction, it is the intent of the parties that the remainder of this Contract shall not be affected thereby.

Consultant agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. Consultant understands that all of the data created, collected, received, stored, used, maintained, or disseminated by the Consultant in performing those functions that the City would perform is subject to the requirements of Chapter 13, and the Consultant must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Consultant to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Contract.

9. Entire Agreement; Amendments.

This Contract, together with Exhibit A attached hereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No amendment to this Contract shall be binding upon either Party unless set forth in a writing or confirmation signed by both Parties hereto. No purported oral modification, waiver or rescission of this Contract by an employee or agent of Client shall operate as a modification, waiver or rescission of any of the provisions of this Contract. No course of prior dealing, usage or trade or course of performance shall be used to modify, supplement or explain any terms of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first written above.

City of Wayzata. – Client

By: _____
Kenneth Willcox, Mayor

By: _____
Jeffrey Dahl, City Manager~~By: _____~~

~~Printed Name: _____~~

~~Title: _____~~

~~Dated: _____~~

Urban Works, Inc. - Consultant

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTACHMENT: EXHIBIT A

Services: Consultant agrees to provide the following services for the Client:

1. Phase 1 – Information Gathering and Preliminary Stakeholder Engagement
   The work of phase one shall include gathering the necessary background information, including property information, and facilitating meetings with business and property owners as well as city officials to identify the preliminary geographic parameters and service priorities for the proposed district.

2. Phase 2 – Preliminary operating plan development, business and property information refinements, calculation of potential service charges, and additional ratepayer and stakeholder engagement.
   The work of phase two shall include additional meetings with business and property owners as well as city officials to refine the service priorities for the proposed district as well review service charge methodology options. A preliminary operating plan and budget for Year 1 will then be developed, including researching delivery costs of desired SSD services. Preliminary service charges will also be calculated for each eligible parcel.

3. Phase 3 – Formal SSD petitioning process.
   The work of phase three shall include facilitating and implementing the formal ratepayer engagement and petitioning process, including meetings, discussions and other means of engagement with business and property owners as well as meetings and discussions with city officials as needed.

4. Phase 4 – Formal SSD adoption process.
   The work of phase four shall include assisting and advising city officials and business and property owners through the formal city adoption process including drafting of ordinance language, compliance with all statutory requirements related to SSD establishment procedures and imposition of SSD services charges, as well as providing assistance with preparation/reviewing of city staff reports and other supporting materials.

5. Phase 5 – District Implementation and Commencement of Services.
   The work of phase five shall include assisting and advising the city with service and program launch needs (i.e. developing vendor contract specifications, assisting with vendor engagement, etc.).

It is understood that the above scope of services described includes tasks that may not be required due to circumstances beyond Consultant's control.

Compensation and Reimbursement: As compensation for its services, Consultant shall be entitled to a fee of $150.00 per hour. Partial hours will be billed pro-rata in 15-minute increments. Travel time shall be compensated at the same hourly rate. Services will be itemized on invoices by date and duration with a summary description. Additional requested work beyond the scope listed above will be charged using the same rate and cost structure.

Total estimated consulting services cost for each phase:

Phase 1:	$5,000
Phase 2:	$9,500
Phase 3:	$5,000
Phase 4:	$3,500
Phase 5:	$7,000
	$28,000

The above cost projections are preliminary estimates of anticipated consulting costs. Each phase may require more or less consulting time depending on variables beyond the control of Consultant. The phased approach described above is intended to be iterative to allow Client to assess the information at the conclusion of each phase and decide whether to proceed to the next phase. Notwithstanding the foregoing, Consultant's fees shall not exceed the amounts estimated above to complete any Phase, provided the scope of the Services is not enlarged beyond the descriptions above.

In addition, the Client shall reimburse Consultant for reasonable expenses Consultant incurs in connection with performing the Services. Any expenses will be itemized on invoices, with postage billed at cost, outsourced printing billed at cost, and in-house printing billed at $.25 per impression. To obtain reimbursement, Consultant shall submit to the Client detailed invoices describing services rendered and expenses incurred under this Agreement in a timely manner. Client shall provide any documentation requirements to Consultant in writing in advance, or be foreclosed from relying on such requirements and restrictions to deny reimbursement.

Client shall pay to Consultant invoiced amounts within thirty (30) days of receipt of each invoice.

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

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

City Manager:
Jeffrey Dahl

DATE: **October 27, 2016**

TO: **The Honorable Mayor and Members of the City Council**

FROM: **Jeffrey Dahl, City Manager**

SUBJECT: **Public Hearing to Consider Host Approval for Conduit Debt Financing by the City of Apple Valley**

Update

At the September 20 meeting, the City Council authorized a public hearing for November 1st, 2016 for the purposes of considering "host approval" to the issuance of revenue bonds by the City of Apple Valley in order to finance the purchase of several assisted living facilities, including, Meridian Manor in Wayzata.

Pursuant to Minnesota State Statutes and the Internal Revenue Code, the bonds cannot be issued without the approval of the City.

Please see the attached memo and resolution for additional information.

Recommendation

Staff has reviewed the request with both its legal counsel and financial advisor and has no concerns and therefore recommends approval Staff has requested reimbursement by the borrower of all City-related consultant costs.

City Council Action Requested

Motion to open/close the public hearing. Consider any feedback. Motion to adopt the attached resolution.

MEMORANDUM

TO: Jeffrey Dahl, City Manager

CC: Stacie Kvilvang, Ehlers & Associates

FROM: Jennifer Hanson

DATE: November 1, 2016

RE: Host Approval for Bonds to be issued by Apple Valley

The City of Wayzata (the "City") has received a request from Minnesota Senior Living LLC ("Borrower"), whose parent and sole member is Presbyterian Retirement Communities Northwest ("PRCN"), to consider granting "host approval" to the issuance of revenue bonds (the "Bonds") by Apple Valley to finance, in part, the acquisition of Meridian Manor, a 72-unit assisted living and memory care facility located at 163 Wayzata Blvd. West in the City (the "Facility"). Pursuant to Minnesota Statutes, Chapters 462A and 462C and Section 471.656 and Section 147(f) of the Internal Revenue Code (the "Code"), the Bonds cannot be issued without the approval of the City.

The Bonds are proposed to be issued in one or more tax-exempt and taxable series in an aggregate amount not to exceed $160,000,000 to finance the acquisition of the Facility and seven other senior living facilities located in the cities of Crystal, Brooklyn Park, Burnsville and Apple Valley, Minnesota. The Borrower will own and operate the Facility through a manager. PRCN is an entity described in Section 501(c)(3) of the Code.

The Borrower requests that the City hold a public hearing on November 1, 2016, with respect to the issuance of the Bonds and the adoption of a housing program with respect to the Bonds and the Facility. The public hearing was previously authorized by the City Council on September 20 and notice of the public hearing has been published as required by law.

A representative of the Borrower and I will attend the public hearing and be available for questions. Should you have any questions concerning this proposed plan in the meantime, please call me.

CERTIFICATE

CITY OF WAYZATA

I, the undersigned being a duly qualified and acting officer of the City of Wayzata, Minnesota, hereby attest and certify that:

1. As such officer, I have the legal custody of the original record from which the attached resolution was transcribed.

2. I have carefully compared the attached resolution with the original record of the meeting at which the resolution was acted upon.

3. I find the attached resolution to be a true, correct and complete copy of the original:

RESOLUTION GIVING APPROVAL TO A PROPOSED HOUSING PROGRAM AND THE ISSUANCE BY THE CITY OF APPLE VALLEY, MINNESOTA OF ITS SENIOR LIVING REVENUE BONDS (MINNESOTA SENIOR LIVING LLC PROJECT), SERIES 2016

4. I further certify that the affirmative vote on said resolution was _____ ayes, _____ nays, and _____ absent/abstention.

5. Said meeting was duly held, pursuant to call and notice thereof, as required by law, and a quorum was present.

WITNESS my hand officially as such officer this _____ day of _____, 2016.

_____
City Manager

CITY OF WAYZATA

RESOLUTION NO. 46-2016

RESOLUTION GIVING APPROVAL TO A PROPOSED HOUSING PROGRAM AND THE ISSUANCE BY THE CITY OF APPLE VALLEY, MINNESOTA OF ITS SENIOR LIVING REVENUE BONDS (MINNESOTA SENIOR LIVING LLC PROJECT), SERIES 2016

WHEREAS, by the provisions of Minnesota Statutes, Chapter 462C, as amended (the "Housing Programs Act"), the City of Wayzata, Minnesota (the "City"), is authorized to adopt a program to finance multifamily housing developments within its boundaries; and

WHEREAS, the City has received a request from Minnesota Senior Living LLC, a Minnesota limited liability company (the "Borrower"), that the City approve a housing program pursuant to the Housing Programs Act, a copy of which is on file in the office of the City Manager (the "Program"), which provides for the financing of the acquisition or acquisition and improvement of an existing 72-unit senior housing facility located at 163 Wayzata Boulevard West in the City (the "Wayzata Facility") through the issuance by the City of Apple Valley, Minnesota (the "Issuer"), of its revenue bonds in one or more taxable or tax-exempt series, in a principal amount not to exceed $160,000,000 (the "Bonds"), all as more particularly described in the Program; and

WHEREAS, the Program has been submitted to the Metropolitan Council for review and comment as required by the Housing Programs Act; and

WHEREAS, proceeds of the Bonds will be loaned to the Borrower to finance the acquisition or acquisition and improvement by the Borrower of the Wayzata Facility and existing senior living facilities located in the Cities of Apple Valley, Brooklyn Park, Burnsville and Crystal, Minnesota (the "Project").

NOW, THEREFORE, be it resolved by the City Council (the "City Council") of the City of Wayzata, Minnesota, that:

1. As required by the Housing Programs Act, the City Council held a public hearing on Tuesday, November 1, 2016 on the adoption of the Program and issuance of the Bonds by the Issuer, all after publication in the official newspaper of general circulation of a notice setting forth, among other things, the time and place of hearing; stating the general nature of the Program and an estimate of the principal amount of the Bonds or other obligations to be issued to finance the Project; and stating that all parties who appear at the public hearing shall have an opportunity to express their views with respect to the proposal.

2. The Borrower will be required to pay all the expenses of the City paid or incurred with respect to the Program and to indemnify the City for any potential liability incurred by the City with respect to the Program.

3. The Program and the issuance of the Bonds by the Issuer to finance the Project, are hereby approved, subject only to final approval and authorization by the Issuer of the Bonds, and

agreement by the Issuer, Borrower and Piper Jaffray & Co., as original purchaser of the Bonds, as to the details of the Bonds and provisions for their payment.

4. In no event shall the Bonds ever be payable from or charged upon any funds of the City other than amounts payable under the revenue agreement which are to be pledged to the payment thereof; no holder of the Bonds shall ever have the right to compel the exercise of the taxing power of the City to pay the Bonds or the interest thereon, nor enforce the payment thereof against any property of the City; the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City; and the Bonds do not constitute an indebtedness of the City within the meaning of any constitutional, statutory, or charter limitation.

5. The Borrower is hereby authorized to enter into such contracts, in its own name and not as agent for the City, as may be necessary for the Program by any means available to it and in the manner it determines, without advertisement for bids as may be required for the acquisition or construction of municipal facilities, but the City shall not be liable on any such contracts.

6. The City hereby approves the Program and approves, and thereby provides host approval to, the issuance of the Bonds by the Issuer, for purposes of Minnesota Statutes, Section 471.656, and in accordance with section 147(f) of the Internal Revenue Code of 1986, as amended, and regulations thereunder.

Adopted this 1st day of November, 2016.

_____
Mayor

Attest:

_____
City Manager

ACTION ON THIS RESOLUTION:

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

I hereby certify that the foregoing is a true and correct copy of Resolution No. 46-2016 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on November 1, 2016.

_____

Becky Malone, Deputy City Clerk

SEAL

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Wayzata, Minnesota (the "City"), do hereby certify that attached hereto is a compared, true and correct copy of a resolution, duly adopted by the City Council of the City on November 1, 2016, at a regular meeting thereof duly called and held, as on file and of record in my office, which resolution has not been amended, modified or rescinded since the date thereof and which resolution is in full force and effect as of the date hereof, and that the attached Extract of Minutes as to the adoption of the resolution is a true and accurate account of the proceedings taken in passage thereof.

WITNESS my hand and seal of the City this ____ day of November, 2016.

_____
City Manager

(Seal)

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

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

City Manager:
Jeffrey Dahl

DATE: **October 13, 2016**

TO: **The Honorable Mayor and Members of the City Council**

FROM: **Jeffrey Dahl, City Manager**

SUBJECT: **Consider Resolution to Award Bid for the Construction of the Mill Street Parking Ramp**

Update
The City of Wayzata received two (2) bids for the Mill Street Parking Structure project on Wednesday, October 26, 2016. A summary of the bids can be found below.

	Adolfson & Peterson Const.	Knutson Construction	Engineer's Estimate
Base Bid	$8,480,000	$8,634,000	$7,850,000
Alternate 1 (Ballasted Roof System)	$1,120,000	$1,079,000	$810,000
Alternate 2 (Retaining Wall Treatment)	$42,700	$143,000	
Alternate 3 (Entrance Portal-Broadway)	$9,500	$14,000	
Alternate 4 (Enhanced Landscape)	$8,200	$15,700	
Alternate 5 (Paint Interior of Level 1)	$202,000	$212,000	

Analysis
Significant price differences between the cost estimate and bids are likely related to the retaining wall construction and project schedule.

Both contractors have also stated that a May 26, 2017 completion date is unlikely. A&P's bid is based on a completion date of July 1, 2017 and Knutson's bid is based on an undetermined completion date, only stating they have included liquidated damages into their bid price.

As discussed at the September 6, 2016 City Council meeting, preliminary financing for the ramp was determined to be approximately $9,440,000. The overall estimated project costs included an 8%

contingency ($630,000) and soft costs ($880,000) for a total estimated project cost for the base ramp of $9,360,000.

Items for the City Council to consider include:

- Evaluation of the base bid and inclusion of any appropriate alternatives and project schedule.

- Total project costs, using the bids above, soft costs and contingency are shown below.
  - Base Ramp (no roof) plus enhanced landscaping, entrance portal, and retaining wall treatment: $10,050,400
  - Base Ramp with roof: $11,230,000

While the lowest bidder had an estimated completion date of July 1st, it doesn't preclude the City working with the contractor on construction staging and/or a partial completion date where access to Mill Street Parking Area could be increased at an early date.

For your information we have attached the draft contract, which was included as a part of the bid package, with the contractor if a bid is awarded.

Financing
The aforementioned project financing of approximately $9,440,000 is based on cash of $1,680,000 that has already been allocated and approximately $7,760,000 of G.O. TIF Bonds. As a result, there is a funding gap of $610,000 for the base ramp with landscaping/portal/retaining wall option and a $1,790,000 gap for the roof option.

The City Council has previously identified the following potential gap funding solutions that could fund, if prioritized, around $1 million more in cash:

- Ramp Contingency Funds
- Year End Transfers from Enterprise Funds
- Assessments of Neighboring Properties
- Credits for the use of Solar Power Generation
- Transfers from existing Capital Improvement Program Funds
- Parking District Funds

Based on discussion at the CIP work shop on Monday, October 31 and at the November 1 meeting, staff could prepare a resolution at the November 15 meeting that would allocate funds to the ramp project in order to offset the funding gap.

Next Steps
If the Council is to move forward with the project, financing should be approved with the following schedule:

- Nov 15---Call for a Sale of Bonds and Public Hearing (Council Action Required)
- Dec 20---Bond Sale (Council Action Required)
- Late Dec 20/Early January---Award Sale (No Action Required)

In addition to the bonding process, the HRA will have to take action to pledge the TIF for the bonds and the City Council will then have to accept the pledge.

Recommendation
The two primary construction options are higher in cost than anticipated. However, the base ramp option could be more easily funded as it is similar to the previously estimated budget of the ramp with roof option. The bid amount of the ramp with roof option is significantly higher than expected and the Council has not had a chance to discuss additional funding sources for a gap that large. Staff sees three viable options:

1. If the Council wants to pursue the base ramp option with no roof, it should award the project to Adolfson and Peterson with the appropriate alternates at the November 1 meeting, and, in addition, direct staff to develop a proposal that would allocate the additional $610,000 needed to fund the project to be approved at the November 15 City Council Meeting.

2. If the Council desires to pursue the roof option, it should delay awarding the project until the Council has a defined financing plan.

3. If the Council is uncomfortable with the construction schedule and/or the cost of the project, it should consider rejecting the bids. Please note that rejecting the bids could result in an even higher construction cost and additional admin/design costs in the future.

City Council Action Requested
Motion to approve the attached Resolution 48-2016 to Accept Bids and Authorizing the Execution of a Contract for the Mill Street Parking Structure Project.

If the project is awarded, a “Notice to Proceed” would be issued on November 2, 2016 and the contractor would have 30 days to commence construction.

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

City of Wayzata
600 Rice Street
Wayzata, MN 55391

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

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

Construction of Mill Street Parking Structure for approximately 394 vehicles on City owned parcel northeast of the intersection of Broadway Avenue and Mill Street

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

Hammel, Green and Abrahamson, Inc.
420 North 5th Street, Suite 100
Minneapolis, MN 55401

The Owner and Contractor 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

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2 THE WORK OF THIS CONTRACT

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10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement of the Work will be fixed in a Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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User Notes:

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 The Owner shall make payment of the certified amount to the Contractor within 45 days of the Owner's receipt of the Certificate of Payment from the Architect. As required by Minnesota Statutes § 471.425, Subd. 4a, Contractor shall pay any subcontractor within ten (10) days receipt of payment from the Owner for undisputed services provided by the subcontractor. The Contractor must pay interest of 1-½% per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the Contractor shall pay the actual penalty due to the subcontractor.
(Federal, state or local laws may require payment within a certain period of time.)

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§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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The Owner shall make final payment to the Contractor within 45 days of the Owner's receipt of the Architect's final Certificate of Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

None

§ 8.3 The Owner's representative:
(Name, address and other information)

Nate Pearson
TEGRA Group, Inc.
801 Nicollet Mall, Suite 1850
Minneapolis, MN 55402
npearson@tegragroup.com
Office phone no. 612-752-5744

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User Notes:

Cell phone no. 612-360-6872

§ 8.4 The Contractor's representative:
(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as revised by the Owner.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

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User Notes: (728922226)

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount ($0.00)
Public Contractor's Performance and Payment Bond requested by and in accordance with Minnesota Statutes Section 574.26 to 574.32	Bond in the Contract amount of $_____
Section 007300 Supplementary Conditions, added Sections 11.1.2.1 through 11.1.2.4, to the AIA 201 General Conditions and modified Section 11.1.4 of AIA 201 General Conditions for insurance requirements.	

This Agreement entered into as of the day and year first written above.

CITY OF WAYZATA

OWNER *(Signature)*

Jeffrey J. Dahl, City Manager
(Printed name and title)

OWNER *(Signature)*

Ken Wilcox, Mayor
(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

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Additions and Deletions Report for

AIA® Document A101™ – 2007

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PAGE 1

City of Wayzata
600 Rice Street
Wayzata, MN 55391

...

Construction of Mill Street Parking Structure for approximately 394 vehicles on City owned parcel northeast of the intersection of Broadway Avenue and Mill Street

...

Hammel, Green and Abrahamson, Inc.
420 North 5th Street, Suite 100
Minneapolis, MN 55401

PAGE 2

The date of commencement of the Work will be fixed in a Notice to Proceed.

PAGE 3

§ 5.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the~~ The Owner shall make payment of the certified amount to the Contractor ~~not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~ within 45 days of the Owner's receipt of the Certificate of Payment from the Architect. As required by Minnesota Statutes § 471.425, Subd. 4a, Contractor shall pay any subcontractor within ten (10) days receipt of payment from the Owner for undisputed services provided by the subcontractor. The Contractor must pay interest of 1-½% per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the Contractor shall pay the actual penalty due to the subcontractor.

PAGE 4

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

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.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);

PAGE 5

The Owner shall make final payment to the Contractor within 45 days of the Owner's receipt of the Architect's final Certificate of Payment.

...

[X] Litigation in a court of competent jurisdiction

...

~~%~~—None

...

Nate Pearson
TEGRA Group, Inc.
801 Nicollet Mall, Suite 1850
Minneapolis, MN 55402
npearson@tegragroup.com
Office phone no. 612-752-5744
Cell phone no. 612-360-6872

PAGE 6

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for ~~Construction.~~Construction, as revised by the Owner.

PAGE 7

Public Contractor's Performance and Payment Bond requested by and in accordance with Minnesota Statutes Section 574.26 to 574.32	Bond in the Contract amount of $_____
Section 007300 Supplementary Conditions, added Sections 11.1.2.1 through 11.1.2.4, to the AIA 201 General Conditions and modified Section 11.1.4 of AIA 201 General Conditions for insurance requirements.	

...

CITY OF WAYZATA

...

Jeffrey J. Dahl, City Manager _____ _____

...

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OWNER *(Signature)*

Ken Wilcox, Mayor

(Printed name and title)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ken Wilcox, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:03:14 on 10/27/2016 under Order No. 5896155783_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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CITY OF WAYZATA

RESOLUTION NO. 48-2016

RESOLUTION ACCEPTING LOW BID AND AWARDING AND APPROVING CONTRACT WITH LOWEST RESPONSIBLE BIDDER FOR THE MILL STREET PARKING STRUCTURE PROJECT

WHEREAS, pursuant to Minn. Stat. Sec. 471.345, the City of Wayzata has prepared plans and specifications for the construction of a new public parking structure at Mill Street (the "Project");

WHEREAS, public notice and advertisement for bids for the Project was published according to law, which referenced the plans and specifications for the Project, and the form of contract for the Project (the "Contract"), which were all on file and available to the public in the office of the Wayzata City Manager; and

WHEREAS, the advertisement for bids requested bidders to include five (5) additional potential alternative Project components in their bids; and

WHEREAS, bids from two (2) bidders were received as of Wednesday, October 26, 2016, at 3:00 p.m., the closing time specified in the notice, and opened and tabulated according to law; and

WHEREAS, all of the bids received were tabulated and checked to verify that all requirements for bid submittals were met, and that the bids were in accordance with all of the plans and specifications; and

WHEREAS, all of the bidders are responsible and qualified according to law; and

WHEREAS, the City Engineer's estimate for the base bid for Project was $7,850,000, and following bids for the Project were received from responsible bidders:

Bidding Contractor	Base Bid
Adolfson & Peterson, Construction	$8,480,000
Knutson Construction	$8,634,000

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota that the Contract for the Project is hereby approved and awarded to the lowest responsible bidder, Adolfson & Peterson, Construction (the "Lowest Responsible Bidder");

BE IT FURTHER RESOLVED that the Mayor and City Manager are hereby authorized and directed to finalize and execute the Contract with the Lowest Responsible Bidder for the Project, in accordance herewith and with the advertisement, plans and specifications for the Project, with a base bid in the amount of $8,480,000; and

BE IT FURTHER RESOLVED that the Contract shall include the following additional alternative Project components:

- ☐ Alternate 1 - Ballasted Roof System - $1,120,000
- ☐ Alternate 2 - Retaining Wall Treatment - $42,700
- ☐ Alternate 3 - Entrance Portal-Broadway - $9,500
- ☐ Alternate 4 - Enhanced Landscape - $8,200
- ☐ Alternate 5 - Paint Interior of Level 1 - $202,000

Adopted by the Wayzata City Council this 1st day of November, 2016.

_____ ATTEST:_____

Mayor Ken Willcox City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

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

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on November 1, 2016.

_____
Deputy City Clerk Becky Malone

SEAL

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

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

City Manager:
Jeffrey Dahl

DATE: **October 27, 2016**

TO: **The Honorable Mayor and Members of the City Council**

FROM: **Jeffrey Dahl, City Manager**

SUBJECT: **Consider Adoption of Payment-in-Lieu-of-Parking Policy and Adoption of Resolution Setting Fee Per Stall in City's Fee Schedule**

Background

The City continues to move forward with three significant initiatives to create a downtown parking district:

1. Building the Mill Street Parking Ramp;
2. Facilitating the creation of Special Services District (Mobility District) in order to, at a minimum, pay for maintenance and operations costs of the Mill Street Parking Ramp, and also provide other services such as wayfinding signs, valet parking, etc.; and
3. Developing a Payment-in-Lieu-of-Parking (PILOP) Policy that would provide another option for developers to maximize the use of their property by utilizing public parking stalls.

In addition to these initiatives, the City has also amended its parking ordinance and reduced the required amount of parking stalls for commercial uses in the downtown district. The overarching goal of these initiatives is to add more spaces downtown and maximize the efficiency of these spaces.

Update

The City is in the bidding process of building the ramp and has just hired a consultant to help facilitate the Mobility District. The pending initiative that still needs work is the PILOP Policy.

The City discussed a draft PILOP Policy its September 20 work shop and had a follow up discussion at its October 4 work shop. At the earlier meeting, the Council had provided feedback regarding different changes in land use that would trigger using the policy as a development option. At the subsequent work shop, the City Council discussed the rational for the per stall fee, financing terms, and if the fees should change based upon the number requested.

Staff and the City Council has also received the attached communication from Broadway Place Developer Jim Beltz on suggested changes to the policy and the impacts the draft policy would have on its development proposal. As a result of this feedback, staff recommends extending the financing terms and lowering the interest rate as indicated below.

Fee

A critical component of the policy is what the per stall fee would be and would the fee be allowed to be paid over a defined period of time. In short, staff recommends that the fee (which would be identified in the City's annual fee schedule) is $10,000 per stall and could be financed through the City over a term of not to exceed 24-years (parallel with a G.O. TIF Bond Term) with an interest rate of 4%, which is based on a standard City inter-fund loan rate.

<u>Why $10,000 per stall?</u>

- Conservatively, the industry standard is approximately $25,000 per stall for structured parking and $5,000 for surface parking (not including land costs). The City's inventory of parking stalls will be a combination of both structured and surface parking.
- Looking at other cities' PILOP policies, the average of comparable cities is around $15,000. For example: Excelsior, MN is $24,000 (their annual rate per stall over 20 years), Laguna Beach is $20,000, Lake Forest, Il is $22,000, Santa Monica, CA is $20,000, Kirkland, WA is $6,000, Coconut Grove, FL is $10,000, and Jackson, WY is $8,500 to $17,000.
- Parking stalls would still be "public stalls" that are tracked as a pool. These stalls are not exclusive to the developer. It is the City's duty to ensure it has not "over promised" stalls and therefore must utilize the funds to fund maintenance and capital costs of the existing and future additional stalls if needed.
- $10,000 amortized over 24 years with a 4% interest rate, for example, is a $650 payment per year, similar to the two options articulated in the December 2015 SRF Report which provided two per stall examples of $660 per stall and $783 per stall but assumed NO interest.
- The only previous City agreement that identified a cost per stall was $7,500 in 1988. This amount was based not the equivalent cost per stall rather the projected benefit to the property.
- Staff believes that a $10,000 per stall would be an adequate amount to assist in funding future downtown parking improvements such as improvements to existing City-owned parking lots as well as future additional facilities. As a result, a Downtown Parking District Fund has been created will be discussed as a part of the CIP discussion.
- While the City could have a different per stall fee contingent upon the amount of stalls requested, staff doesn't think there is enough rational basing the fee on development scale. For example, if the City really wanted to push rehab of its existing buildings versus new development, it could reduce the per stall fee and charge less for a request that only required a few spaces. Or, it could do the opposite if it wanted larger scale development. However, not only is there not enough push for a certain scale of development in downtown Wayzata, it would add another degree of complexity to a Policy that is aimed to streamline and

simplify parking variances. Because policies are meant to be fluid documents, this topic could be considered as an amendment down the road.

Why allow financing of up to 24 years?

- To give the property owner the opportunity to add it as a lease charge in order to reduce upfront capital costs.
- An interest rate comparable to an inter-fund loan rate of 4% is figured to ensure the value of the dollar is maintained over the financing term.
- Must either be paid off if property is sold OR legally transferred.
- Financing terms would be similar to an assessment in that the development agreement would be recorded to the property and therefore the City would have leverage to ensure the fee is paid.
- Anything more than 24 years could outlast the length or value of the parking stall.
- Similar to the term of for the financing of the parking ramp.

As a reminder, the PILOP Policy would be completely optional to a developer. Property owners always have the option of providing parking on their own property or working out agreement with adjacent property owners. This Policy would help streamline future development processes to avoid the ad-hoc parking agreements of the past.

Staff Recommendation

As a result of the aforementioned rationale, staff recommends adoption of the attached draft PILOP Policy and adoption of the Resolution XXX, Fee Schedule of PILOP Fee per Stall.

City Council Action Requested

Motion to approve the attached draft PILOP Policy and another separate motion to approve the attached draft Resolution No. 47-2016.

Please note that the owner of the Broadway Place development is waiting for this policy to be adopted prior to determining whether their project can move forward.

BELTZ ENTERPRISES, LLC

701 East Lake Street, Wayzata, MN 55391
332 and 336 Broadway Avenue, Wayzata, MN 55391

10/24/16

VIA E-MAIL

City of Wayzata
Attention: Council and Staff
600 Rice Street
Wayzata, MN 55391-1734

Re: Follow-up to Payment in Lieu of Parking for Developers

To Council and Staff,

As a response to the City workshop last Tuesday evening we would like the opportunity to formally follow-up from our prior written communication.

One of the largest inequities facing Broadway Place is that it needs to operate the same business model as other 700 block owners with a more burdensome "tax" structure due to the PILOP program. The ramp is being paid for by TIF funds. The PILOP program, in general, will only generate a fraction of the ramp's price tag in the next 20 years. With that said, I believe there were some areas outlined on Tuesday that may allow us to proceed at a per stall fee closer to that initially proposed.

Our proposal would include the following as part of the PILOP program:

1) **Lengthen the payment term to 40 years and eliminate interest.** The fee may in concept be a recoupment of the costs of the parking ramp, but the PILOP will only generate a fraction of the ramp's costs. TIF funds are supporting the ramp and the PILOP program shouldn't charge interest at the ramp's financing cost to property owners who need to pay for stalls. Lengthening the term and eliminating interest would lower the impact to downtown tenants, a concern expressed by the Council.
2) **Give developers a credit of stall spaces.** To encourage developers to develop, and "tier" the economics so the impact is not overly burdensome on "developers" versus "change of use", we would propose a new credit mechanism of 1 stall per 500 square feet of commercial development. Under the current stall formula, the developer will still pay for 40-60% of its stalls. This credit mechanism encourages the operation of commercial space in Wayzata. If use is more burdensome (i.e. restaurant), developer pays dollar for dollar for the higher use. The Broadway Place properties were already allocated 8 parking spaces in its history as a commercial operation. This credit mechanism addresses concerns by the council by giving a developer an incentive to improve a building (taking a 1 story to 2 stories, for example), by creating a credit for driving additional development and making the fee tenable, but also driving revenue for the City. A credit mechanism would lower the financial impact to commercial tenants and tier the PILOP program between developers and change of use, a concern as expressed by the Council.

3) **Make the fee part of the tax roll.** The PILOP fee should go with the land and not with the owner. Especially if the fee is financed over time. It should not balloon if the property is sold. It's a use fee, not a loan. In addition, a lien by the City on the property may not allow developers to properly finance developments. The City should incorporate this fee into the tax roll.
4) **Additional agreeable terms.** As part of the Broadway Place development agreement we would need to incorporate other terms to protect the future of the development. These items would include, but not limited to, restriction on further operating and capital assessments against the property and a most favored developer clause if the PILOP program was reversed or modified in the future.

We believe coming to terms as outlined above on a PILOP program will be a benefit to both the City and the viability of the new Broadway Place development.

Regards,

Beltz Enterprises, LLC

Cc: James A. Beltz
Cc: James K. Beltz
Cc: Peter J. Coyle

CITY OF WAYZATA

_____, 2016

FEE-IN-LIEU OF PARKING POLICY

Background and Purpose

To address the need for additional parking and parking-related services, and make both on and off street parking improvements in the downtown area, the City is pursuing the construction of a municipal parking ramp at Mill Street (the "Mill Street Ramp"), the establishment of a new designated capital improvement plan for future downtown parking improvements ("Downtown District CIP"), and the establishment of a downtown parking and mobility district (the "Mobility District"), a special services district under Minn. Stat. Ch. 428A. The City has also amended its parking ordinance to reduce the minimum amount of parking stalls required for uses in the downtown area to recognize (i) changes in parking demands associated with certain uses, (ii) differing parking demands for different days and hours, (iii) consolidated and shared parking opportunities, and to maximize the overall efficiency of available parking spaces.

The purpose of this policy is to provide greater flexibility to developers and property owners proposing higher density projects in the downtown area that would not fully meet the City's minimum parking requirements, and thereby reduce the number of variance applications, encourage consolidated and shared parking, and promote a well-designed and efficient parking system downtown. Paying a fee in lieu of parking under this policy would not sell spaces or grant exclusive rights to parking spaces in the Mill Street Ramp or other parking facilities in the Mobility District, but would allow uses on property in the Mobility District that would otherwise fail to meet the City's parking requirements.

Criteria for Considering a Fee in Lieu of Parking

If warranted by the standards outlined in this policy, the City Council may, but shall not be required to, grant approval of a reduction in the number of parking spaces actually constructed at the time of site development or occupancy of a building under the following criteria:

A. Eligible Properties and Projects. Any new use on a property (a "Project") that cannot meet the applicable on-site minimum parking requirements of City Code may be permitted if: (1) a fee-in-lieu of parking is paid as specified in Section B of this policy; and (2) a conditional use permit is approved based upon the requirements of Section 801.4 of the City Code and the following additional criteria:

1. The Project is located within the "Mobility District" as established by City Council.

2. The City Council finds that the Project would enhance the accessibility, functionality, density and vitality of the Downtown Business District.

3. The parking impact of the Project does not exceed the available capacity of the City's parking facilities.

For purposes of this policy, "available capacity" shall be the number of parking spaces available for use by applicants for new fee-in-lieu of parking conditional use permits. This number shall be determined by the City Council based on an analysis of the use of the City's parking facilities. The City's "parking facilities" shall be the Mill Street Ramp and any other public parking facility in the Mobility District.

B. Fee. The amount of the fee-in-lieu of parking paid under this policy shall be established by a resolution of the City Council, based on its projection and/or calculation of the costs of constructing the parking facilities, improvements identified in the Downtown District CIP, and the value to applicants of satisfying the City's minimum parking requirements. The fee may be paid in full as a one-time payment, or over a period of time in the manner of an assessment, with a term of such not to exceed the term for the financing of the capital costs of construction of the applicable parking facilities, and subject to an interest rate of four percent (4%).

C. Development Agreement. As a condition of approval of a conditional use permit issued pursuant to this policy, the applicant must enter into a development agreement with the City that includes an agreement to fully participate in and not contest the Mobility District and obligations thereof, and to pay the fee-in-lieu of parking. The development agreement shall be executed no later than the date on which a building permit for the Project is issued (or if no building permit is required, the date on which a certificate of occupancy is issued) and also include an agreement by the owner of the property for which the conditional use permit is issued authorizing the City to assess any unpaid fee-in-lieu of parking against the property as a special assessment and include a waiver of any right to object or appeal said assessment. The obligation to pay the fee-in-lieu of parking shall run with the property, and the development agreement shall be recorded against the property.

D. Expiration. A conditional use permit issued pursuant to this policy shall expire 12 months after being granted unless a development agreement (or amendment thereto) containing a fee-in-lieu of parking provision as described in subsection (C) above is executed by the permit holder.

E. Previous Obligations to Pay for Future Parking. Obligations in development agreements with the City, and conditions in previously granted land use approvals, that were agreed to or imposed prior to the adoption of this policy, that require a financial contribution to future City parking facilities to make up for parking shortfalls in Projects, may be satisfied upon (i) payment of the fee specified in Section B of this policy, and (ii) an amendment to the applicable development agreement as required by this policy.

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CITY OF WAYZATA

RESOLUTION NO. 47-2016

RESOLUTION ADOPTING FEE IN LIEU OF PARKING POLICY AND SETTING FEE

WHEREAS, the City recognizes the need for additional parking and parking-related services, and making both on and off street parking improvements, in the downtown area; and

WHEREAS, the City is pursuing the construction of a municipal parking ramp at Mill Street (the "Mill Street Ramp"), the establishment of a downtown parking and mobility district (the "Mobility District"), a special services district under Minn. Stat. Ch. 428A, and the establishment of a new designated capital improvement plan for future downtown parking improvements ("Downtown District CIP"); and

WHEREAS, the City has amended its parking ordinance to reduce the minimum amount of parking stalls required for uses in the downtown area to recognize (i) changes in parking demands associated with certain uses, (ii) differing parking demands for different days and hours, (iii) consolidated and shared parking opportunities, and to maximize the overall efficiency of available parking spaces; and

WHEREAS, the City wishes to further provide greater flexibility, via a uniform policy, to developers and property owners proposing higher density projects in the downtown area that would not fully meet the City's minimum parking requirements, and thereby reduce the number of variance applications, encourage consolidated and shared parking, and promote a well-designed and efficient parking system downtown.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota, that the Fee In Lieu of Parking Policy attached to this Resolution ("FILOP Policy") is hereby adopted.

BE IT FURTHER RESOVLED, that based on the analysis and information presented by the City Manager at City Council workshops and meetings, the fee referenced in the FILOP Policy shall be ten thousand dollars ($10,000) per parking space.

Adopted by the Wayzata City Council this _____day of _____ 2016.

_____

Ken Willcox, Mayor

DRAFT

ATTEST:

_____
Jeffrey Dahl, City Manager

ACTION ON THIS RESOLUTION:

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

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

_____
Becky Malone, Deputy City Clerk

ATTACHMENT:
Fee In Lieu of Parking Policy ("FILOP Policy")

000043/203879/2490078_1

DRAFT

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: October 26, 2016

CONSIDER AUTHORIZING FINAL PLANS/SPECIFICATIONS & AD FOR BID THE CONSTRUCTION OF A MONO POLE TELECOMMUNICATION TOWER

The City Council received and discussed the completed Wayzata West Middle School Communication Tower Feasibility Study Report at a council workshop held on October 18th.

Volume 1 of the report is attached for reference. Volume 2 consisting of all the Appendixes (688 pages) to the report is available at City Hall for viewing. An electronic copy of the complete report can be obtained upon request by contacting Public Works at 952-404-5360.

At the end workshop, staff was directed to add under new business for the next council meeting an agenda item for Consideration by the Council to Order Final Plans and Specifications and Advertise for Bids the Construction of a Mono Pole Telecommunications Tower on the Wayzata West Middle School Property located at 149 Barry Ave N. (Attached is a Proposed Cell Tower Site Plan showing the location of the proposed Mono Pole Tower on the school property.

If the Council chooses to take action and Order Final Plans and Specifications and Advertise for Bids the Construction of a Mono Pole Telecommunications Tower on the Wayzata West Middle School Property, consideration of award will take place in late February of 2017. If the City Council chooses to award, actual construction would start in June of 2017 after school is out for the summer. The detailed proposed project schedule (Table 6) is on page 15 of the Feasibility Report.

Table 5 on page 13 of the Feasibility Report shows on item 1.13 the overall relocation cost estimate at $826,867. Items 1.2 thru 1.9 totaling $654,000 is the Engineering Estimated Construction Cost.

The City is currently in new lease negotiations with the four existing telecom tenants to relocate from the city water tower to the new Telecom Mono Pole Tower at the school site. Capital contributions from each of them toward the cost of tower project is being negotiated. The other funding source is the city's Telecom CIP Fund.

Finally, a graphic is attached that shows a similar looking constructed Mono Pole Tower for reference. It's estimated to be about 170 feet tall. The proposed Telecommunications Mono Pole Tower will be 199 feet tall.

ACTION ITEM:
Authorize Final Plans and Specifications and the Advertising for Bids the Construction of a Telecommunication Mono Pole Tower on the Wayzata West Middle School Property located at 149 Barry Ave N.

Feasibility Study Report

Wayzata Middle School Communication Tower

City of Wayzata, Minnesota

SEH No. WAYZA 134285 4.00

October 4, 2016

Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists

Building a Better World
for All of Us®

October 4, 2016

RE: Wayzata Middle School Communication Tower
Feasibility Study Report
City of Wayzata, Minnesota
SEH No. WAYZA 134285

Mr. David Dudinsky
Director of Public Service
City of Wayzata
299 Wayzata Blvd. West
Wayzata, MN 55391

Dear Dave:

We are pleased to present to you the Wayzata Middle School Feasibility Study for the City of Wayzata. This report is intended to provide a detailed summation of investigation and preliminary activities in support of the development of this location for the construction of a new communication tower. The purpose of which is to provide a continuance of wireless communication services to the City of Wayzata.

Its origins are based on the longstanding desire of the City, and more specifically, area residence of Bell Courts with unobstructed use of the facilities. As indicated by the City, concerned over time has risen over Tenant access, noise and general aesthetics with both the site and the Gardner Street water tower. However, communication services provided at this site are necessary for the betterment and continued growth of the community at large.

This report is in part a culmination of investigative work as directed by the City of Wayzata following extensive staff and Tenant input regarding telecommunications infrastructure to meet the future needs of the City and the present tower occupants. This work included assessment of the present facility, followed by engagement with City staff, Wayzata School District, and commercial Tenants to assess present and future needs. This resulted in the investigation into the recommended site at the Wayzata Middle School.

As a result of the work completed, we have developed a recommendation for City consideration of the above site for construction of the new monopole facility. This recommendation serves to improve and update existing telecommunications system operations and efficiency. Cost estimates to aid in the consideration of the presented recommendation are also presented in this report.

We appreciate the assistance we received from Wayzata City staff in sharing their perspectives related to the further development of the proposed project. We further appreciate the assistance provided by the present facility Tenants. The input, knowledge, and experience with respect to the study was invaluable toward the development of its construction parameters.

It is our pleasure to assist the City of Wayzata with this project, and we look forward to discussing the contents of this report with you and or presenting it to Council. If you have any questions regarding this report, please contact me at 612.325.9995.

Sincerely,

Principal | Project Manager

dmk
s:\uz\w\wayza\134285\1-genl\14-corr\draft_ final report 092316_wayzata middle school communication tower feasibility study dr 100616.docx

Wayzata Middle School Communication Tower
Feasibility Study Report
City of Wayzata, Minnesota

SEH No. WAYZA 134285

October 4, 2016

I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Miles B. Jensen, PE
Regional Practice Center Leader

Date: October 4, 2016 Lic. No.: 19869

Reviewed By: Dale Romsos Date: October 4, 2016

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-5196
651.490.2000

Executive Summary

Wayzata Middle School Communications Tower

The City of Wayzata currently provides wireless communications service coverage for the downtown area via the Gardner Street Water Tower located at 403 Gardner Street. Supporting Tenant ground equipment is housed within the confines of the Telecommunications compound located in Gardner Park. In recent years this site has been at issue with residents concerned with its location in a general use park, continuous access by the tenants for equipment maintenance and upgrades, and aesthetics. These concerns have led to previous studies by Short Elliott Hendrickson Inc. (SEH®), centering on both equipment site upgraders and complete facility relocation, with initial discussions beginning during the design of the new Water Treatment plant in 2008.

Since then the City with SEH has worked with the residing Tenants in re-designing their installations to the water tower during recent technology upgrades. This has included the removal of the AT&T lattice towers at the catwalk, installing attachment brackets for cable routing along the inside face of the support columns and requiring the use of manufactured white coaxial cables, and installing a new roof handrail system to better distribute the placement of mounted equipment. All for the purpose of providing better aesthetics. However, the above improvements did nothing to address resident concerns regarding Tenant site access, aesthetic regarding the equipment compound, or noise related to compressor operation (equipment cooling). At this time many of the Tenant leases are up for renewal which presented an opportunity for a more serious discussion regarding Tenant relocation.

As stated above, the Gardner Street Water Tower serves the City of Wayzata, in part, as a communication transmission tower for commercial Tenants, as well as the City of Wayzata Public Works specific to its SCADA system. Current revenues generated by the City of Wayzata from commercial Tenants are over $300.000 annually, based on current lease information provided by the City, thus representing a relevant revenue stream.

On March 31, 2015, the City of Wayzata authorized SEH to provide an aerial assessment of multiple City sites for their consideration as future sites for telecommunications. Consideration for the tower site selection was based on a set criteria provided by the City with an emphasis on aesthetics. Other determining criteria was the need to maintain an equivalency in customer service that would equate equally to the coverage presently provided at the existing Gardner Street site. Further, the new facility would need to allow for future expansion and upgrades in Tenant technology. Sites under initial consideration were:

- Public Works Facility (299 Wayzata Blvd. West)
- Wayzata Middle School (149 Barry Avenue N)
- South Frontage Road (Lift Station #21)

These sites where assessed by an Unmanned Aerial Vehicle (UAV), or drone, with the purpose of simulating actual conditions in real-time as it relates to Tenant line-of-site as associated with radio frequency (RF) propagation used to determine signal coverage. The resulting information was then presented in a meeting to the Tenants by the City (April 24, 2015) for their input in determining the final location. Based on the review of information provided by the City of Wayzata and follow up responses from the represented Tenants, those being: AT&T, Sprint, T-Mobile, and Verizon, the Wayzata Middle School was selected. As directed by the City, SEH proceeded with the investigation into the feasibility of constructing a new communication tower.

Executive Summary (Continued)

As there are a number of design variations for tower construction; which include Lattice, guyed, monopoles, and specialty (Architecturally design), based on cost and aesthetics the City requested that the direction of the study center on a monopole. In addition to aforementioned criteria, this design has a smaller footprint and would accommodate the existing carriers as well as expansion and or consideration of technology upgrades. Initial costs for construction are estimated at $827,000.

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Feasibility Study Report

Wayzata Middle School Communication Tower

Prepared for City of Wayzata

1.0 Introduction

1.1 Project Background

Since the beginning of pager and cellular service, water storage facilities have been sought out by the communications industry as a choice location for siting its equipment. This is due in part to their elevation, and in many cases, proximity to user density. They can reduce the overall site construction costs for the tenant. In turn this has benefited cities with good service and a new source of revenue. Over time City Telecommunication ordinances were developed to prioritize the location of Tenants onto City properties for the purpose of developing a basis for additional revenue, but just as important, reduce/control what was being seen as a blight of self-supporting towers. This too would create facility issues as water storage towers, already questionable aesthetically with neighborhood residents, were becoming more obtrusive with the addition of attached Tenant equipment and associated ground equipment.

Over the years each of these issues has been accentuated for the City of Wayzata, and most specifically residents directly adjacent to Bell Courts. The addition of further Tenants and Tenant upgrades, due to changes in both technology and use, had translated into a greater and more frequent need for site access. The need for access and the visual changes to the tower would have the greatest effect on residences along Gardner Street East and Minnetonka Avenue North. Of additional concern to area residents was the noise generated from the cycling of the air conditioning compressor units used to reduce heat generation from equipment operation.

Initial discussions between area residents and the City centered on modifications to the ground equipment compound, beginning during design of the new water treatment plant in 2008. A study was requested by the City and completed by SEH, but was not moved forward due to estimated project costs on the options presented and construction of the treatment plant. Options presented were as follows:

Table 1
Telecommunications Site Improvements

Option	Description	Estimated Cost	Time Line to Completion	Final Compound Removal Date
1	Removal of the existing fence, adding a berm and vegetation	$61,500	Spring of 2015	
2A	Create inset compound and make temporary improvements to the existing compound	$176,400	Summer of 2017	2021
2B	2B – Construct a walled compound and make temporary improvements to the existing compound	$242,600	Summer of 2017	2021
2C	Construct an underground compound and temporarily improve the existing compound	$478,800	Summer of 2017	2021

Please see Appendix A.

The issue was brought forward again in 2012, and a Telecommunications Rehabilitation Options Report was presented to Council by SEH. This time consideration focus was on site relocation and estimated associated costs.

Since then the City and SEH have worked collectively to confront, as best as possible, issues directly related to Tenant installations on the tower. As upgrades were brought forward, SEH worked with their engineers to address equipment clutter by creating a roof handrail system and relocating AT&T from their lattice towers. Coaxial cables were replaced by fiber hybrid cables and routed onto new bracketing attached to the inside face of the support columns. Cables were installed with manufactured white jacketing (as required by the City), or white tape. Though this may have helped aesthetically, it was not enough, and could not alleviate continuing issues such as site access, compressor noise, and overall compound visibility.

In 2015, siting the renewal period for a number of its leases, the City determined that the timing was right to entertain discussions with its Tenants the question of relocation. The discussions were preempted by the completion of a siting study, the purpose of which was to provide an aerial assessment of multiple City sites for their consideration as future sites. These sites included:

- Public Works Facility (299 Wayzata Blvd. West)
- Wayzata Middle School (149 Barry Avenue North)
- South Frontage Road (Lift Station #21)

These sites were assessed to simulate actual conditions as related to Tenant requirements for line-of-site as associated with radio frequency (RF) propagation used to determine signal coverage. The results of the assessment were presented to the Tenants at a meeting held April 24, 2015. At the conclusion of the meeting, Tenants, including AT&T, Sprint, T-Mobile, and Verizon, were requested to independently review the report and provide their own assessment of the proposed sites to determine which would provide coverage similar to the existing Gardner Street water tower. The consensus of the Tenants was the Wayzata Middle

School. The results of the survey and input from City staff were supported by City Council. At their direction SEH was contracted to proceed with the investigation into the feasibility of constructing a new communication tower at the site.

2.0 Tower Selection

Consideration for the tower selection was based on a set criteria with an emphasis on aesthetics as a driving factor for the project. Other determining criteria related to the towers need to maintain an equivalency in customer service that would equate to equal coverage by the current carriers as compared to the existing Gardner Street site. Furthermore, the new facility would need to consider expansion or upgrades in technology that may be required by each carrier from time to time.

It was determined early in the project through meetings with City staff that the design criteria should be reduced to consideration of a monopole in lieu of a lattice, or guyed style tower. A monopole would provide the least obtrusive design, require the smallest footprint, and could be the most cost-effective option for construction.

In a previous phase of the project, SEH investigated three sites as identified by the City for consideration. These sites included the following:

- Public Works Facility (299 Wayzata Blvd. West)
- Wayzata Middle School (149 Barry Avenue N)
- South Frontage Road (Lift Station #21)

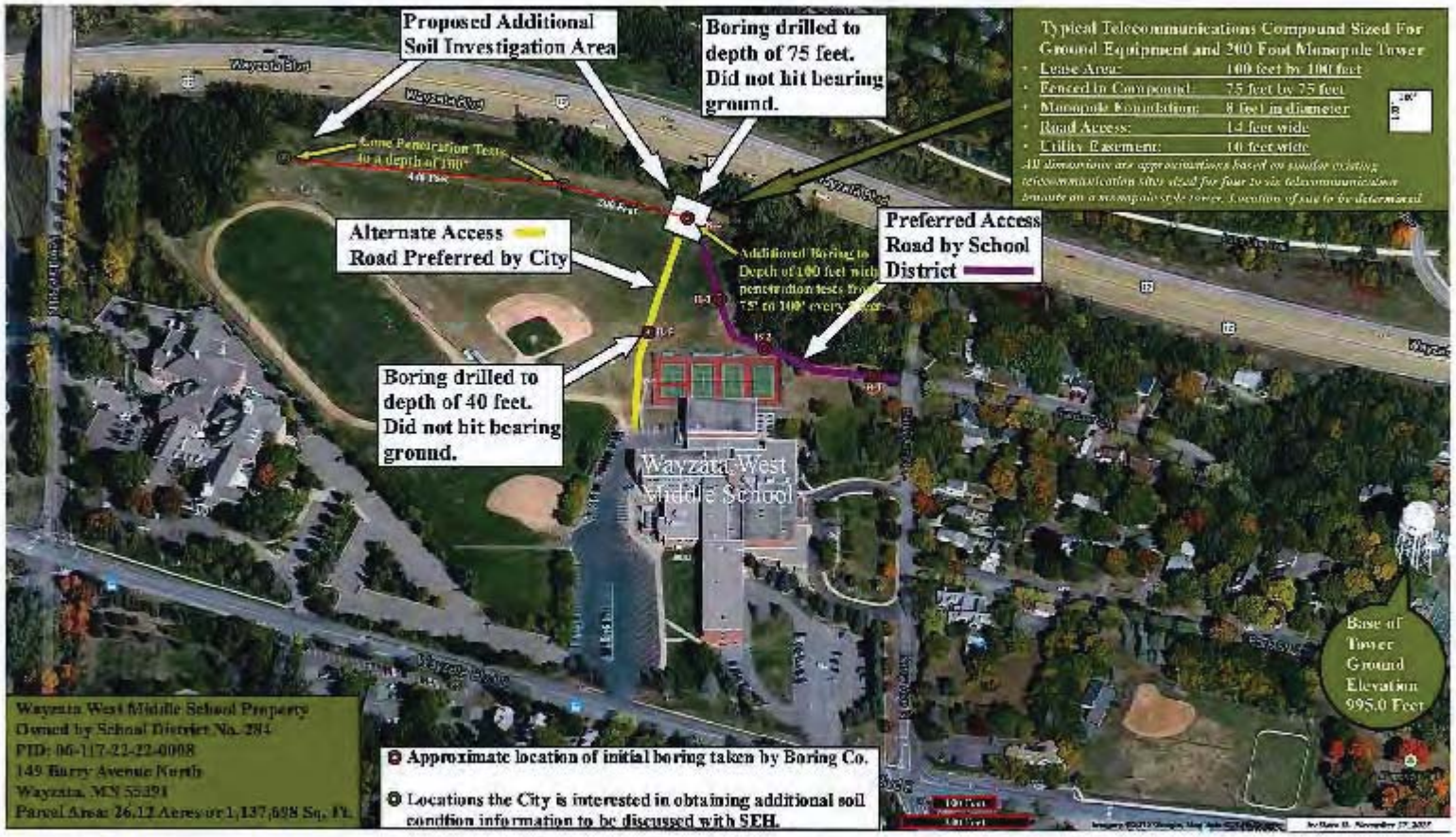
On March 31, 2015, SEH was contracted for performance of a video fly-over using an Unmanned Aerial Vehicle (UAV), or drone, at each of the sites. The purpose of which was to simulate actual conditions in real-time of vertical elevations at 10 ft. intervals to identify line-of-site issues associated with radio frequency (RF) propagation. RF propagation studies would be used by the carriers in determining signal coverage. It further simulated the current radiation or RAD centers of the carriers. The findings from this report were shared at a joint meeting commenced on April 24, 2015, attended by the City, SEH representatives, and current Tenant representatives. As identified in the SEH memorandum presented to the City of Wayzata dated June 17, 2015, based on review of the information provided inclusive of the City of Wayzata, the Tenant (carrier) meeting and follow up responses, it was the opinion of SEH that the Middle School site be considered as the site for construction of a new tower and future relocation of carrier equipment. (Please see Appendix B)

Initiation of the feasibility study began with a meeting between the City, SEH and representatives of the Wayzata School District No.284. The purpose of the meeting was to provide the school with a proposed project overview. This included discussion of the Following:

- Tower structure and compound
- Proposed location and footprint on its property
- Proposed points of access
- School site safety concerns
- Lines of communication and means of access (study related)

Specific to the tower, discussion focused on the approximate height, lease area requirements, fenced in compound and points of access. Identified were locations off Wayzata Blvd. E, through the schools parking lot, and Barry Avenue N.

Figure 1 – Wayzata Middle School Site Map



Initiation of the field investigation commenced with staking to identify the proposed locations for soil borings to be used to confirm the feasibility of the middle school location for both the tower and the access road. Utility locates were coordinated by SEH. This information would be further used to determine the availability/proximity with respect to the proposed compound location.

Figure 2 – Wayzata Middle School Boring Log

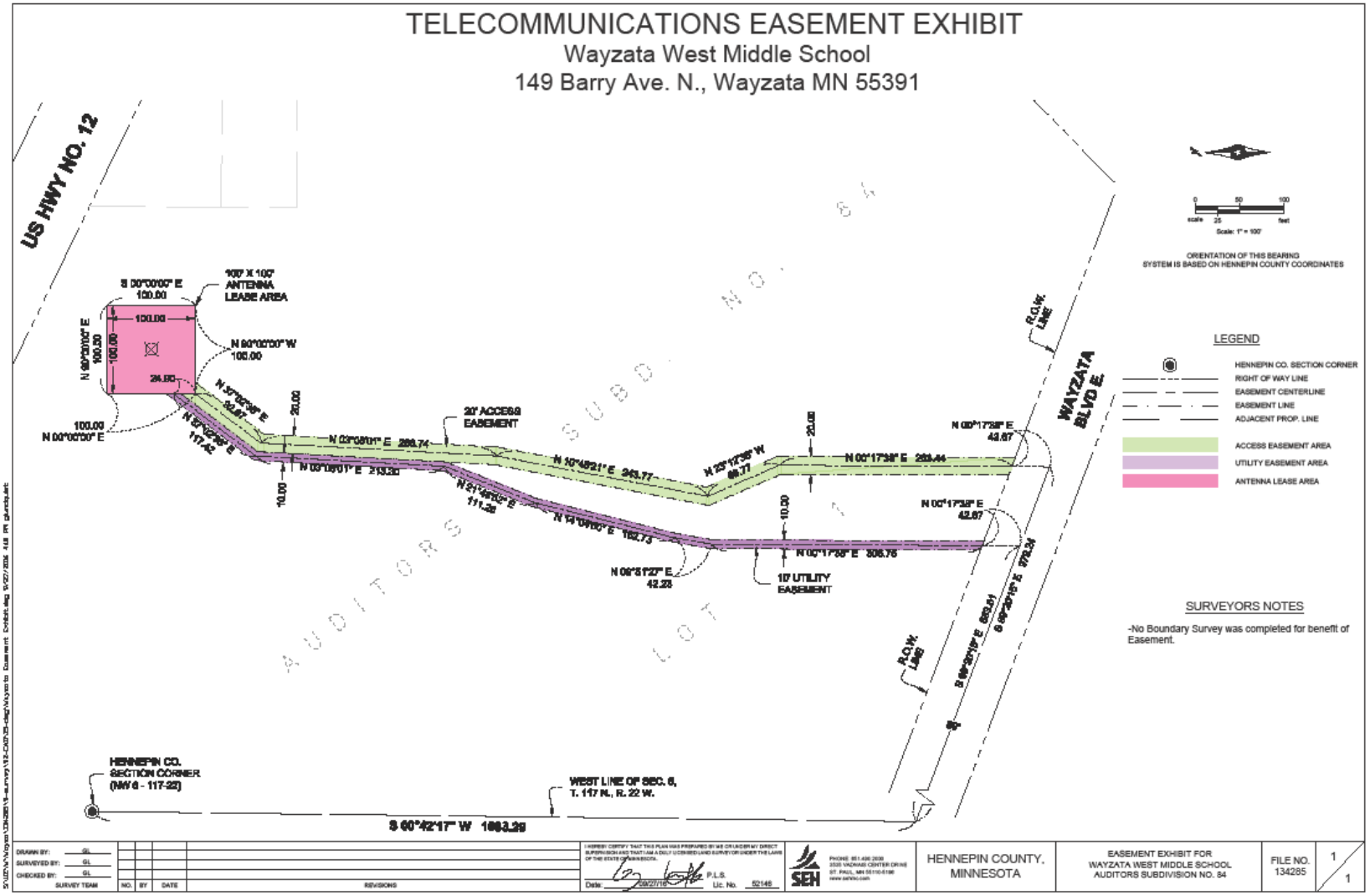
Point	Northing	Easting	Elevation
B - 1	167513.262	465286.216	965.220
B - 2	167579.721	465075.221	961.350
B - 3	167737.963	465081.946	959.980
B - 4	167793.213	464985.716	960.720
B - 5	167591.972	464912.701	961.480
CPT 1	167921.618	464778.948	960.880
CPT 2	167960.558	464338.978	961.150

Soil boring locations, as identified in the SEH survey discussion above, were completed by Braun Intertec on October 16, 2015. The results included in that report dated February 4, 2016, identified near surface existence of peat and silty sand, and groundwater at depths between 5 ft. and 12.5 ft. Hard, sandy-lean clay was encountered at approximately 70 feet, with poorly graded sand identified at the bottom of the boring.

On December 4, 2016, additional testing was performed due to poorer than expected soil conditions. This included the investigation of two more sites using SPT borings and cone penetrometer testing (CPT). The results, inclusive of the additional testing as outlined in the report, and stated in the SEH memorandum dated December 15, 2015, state that competent soils were located at boring B-4, and appear to be most favorable for foundation construction. The summation of the report confirms the feasibility of the proposed tower at the selected Wayzata Middle School location. (Please see Appendix C)

Next was consideration of site access. Two routes were initially considered to the tower, the first along the tree line in the northeast corner of the school property and accessible from Barry Street. The second proposed access was from the school parking lot and cutting through the school grounds. Though soils were identified per the soils report as questionable, area residents had expressed that the City consider the second proposed access point through the school to minimize any additional traffic on Barry Street; which is the recommendation of this report.

Figure 3 – Barry Avenue Easement Exhibit



A complete site survey and legal description was completed by SEH following confirmation of recommendations for the site, as provided in the soils report, site regulatory clearance, and completion of a property agreement between the Wayzata School District and the City of Wayzata. (Please see Appendix D) Additionally, a property report was requested by SEH on behalf of the City of Wayzata from Land Title. The applicant being Independent School District No.284 for the property identified as 149 Barry Avenue North, Wayzata, Minnesota 55391. (Please see Appendix E)

3.0 Campus Safety Concerns

Safety issues relating to the proposed selected site evolved around access and radio frequency (RF).

Based on the request for proposed access through the school parking lot, school concerns focused on timing as related to both daily project work and work in general. Limitation to driveway access includes 45 minutes prior to the start of school and 30 minutes after dismissal to allow for busses dropping off and picking up students. Additionally, the school expressed a preference for major work to take place while school is in session, while staff is available to better monitor site access and work progress. Specific to notification, the school had requested the following:

- 48 hour notification – General work
- 24 hour notification – Emergency access

During the meeting between school officials, the City, and SEH, the question was brought up about maintaining safety while activities are occurring at the adjacent fields. The consensus was that field activities were far enough away from the proposed site. Site safety would be maintained by incorporating permanent fencing around the perimeter of carrier equipment in the project design. Temporary fencing would be required and installed to segregate the work zone during periods of construction and or upgrading.

Specific to concerns regarding RF, the following recommendations were made at the above referenced meeting:

- A radio frequency meter would be purchased by the City as part of the project, and kept at the Middle school to be made available to parents/residents upon request
- As an enhancement for the purpose of providing basic information regarding RF safety to the general public, educational materials incorporating FCC regulatory requirements could be developed and provided for the school and distributed on a per requested basis.

4.0 Regulatory Due Diligence

With consideration by the City in constructing a new communications tower, it was the responsibility of the City to complete regulatory due diligence associated with the property under consideration. Should the City move forward with the project; the information obtained will be required by each carrier as part of their documentation package as they proceed in the relocation of their equipment to the new facility. As per the project scope, SEH has completed the following:

The 1A Certification was completed directly by SEH and included a survey identifying the proposed horizontal coordinates for the center of the tower, both Latitude (NAD 83) 44 degrees 58 minutes 37.06 seconds North, and Longitude (NAD 83) 93 degrees 31 minutes

07.06 seconds West. Vertical data was based on an assumed tower height of 199 ft. above ground level (AGL). (Please see Appendix F)

Based on an air space analysis performed on 10/5/16, the coordinates for the proposed tower as outlined in the 1A Survey proved to be out of tolerance in the FAA Notice Criteria Tool. The FAA requested that this structure be filed. SEH initiated the FAA filing on 10/04/16, and forecast completion within ninety (90) days. (Please see Appendix F)

Both the Phase 1 Environmental Site Assessment (ESA) and National Environmental Policy Act (NEPA) were completed by Impact 7G, Inc. of Johnston, Iowa.

We have provided a spreadsheet (See Table 2 below) identifying the results on each of these regulatory segments. As stated in the attachment specific to the Environmental Site Assessment and within their Executive Summary, based on the data gathered, there is no further investigation warranted for the property at this time. Though two non-scope ASTM considerations were included, due to the absence of structures on the property, the risk of Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP) exposure is minimal. (Please see Appendix G)

Table 2
Project Summary

Report Component	Sec.	REC[1]	CREC[2]	HREC[3]	De Min[4]	Non-ASTM	Further Action	Comments
Current Property Use	1.0						NO	
Adjacent Properties	3.3						NO	
Historical Review	5.3						NO	
Previous Reports	4.7						NO	
User Provided Information	4.0						NO	
Regulatory Database Review	5.0						NO	
Site Reconnaissance:	6.0						NO	
• Hazardous Materials							NO	
• Petroleum Materials							NO	
Vapor Encroachment Screen	7.0						NO	
Interviews	8.0						NO	
ASTM Non-Scope:	13.0						NO	
• Lead Based Paint						X	NO	
• Asbestos						X	NO	

[1] Recognized Environmental Condition – See Definition in Executive Summary
[2] Controlled Recognized Environmental Condition – See Definition in Executive Summary
[3] Historical Recognized Environmental Condition – See Definition in Executive Summary
[4] De Minimis Condition – See Definition in Executive Summary

The NEPA investigation was finalized upon the completion of the Tower Construction Notification System (TCNS), as provided with the aforementioned spreadsheet. To date one (1) tribe (Crow Creek Sioux) has granted conditional approval based on the requirement of having their own monitor on the site during construction at the City's expense. Upon project approval by the City and confirmation of an approved construction schedule, SEH will

communicate with the tribe to coordinate site monitoring and determine estimated fees, which are anticipated to be a few thousand dollars.

Table 3
NEPA Checklist

Site #: N/A	Site Name: Wayzata Middle School	Site Address: Wayzata, MN 55391		
FCC Category	**Fed/State Agencies**	**Summary of Negative Impacts**	**Check Box**	
			Yes	**No**
1. Will the facility be located in an officially designated wilderness area?	National Park Service, Bureau of Land Management, National Wilderness Preservation System			X
2. Will the facility be located in an officially designated wildlife preserve?	U.S. Dept of Interior – Fish & Wildlife (USFWS)			X
3. Will the facility affect listed or proposed threatened or endangered species or designated critical habitat?	USFWS			X
4. Will the facility affect districts, sites, buildings, structures or objects listed, or eligible for listing on the National Register of Historic Places?	State Historic Preservation Office			X
5. Will the facility affect Indian Religious sites:	U.S. Dept of Interior – National Park Service	See Tribal Summary Table in Appendix D		X*
6. Will the facility be located in a Flood Plain?	Federal Emergency Management Agency			X
7. Will the facility construction involve significant change in surface features?	National Wetlands Inventory – US Fish and Wildlife Services			X
8. Will the antenna towers and/or supporting structure be equipped with High Intensity White Lights	Federal Aviation Administration	Client responsibility		X
9. Will the facility result in human exposure to radiation in excess of the applicable safety standards?	Federal Communications Commission	Client responsibility		X

**The Crow Creek Sioux Tribe requests a Tribal Monitor to be present during construction at this site.*

4.1 Conclusion

In conclusion, the proposed project facility does not appear to significantly affect any of the FCC Special Interest items; therefore, no further investigation is warranted at this time.

Figure 4 – TCNS Log

Tribe Name	1st Notification Completion	2nd Notification Completion	3rd Notification Completion	4th Notification Forecast	Tribal Survey Completion	Ethnographic Report Completion	Tribal Response/ Approval Forecast	Tribal Response/ Approval Received	Tribal Comments
Crow Creek Sioux	3/18/2016				6/15/2016			7/6/2016	Approved, but Tribal Monitor required to be onsite during construction at City's expense. Fees Assessed
Fort Peck	3/18/2016					6/2/2016		7/6/2016	Fees Assessed
Northern Arapaho	3/18/2016					6/2/2016		7/5/2016	Fees Assessed
Omaha	3/18/2016	5/22/2016	6/22/2016					6/29/2016	Fees Assessed
Wyandotte	3/18/2016	5/22/2016	6/22/2016	7/22/2016			8/5/2016		
Yankton	3/18/2016				6/15/2016		8/5/2016		
Chippewa Cree	3/18/2016							5/27/2016	Fees Assessed
Crow Tribe	3/18/2016							5/27/2016	Fees Assessed
Fort Belknap Indian Community	3/18/2016							5/27/2016	Fees Assessed
Keweenaw Bay Indian Community	3/18/2016							5/27/2016	Fees Assessed
Lac du Flambeau	3/18/2016							5/27/2016	Fees Assessed
Lac Vieux Desert Band of Lk Superior Chippewa	3/18/2016							5/27/2016	Fees Assessed
Lower Sioux Community of Minnesota	3/18/2016							5/27/2016	Fees Assessed
Menominee	3/18/2016							5/27/2016	Fees Assessed
Northern Cheyenne	3/18/2016							5/27/2016	Fees Assessed
Ottawa	3/18/2016							5/27/2016	Fees Assessed
Ponka	3/18/2016							5/27/2016	Fees Assessed
Red Cliff	3/18/2016							5/27/2016	Fees Assessed
Santee Sioux	3/18/2016							5/27/2016	Fees Assessed
Sisseton- Wahpeton Oyate	3/18/2016							5/27/2016	Fees Assessed
Spirit Lake Nation	3/18/2016							5/27/2016	Fees Assessed
Turtle Mountain Band	3/18/2016							5/27/2016	Fees Assessed
Upper Sioux Community of Minnesota	3/18/2016							5/27/2016	Fees Assessed

5.0 Financial Cost Assessment

As discussed above, recommendations for the new tower have been narrowed to a monopole design for reasons of aesthetics, functionality, and cost. As part of the study scope, SEH has reached out to two qualified area contractors for estimated project costs based on the proposed project parameters. (Please see Appendix H) The Estimated costs are shown in Table 3 below:

Table 4
Estimated Costs

Contractor	Estimated Construction Cost
Vertical Limit Construction, LLC	$624,177.46
Vinco Inc.	$451,200.00

A breakdown of these costs was provided in the February 15, 2016, letter provided by SEH and is provided as an attachment to this report. (Please see Appendix H) A revised project estimate was requested to be inclusive of associated costs for the decommissioning of the Gardner Street site, information that was not part of the original contractor estimates, but is included in Table 4 below:

Table 5
Telecommunications Tower Feasibility Study Relocation Cost Estimate

Item #	Description	Wayzata Middle School Monopole
1.0	**PREPARE NEW SITE**	
1.1	Detailed Bid Specifications & Construction Documents	$ 30,000
1.2	Clear and Grade Compound and Tower Locations	$ 55,000
1.3	Access Drive	$ 30,000
1.4	Utility Right of Way Improvements	$ 46,000
1.5	Tower Structure w/Foundation (installed)	$ 350,000
1.6	Ice Bridge to Compound w/Spurs to Tenants	$ 15,000
1.7	Equipment Shelter Compound: Aggregate, Gate, Fence.	$ 65,000
1.8	Site Grounding System	$ 15,000
1.9	New Electrical Service	$ 78,000
1.10	City Project Mgmt (Admin, Legal & Coordination)/Inspection	$ 35,015
1.11	Subtotal	$ 719,015
1.12	Contingency 15% construction cost	$ 107,852
1.13	**New Site – Estimated Project Cost:**	**$ 826,867**
2.0	**RELOCATE / ADD TENANTS (at Tenant Expense)**	
2.1	**City related PM / Coordination / Legal**	**$ 15,000**
3.0	**DECOMMISSION AND CLEAN UP @ GARDNER SITE**	
3.1	Remove Chain Link Fence	$ 2,000
3.2	Remove Cables and Ice Bridges	$ 3,000
3.3	Remove all Brush and Aggregate	$ 3,000

3.4	Grade and Sod site	$ 5,000
3.5	Project PM and Construction Admin.	$ 2,000
3.6	Subtotal	$ 15,000
3.7	Contingency	**$ 1000**
3.8	**Gardner Site Clean Up – Estimated Project Cost (City Expense)**	**$ 16,000**

Assumptions/Qualifications

1. Tower material pricing assumptions listed below:
   a. 195' monopole
   b. 5 antenna platforms with handrail kit, 12'face, no antenna pipes
   c. Loading:
      – 5 carriers each with (12) antennas and (12) 1-5/8 coax lines
      – Structure Class II, Exposure Category C, Topography Category 1
2. Tower foundation pricing based on 9' diameter by 57'-6" depth caisson.
   a. 9' diameter, 57'-6" length
   b. Slurry water disposed of on site
   c. Spoils removed from site
3. Soils information from geotechnical report furnished by SEH Engineer.
4. Access road – 12' wide, 690' long, ground stabilization fabric, 6" aggregate surfacing
5. Tower compound – 75' by 75', ground stabilization fabric, 6" aggregate surfacing
6. Fencing – 6' standard chain link, driven posts (no concrete)
7. Electric – 6-gang multi-meter fed with (6) 500 MCM conductors. Utility transformer located within 10' of metering equipment.
8. Fiber/Telco – not included.
9. Grounding – standard system, #2 solid, tinned conductor and 5/8" by 10' long ground rods.
10. Pricing does not include any carrier work.
11. All work completed in "no frost" conditions.

With respect to engineering, SEH proposes a fee of $65,015 inclusive of design and specification development, bidding, construction administration, and construction observation. Upon completion of the feasibility study, SEH will provide the City of Wayzata with a final estimate based on the City's review and any final changes to the overall project scope. Our submission will include a comprehensive breakdown of tasks associated with our scope of work and corresponding fee.

6.0 Project Schedule

The table below outlines a tentative project schedule that gives consideration to forthcoming lease renewals by the carriers and the request by Wayzata Middle Schools to complete construction prior to the start of the 2017 -2018 school year.

Table 6
Project Schedule

Activity	Date
Engineering Phase	
Engineering Awarded	November 1, 2016
Project Initiation Meeting	Week of November 1, 2016
Development – Plans/Specifications	November 2, 2016
Tenant Meeting	December 8, 2016
Review by City Staff	December 15, 2016
Final Plans/Specifications	January 9, 2017
Bid Phase	
Project Approval by Council	January 17, 2017
Ad for Bid	January 23, 2016 - Depending on Publishing Date Req.
Pre Bid Meeting	February 9, 2017
Contractor Qualification Assessment	February 16, 2017
Bid Opening	February 23, 2017
Council Award	March 7, 2017
Contracts to Contractor	March 14, 2017
Construction Phase	
Submittal Review	April 7, 2017
Preconstruction Meeting	May 30, 2017
Site Mobilization/ Foundation Development	June 6, 2017
Tower Erection/Site Utilities/Tenant Ground Equipment	July 6, 2017
Access Road Development and Final Landscaping	August 5, 2017
Begin - Tenant Monopole Installations	September 4, 2017
Substantial Completion - Tenant Monopole Installations	October 6, 2017

Note: The above represents estimated dates

It has been identified by the City that due to the project type the City will need to go through the conditional use permitting (CUP) process, taking approximately 60 days to complete. It is our understanding that it is the City's intent to proceed with this process in tandem with other activities as outlined in the above schedule, with completion prior to contractor award.

7.0 Feasibility and Recommendation

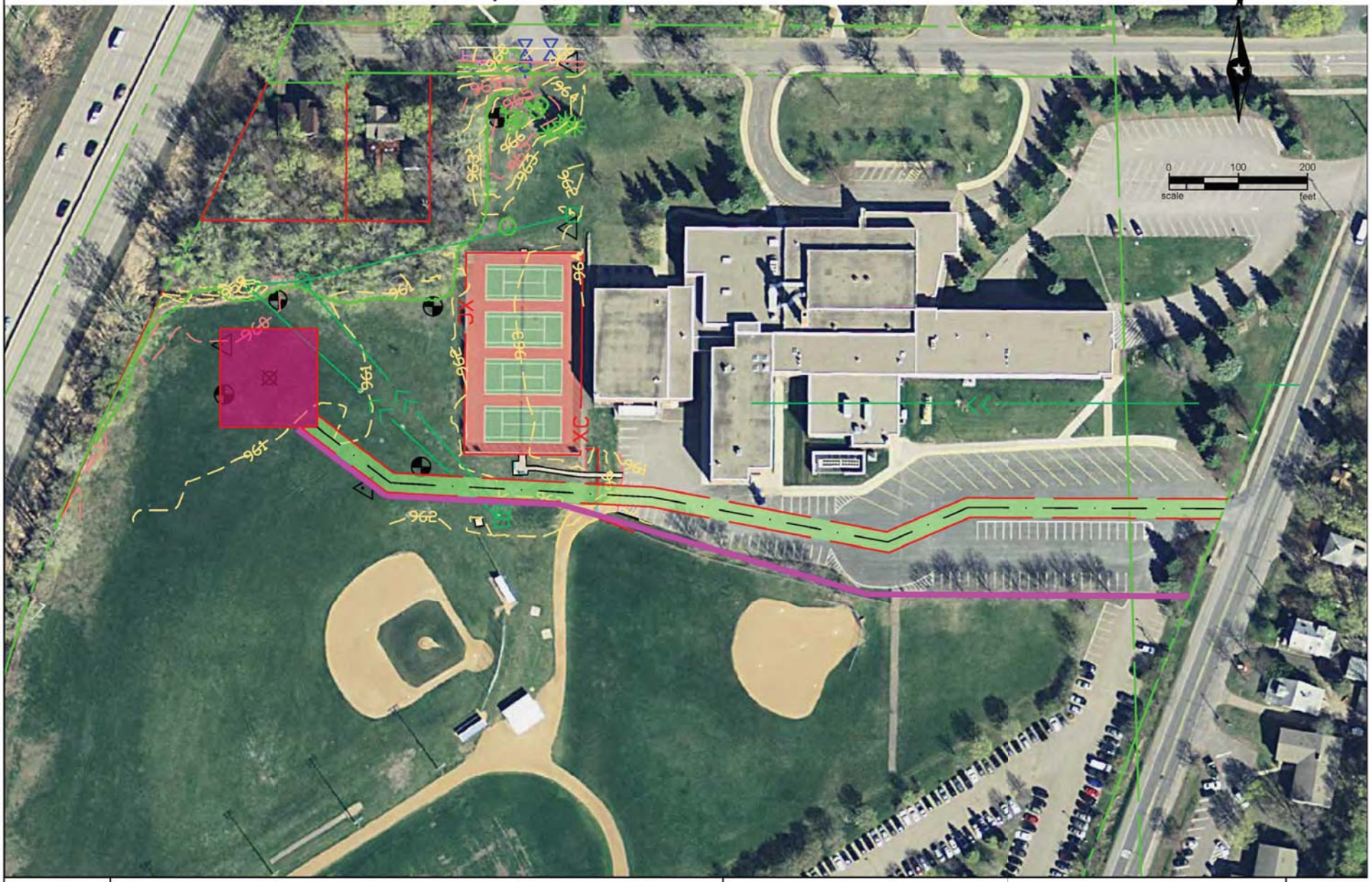
As discussed in the introduction, water storage facilities have been utilized by Tenants for their height and location from the beginning. However, over the years the sheer number of Tenants and their equipment necessary to provide needed services for voice, data and streaming would ultimately create facility issues. The City of Wayzata neighborhood residence have become increasingly disturbed by equipment noise, continuous Tenant access, and the obtrusiveness of both the equipment compound and the Gardner Street water tower itself.

The City views telecommunication services as an important asset to the existing and future growth of the City. Based on considerations for location design parameters, cost, construction

scheduling, Tenant disruptions (service) and/or site reestablishment, and overall aesthetics, SEH recommends consideration by the City for new tower construction at the Wayzata Middle School site. We believe it is the option that most completely satisfies the criteria set by the City of Wayzata and that of the Tenants for providing continued telecommunications service today and for the future to the benefit of both area businesses and its residents.

dmk

Wayzata Middle School
Proposed Cell Tower Site Plan Exhibit



DRAWN BY: SK

CHECKED BY: GL

SURVEYED BY: GT

Wayzata West Middle School Property
Auditors Subdivision No. 84
Wayzata, MN

SEH

PHONE: 651 491 2000
3535 VADNAIS CENTER DRIVE
VADNAIS HEIGHTS, MN 55110-5196
www.sehinc.com

NO.	BY	DATE	REVISIONS

Wayzata West MIddle School Property
149 Barry Avenue North
Wayzata, MN 55391
Telecommunications Tower

FILE NO
134285

DATE
03/01/16

REV. NO.
1

Proposed 10 Foot Utility Easement

S:\UZ\W\Wayza\134285\9-survey\92-CAD\15-dwg\Wayzata Topo.dwg 3/9/2016 3:15 PM glundquist

BROOKFIELD
FIRE DEPT.
AMBULANCE
2012

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

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

City Manager:
Jeffrey Dahl

DATE: **October 27, 2016**

TO: **The Honorable Mayor and Members of the City Council**

FROM: **Jeffrey Dahl, City Manager**

SUBJECT: **Request of Gianni's Steakhouse to Amend Approval of Patio Structure on Right-of-Way from Temporary to Permanent**

Background

In May 2016, the City Council approved a temporary right-of-way encroachment permit for Gianni's Steakhouse to add a temporary pergola structure to their outdoor dining patio. As part of the Council approval, the pergola was allowed to be in place from April through October, which is the same timeframe the City allows the outdoor dining patio and temporary sidewalk extender within the City's right-of-way. A condition of the Council's approval of the temporary encroachment permit was that the pergola must meet the building code requirements and the owner must obtain a building permit from the City. The City subsequently issued the building permit for the pergola and the pergola was constructed as approved by the Council.

Update

Gianni's is now requesting that the pergola structure be allowed to remain in place year-round. The business owner, Terri Huml, has stated that removing the pergola or moving the support posts further back from the curb is not feasible due to the anchoring of the pergola to the sidewalk.

Staff Recommendation

City staff is concerned about the permanent encroachment into the right of way. Once the temporary sidewalk extender is removed, the supporting posts will be located within inches of the back of the curb. The location of the supporting posts would interfere with the City's maintenance of the street. Attached are some pictures that show the close proximity of the frontend loader that normally plows Lake Street during snow season. In the event the snow plow blade would ride up and over the curb due to icy conditions, ice chunk or other debris, the 4x4 post or posts attached to the curb would be immediately damaged or knocked loose from the curb, thus possibly causing the structure to collapse to the ground, which would create a safety issue on the sidewalk. In addition, staff is concerned about liability due to the current placement of the 4x4 posts without the sidewalk extender, which could include parked cars hitting their passenger doors when opening them, unaware an object is so close to the curb which one would not normally expect.

City Council Action Requested

Staff recommends that the City Council deny the request from Terri Huml to extend the temporary encroachment permit beyond the April to October timeline originally approved by the Council.

Drivers Would Not Normally Expect When Parking in a Public Parking Stall That They Could Hit an Object When Opening Car Door
4x4 Posts Bolted to Curb

If While Opening Passenger Door, the Door Hits the 4x4 Post, Claim Could be Made Against City for Damages.
If Vehicle was Parked at Back End of Parking Stall, the Back Passenger Door Could Hit the 4x4 Post When Opening Door if Not Paying Attention.
Back End of Parking Stall