

WAYZATA CITY COUNCIL MEETING AGENDA
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, September 4, 2018

4:15 p.m. Dinner Available for Wayzata City Council - Conference Room

WORKSHOP TOPICS FOR DISCUSSION:

- 1. 2019 Enterprise Funds Preliminary Budgets (4:45 pm)**
- 2. Three Rivers District Master Plan Introduction and Lake Effect Design Update (5:45 pm or immediately following)**

7:00 PM - CITY COUNCIL MEETING

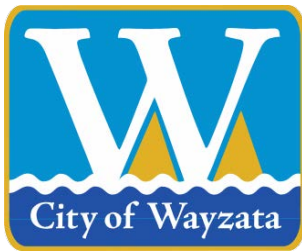
ITEM	DESCRIPTION	PRESENTER	DK	ST	KW	JM	AP	VOTE	PAGE #
1	Call to Order								
2	Pledge of Allegiance								
3	Roll Call								
4	Approve Agenda								
5	Public Forum - 15 Minutes (3 min/person)								
a.	Proclamation Declaring 9/9-9/15 Direct Support Professionals Recognition Week c/o Hammer Residences	Willcox							
b.	Intro of Mike Kelly, Public Works Director/City Engineer	Dahl							
c.	Promotion of Pancake Breakfast on September 16	Klapprich							
d.	James J. Hill Days Update	Pierson							
e.	Lake Effect Design Update	Jordan							
6	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.									
7	Consent Agenda								2
a.	Approval of City Council Workshop Meeting Minutes of August 9, 2018, City Council Regular Meeting Minutes of July 31, 2018, and City Council Regular Meeting Minutes of August 9, 2018								
b.	Approval of Check Register								
c.	Approval of Municipal Licenses								
d.	Approval of Second Reading of Ordinance No. 783 Adopting City Code of Ordinances								
e.	Approval of Preliminary Geotechnical Services for the Lake Effect Project								
8	New Business								
a.	Consider Amendment to Police Services Contract with the City of Long Lake	Dahl							77
b.	Consider Approval of Plans for Police Memorial at City Hall Campus	Dahl							82
c.	Consider Approval of Resolution No. 48-2018 Certifying to the County Auditor the Preliminary Property Tax Levy for 2019	McDonald							92
d.	Consider Approval of Resolution No. 49-2018 for the 2019 Fee Schedule	McDonald							120
9	City Manager's Report and Discussion Items								
10	Public Forum (as necessary)								
11	Adjournment								

Meeting Rules of Conduct:

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

Upcoming Meetings:

City Council - September 18 & October 2, 2018
Planning Commission - September 5 & 17, 2018



City of Wayzata City Council Agenda Report

MEETING DATE: September 4, 2018	AGENDA ITEM: 7a
TITLE: Approval of the City Council Workshop Meeting Minutes of August 9, 2018, and City Council Regular Meeting Minutes of July 31, 2018 and August 9, 2018	
PROPOSED MOTION: To Approve the City Council Workshop Meeting Minutes of August 9, 2018, and City Council Regular Meeting Minutes of July 31, 2018 and August 9, 2018	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends approval of the attached draft minutes.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Draft City Council Workshop Meeting Minutes of August 9, 2018
2. Draft City Council Meeting Minutes of July 31, 2018
3. Draft City Council Meeting Minutes of August 9, 2018

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**WAYZATA CITY COUNCIL
WORKSHOP MEETING MINUTES
August 9, 2018**

6:00 PM Wayzata Municipal Liquor Operations Update

Mayor Willcox called the meeting to order at 7:00 pm in the Community Room at Wayzata City Hall.
Council Members present: Koch, McCarthy, Plechash and Tyacke. Also present: City Manager Dahl, Bar and Grill Manager Jeff Pietrini, and Liquor Store Manager Kevin Castellano.

Mr. Dahl indicated that the intent of this work shop discussion will be for “Muni” managers to provide an update on year to date financials, capital improvement planning, and follow up from the previous quarterly report.

Mr. Castellano provided an update with the Liquor Store including year to date financials, update of 2018 Business Plan, staffing challenges and changes, and 2019 Capital Improvement Planning Items.

Mr. Pietrini provided an update with the Bar and Grill including year to date financials, update of 2018 Business Plan, staffing challenges and changes, and 2019 Capital Improvement Planning Items--- including the patio and interior redesign proposals.

Mr. Dahl asked for feedback regarding a potential Council-event where the Council would volunteer at the Muni facilities as a way to say “thank you” to customers, to promote that all profits go back into the community, and to get a better perspective on those operations.

The Council thanked Mr. Pietrini and Mr. Castellano for their hard work and positive results.

The workshop meeting was adjourned at 6:50 pm.

Respectfully submitted,

Becky Malone
City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
July 31, 2018

AGENDA ITEM 1. Call to Order.

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

AGENDA ITEM 2. Pledge of Allegiance.

AGENDA ITEM 3. Roll Call.

Council Members present: Koch, McCarthy, Plechash and Tyacke. Also present: City Manager Dahl, Director of Planning and Building Thomson, Interim Public Works Director/City Engineer Kelly, and City Attorney Schelzel.

AGENDA ITEM 4. Approve Agenda.

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

AGENDA ITEM 5. Public Forum.

a. Recognition of Retiring City Clerk Becky Malone

Mr. Willcox congratulated Ms. Malone on her retirement, stated the City's appreciation for her hard work throughout the years, and presented a retirement recognition clock. City Manager Dahl thanked Ms. Malone for 16 years of service to the community. City Clerk Malone thanked everyone and for the recognition and stated she enjoyed her 16 years of service to the community.

b. On-going Construction

Nancy Schussler stated she owned a duplex at 232 Central Avenue South. She expressed concern about ongoing construction since 2011 in their neighborhood as noise from the construction was year-round. She had spoken with over 70 people in the neighborhood about her concerns and many were also concerned about the constant noise, increased traffic, traffic safety rules not being followed, dust and vibration from the trucks, and parking issues. She indicated 55 people signed a petition requesting the City Council amend the current noise Ordinance. She also indicated people had requested the City develop a plan so one small area in a neighborhood was not inundated with construction on their block. Ms. Schussler noted the current noise Ordinance was not being followed by contractors and there was confusion as to whether construction itself can occur before 7:00 a.m. and after 6:00 p.m., or could construction happen during those hours, but it had to be "quiet construction." She wanted the noise Ordinance to be amended so contractors could work Monday through Friday with 8 hours being allowed on Saturday and no work on Sunday. She also requested the following: Ordinance language be clarified and specify whether contractors had to be off-site completely by 6:00 p.m. or whether only the noise had to stop at 6:00 p.m.; once the Ordinance is changed, that the City educate developers and the police on the details of the Ordinance; and, the City develop a more rigorous enforcement plan, so the residents didn't need to make the complaints. She requested stiffer consequences for violating the Ordinance such as fines for violations, a 3-strike rule, and that chronic offenders are prohibited from developing in the City. She also requested a task force be appointed to determine whether there is a viable plan, so a small area was not being hit constantly with new construction.

Mr. Dahl indicated his concern about changing the noise Ordinance to not allow activity after 6:00 p.m. because of the high number of owner home improvement projects, noting it would be difficult to enforce all construction type activities on private property.

Director of Planning and Building Thomson stated staff had been discussing an amendment to the fee schedule to specifically address violations and fines associated with it, which would be

1 brought forward at the next Council meeting. He noted under the Ordinance they could issue an
2 administrative citation and had recently done so on a project but discovered the fines in the
3 Ordinance were very limited and not sufficient.

4 City Attorney Schelzel stated a violation of any part of the City Code was a misdemeanor
5 and State Statutes defined fines and/or imprisonment. He indicated the City had discretion to
6 prosecute on that level. He stated for offenses such as this the City has used an administrative
7 citation. He stated the Code had tools, but needed to look closely at it, so they did not limit activities
8 they did not want to discourage.

9 Mr. Dahl stated staff has spoken with the developer and the residents separately, but they
10 have not had everyone together in trying to come up with an understanding or compromise. He
11 suggested they have everyone get together to discuss the concerns as the next step.

12 City Attorney Schelzel noted the licensing Ordinance was another way the City could
13 enforce compliance.

14
15 Cathy Iverson, 220 Central Avenue South, stated a resident home improvement project or minor
16 construction would probably not fit into this or be a concern, but a large development where there
17 was heavy construction being done should follow the same rules. She indicated the neighborhood
18 deserved to have some quiet time. She noted the contractor told City staff he would adhere to the
19 ordinance, but two days later he was on the job site after 6:00 p.m. She wanted additional
20 enforcement of the Ordinance and if the Ordinance was not going to be enforced, then it should go
21 away. Ms. Iverson felt developers continue to abuse the Ordinance and don't care because they
22 know the City won't do anything. She wanted her neighborhood to have one day of absolutely no
23 construction. She did not want it to be the neighborhood's responsibility to police the Ordinance.
24 She believed they would start to follow the Ordinance if someone get to know the developer, the
25 crews, and the job site.

26 Mr. Willcox pointed out that City staff was small and generally the Ordinances were
27 enforced by resident complaints, but he believed there were changes the City could make

28 Mr. Tyacke stated he would like this to be added as a future item and for staff to provide
29 the Council with recommendations and a revised fee schedule.

30 Mrs. McCarthy agreed with Mr. Tyacke and wanted to see this on the next agenda. She
31 stated her biggest concern was that complaints came from the same developer.

32 Mr. Plechash believed this was situational and this type of neighborhood was different than
33 in other parts of the City. He stated he was in support of no construction work on Sundays.

34 Mr. Koch stated this was in his neighborhood and he could confirm there was construction
35 noise. He stated he was not in favor of shutting down all development and if people wanted to
36 renovate their home, they should be allowed to do that as long as it was in compliance with the
37 Codes and Ordinances. He agreed the City should be stronger in enforcing the noise Ordinances
38 and was also in agreement with no construction on Sundays.

39 Mr. Dahl stated staff would look at the Ordinance and potential revisions, but he did not
40 believe this could be done by the next Council meeting. He recommended the next step would be
41 to meet with the parties and find common ground.

42 43 **c. Public Right-of-way Ordinance**

44 Dan Gustafson, 1040 Circle Drive, stated he understood Consent Agenda item 7d, Public Right-of-
45 way Ordinance, was designed to control telecom equipment installed in the City. He had talked
46 with City staff about his desire to install newspaper machines on the public right-of-way, but there
47 was a sentence in the Ordinance that the City was going to regulate newspaper vendor machines.
48 He asked if newspaper vending machines would be allowed on Lake Street or denied entirely, if
49 there were any circumstances in which a newspaper vending machine or newspaper rack would be
50 allowed, and what was the standard to be able to install private property on the right-of-way. Mr.
51 Gustafson presented examples of things currently in the public right-of-way including electrical

1 boxes, signs, statutes, and UPS drop boxes that had varying degrees of quality. He asked for
2 clarification on whether a high-quality publication with a high-quality newspaper vending machine
3 would be allowed to be installed on Lake Street.

4 Mr. Willcox read the sentence in the Ordinance addressing newspaper vending machines
5 and stated he believed they were permitted, but it would be up to staff to approve where they were
6 placed. Mr. Dahl stated the examples provided were all given permission to have their property on
7 the public right-of-way and it would be no different for a newspaper vending machine. He indicated
8 staff would work with Mr. Gustafson and he did not see this as an issue.

9 Mrs. McCarthy stated typically sandwich boards were not allowed; however, during the
10 recession sandwich boards were encouraged. She asked what was planned now that the economy
11 was better, noting sandwich boards were littering the right-of-way and the sidewalks so it was
12 beginning to look cluttered and junky. Mr. Dahl responded last year the City went back to the
13 original Ordinance language and enforced the signage. He noted sandwich boards were allowed
14 on individual property for the business only and staff could take a more proactive approach with
15 sandwich boards if it was becoming a problem.

16 Mrs. McCarthy asked if the City managed utility boxes that were in the right-of-way to
17 ensure they looked good. Mr. Dahl indicated if staff was aware of something they would contact
18 the utility company to get the utility box improved.

19
20 **AGENDA ITEM 6. New Agenda Items.**

21 Mr. Tyacke made a motion requesting staff follow-up on the items discussed in the Public Forum
22 regarding the noise Ordinance as well as a revised fee schedule for discussion by Council at a future
23 meeting. He requested staff report back to Council at the next meeting regarding the
24 neighborhood/contractor meeting recommended by staff. Mrs. McCarthy seconded.
25 The motion carried 5/0.

26 Mrs. McCarthy requested discussion within the next month or two on the roundabout (i.e.
27 speed bumps update and traffic with reopening of Bushaway Road). Mr. Dahl responded that was
28 on a future agenda.

29 Public Works Director/City Engineer Kelly stated there would be a neighborhood meeting
30 sometime in August to follow-up on traffic count results, proposed street reconstruction, and the
31 impact on the roundabout reopening.

32
33 **AGENDA ITEM 7. Consent Agenda.**

34 Mr. Koch made a motion, seconded by Mr. Tyacke, to approve the consent agenda:

- 35 a. Approval of City Council Workshop Minutes of July 17, 2018 and City Council Minutes
36 of July 17, 2018
37 b. Approval of Check Register
38 c. Approval of Municipal Licenses
39 d. Approval of Second Reading of Ordinance No. 781 and Ordinance No. 782 Regarding
40 Right of Way Management
41 e. Approval of Resolution No. 41-2018 Approving Variance at 224 Broadway Avenue North
42 f. Approval of Resolution No. 38-2018 Approving an Extension of Zoning Approvals at 630
43 Bushaway Road

44 The motion carried 5/0.

45
46 **AGENDA ITEM 8. Public Hearing.**

- 47 a. **Public Hearing and Consider Approval of First Reading of Ordinance No. 783**
48 **Vacating Certain Right-of-way Adjacent to 326 and 332 Broadway Avenue South and**
49 **701 Lake Street East**

1 Mr. Thomson reviewed the vacation request and recommended Council hold a public hearing for
2 the vacation request and consider adoption of Ordinance No. 783 vacating the right-of-way. He
3 indicated the adoption would require a unanimous decision of the Council.

4 Mr. Plechash reaffirmed there was no City use for the property. Mr. Kelly responded there
5 was no City use for the property now or soon. Mr. Thomson indicated staff had discussed using
6 the alley as a potential pedestrian connection to Lake Street through the building, but that need was
7 met when the 701 Building was built, so staff did not see the use for a pedestrian walkway in this
8 location.

9 Mrs. McCarthy stated when they approved this in 2016 they also discussed approved
10 signage from the Mill Street ramp to Lake Street. Mr. Thomson stated the City's parking ramp
11 project stopped at the south curb line of Mill Street and they had prepared plans to redo the sidewalk
12 on the south side of Mill Street from Lake Street to Wuollet Bakery, but ultimately did not construct
13 the sidewalk project with the ramp because they knew the Broadway Place project would likely
14 move forward and remove a significant segment of the sidewalk. He noted as a part of the project,
15 they would be improving Mill Street along their building face and then the City could consider
16 continuing all the way to Wuollet Bakery and any sort of pedestrian signage could be done as part
17 of that public project. He stated he did not recall if the signage would be attached to the building,
18 but he could work with the applicant on this.

19 Mr. Tyacke stated when a street or alley was vacated, he thought it was split and given to
20 the property owners on each side of the vacation. He asked, if this was the case, why was the
21 vacated area going to one development and not to the adjacent property owner. Mr. Schelzel
22 responded as a legal matter that was correct, but in this situation, it was because the properties
23 would be combined as a part of the second related action item at this meeting tonight.

24 Mr. Koch asked if there would still be deliveries allowed to Yogurt Lab or whoever is in
25 the building at the time through the rear of the property. Mr. Thomson deferred to the architect or
26 applicant to answer this question.

27 Mr. Willcox invited the applicant to come forward.

28 Mr. Jason Steiffel, Shea Design, stated currently the access for the Yogurt Lab was via the
29 alley and the proposed connection to the building would provide a shared corridor that the adjacent
30 buildings would access. The idea behind the expansion was to maximize the leasable area inside
31 the building and utilize efficiencies by connecting to the existing 701 Building. Mr. Thomson noted
32 by the Ordinance and practice the City would want to find there was a public purpose or reason as
33 to why the alley would be vacated. He stated that looking at how this benefited adjacent properties
34 was not part of the criteria the Council reviewed for vacation of right-of-way. The Council needed
35 to look at whether the City had a need for the right-of-way for public right-of-way purposes and if
36 the City did not, then whether vacation of the right-of-way was a benefit to the public.

37 Mr. Willcox opened the public hearing at 7:56 p.m. and invited the public to make comment.
38 There were no comments made the public hearing. Mr. Willcox closed the public hearing at 7:57
39 p.m.

40 Mr. Tyacke believed the vacation made sense as this was an area prime for development
41 and this would complete the development as well as being a nice addition to the downtown area.

42 Mr. Willcox noted this was a valuable piece of property that the City was being asked to
43 give to the applicant. He indicated his concern overall was the amount of parking it would generate
44 as the ramp was full at various times during the day. He noted this building would generate an
45 additional 62 spaces and if a restaurant went into the building, the number would be higher. He
46 noted when the alley was vacated that would make the building larger, which would drive more
47 parking requirements. He wanted a public reason for vacating a property and stated in this situation
48 there was a private reason for doing this, but the public value was not clear. Mr. Thomson indicated
49 that vacation of the right-of-way would add just under 4000 square feet of gross square footage to
50 the building between the three floors. He stated that would add about 10 required parking stalls, if
51 they looked at office/retail and not restaurant. He indicated with a restaurant it would vary on

1 different factors, but it would be greater than that. He noted the benefit for a mixed-use
2 restaurant/office is that typically office has a high parking demand during the daytime hours and
3 restaurants are higher in the evenings when the office use does not require as much parking.

4 Mr. Dahl stated from an economic development perspective, the additional land would be
5 a private benefit, but it did maximize and make the site more buildable and economically feasible
6 as well as contributing to the tax base which was ultimately a public benefit.

7 Mr. Willcox asked if they were to approve this request, could they put a condition around
8 it to include constraints around a restaurant. Mr. Dahl stated Council had the ability to place
9 conditions on the development amendment. Mr. Schelzel noted the vacation required a unanimous
10 vote. He stated they could put the condition in two readings and make the effective date at some
11 point in the future if there was a concern about getting certain agreements worked out on the
12 development side, but it would be best to put the conditions on the other approvals.

13 Mr. Koch noted he had the same concern with respect to parking, but viewed this as two
14 separate issues. He thought some of this was the mechanical area. Mr. Thomson responded the
15 current service corridor would shift into the right-of-way.

16 Mr. Plechash believed this was a separate issue. He indicated the right-of-way was
17 originally implemented for the public good, but in this case that something did not exist so why
18 have it. He stated he saw no reason why it should not be vacated.

19 Mr. Schelzel stated as the Ordinance was written, this would be effective on two readings
20 and publication. He stated they could add to the effective date and approvals of the development
21 if there was a concern about vacating before they know that the project and the conditions were
22 worked out. He stated if someone would make a motion to approve the First Reading that could be
23 an amendment. He recommended the following language to the effective date that the Ordinance
24 shall be in full force and effect after its passage and publication according to law and the approvals
25 of the project.

26
27 Mr. Tyacke made a motion, seconded by Mr. Plechash, to enact Ordinance No. 783 with the
28 amendment that the effective date would also be tied to the condition on the approvals of the project
29 as requirement by the City. Upon roll call vote, the motion carried 5/0.

30
31 **b. Public Hearing and Consider Approval of First Reading of Ordinance No. 780**
32 **Vacating Right-of-way for North Beach Road**

33 Mr. Thomson reviewed the vacation request and recommended Council hold a public hearing and
34 adopt the Ordinance vacating the right-of-way, subject to the reservation of a utility easement over
35 the vacated right-of-way area. He indicated this would require a unanimous vote of the Council.
36 He noted they had received an email from Mr. Hanlin removing his previous objection.

37 Mr. Tyacke asked if drainage was underground or would they use the surface area for
38 drainage as well as the land itself. Mr. Kelly responded a drainage utility was both underground
39 and surface drainage.

40 Mr. Willcox invited the applicant to make comment.

41 Mr. Tyacke asked when the applicant acquired the property was there a title insurance
42 notation about an easement on his property. Mr. Matt Hemsley, 649 Ferndale Road West,
43 responded the North Beach was not his property as it was owned by the City. Mr. Kelly noted that
44 was dedicated right-of-way and the request tonight was to vacate the right-of-way. Mr. Hemsley
45 noted the underlying land in fee title does belong to him and he was aware of this when he
46 purchased the property

47 Mr. Tyacke asked if the applicant went to the City to inquire if it would be used for a
48 roadway. Mr. Hemsley responded he did not and he bought the property knowing there was an
49 easement on the land.

50 Mr. Willcox opened the public hearing at 8:23 p.m. and invited the public to make
51 comment. There were no comments made. Mr. Willcox closed the public hearing at 8:23 p.m.

1 Mr. Koch stated his opinions had not been changed. He noted his initial hesitation was the
2 objection by Mr. Hanlin presented at the first meeting, but this was no longer a concern so he
3 supported the vacation.

4 Mr. Tyacke stated he was relying on the staff's analysis that the City did not need this for
5 any public purpose, except for the public utility rights on the right-of-way. He stated he was in
6 favor of the vacation.

7 Mrs. McCarthy stated the first time she voted against the vacation due to concerns she had
8 at that time. She stated now that Mr. Hanlin had removed his objection and staff had addressed her
9 concern about future costs, she was now in favor of the vacation.

10 Mr. Plechash stated staff did a good job of articulating the case as to why this was a good
11 idea. He thanked Mr. Hemsley for all the information provided and stated with that information
12 the decision was easier for him.

13 Mr. Schelzel noted Section 1 had revised language as well as an updated legal description
14 as Exhibit B in the Agreement.

15
16 Mr. Tyacke made a motion, seconded by Mr. Koch, to approve First Reading of Ordinance No. 780
17 Vacating Right-of-Way for North Beach Road and include the revised language. Upon roll call
18 vote, the motion carried 5/0.

19
20 **AGENDA ITEM 9. New Business.**

21 **a. Mediacom Quarterly Customer Service Report**

22 Mr. Dahl reviewed the background on the Finance Agreement between the City and
23 Mediacom. He recommended the Council accept the newly revised Customer Service Report from
24 Mediacom for the second quarter 2018.

25 Ms. Theresa Sunde, Mediacom, noted only three complaints were received.

26 Mr. Zach Raskovich, Mediacom, outlined the complaints received and how they were
27 resolved.

28 Mrs. McCarthy stated they needed some other type of tool to re-inform the citizens that
29 there is a mechanism at City Hall when they were not getting their issues resolved directly with
30 Mediacom. She summarized a recent issue when a couple of citizens complained about Mediacom.
31 Ms. Sunde requested that information so it could be addressed.

32 Mrs. McCarthy summarized her own personal dealings with Mediacom and the difficulties
33 she had with the company. Ms. Sunde stated she understood her concern and would have her
34 account looked at.

35 Mr. Tyacke stated he had personally had issues with his service as well.

36 Mr. Willcox asked if cold weather made a difference in terms of signal. Mr. Raskovich
37 responded extreme cold weather did affect the signal.

38 Mr. Dahl stated the first quarter had the same number of complaints, noting the trend was
39 that it was getting better, but staff would make a concerted effort to let citizens know if they had a
40 complaint or a positive experience, the City wanted to hear about it so it could be relayed to
41 Mediacom.

42 Mr. Willcox thanked Mediacom for responding to complaints when brought to their
43 attention.

44
45 **b. Consider Selection of Option for the Reconstruction of the Wayzata**
46 **Boulevard/Superior Boulevard Intersection**

47 Mr. Kelly reviewed the background and options for the reconstruction of the Wayzata
48 Boulevard/Superior Boulevard intersection. He also reviewed the design options and requested the
49 Council select a design.

50 Mrs. McCarthy asked how did option 2 initially get narrowed down and ultimately
51 designed. Mr. Kelly responded option 2 came out of traffic studies.

1 Mr. Plechash asked on option 1, for traffic heading west on Wayzata Boulevard, would
2 there be a right turn on red or an arrow. Mr. Kelly responded they had not received a full design
3 on option 1, but there would probably be a hybrid of a right on red or a no right on red depending
4 on the signal timing.

5 Mr. Plechash asked if there was no right turn on red for protection from Benton Avenue,
6 would that exacerbate traffic that was coming from the east and intending to go west. Mr. Kelly
7 responded it could. He noted with both options the center of the intersection was moved slightly
8 to the west, so it would provide more storage between the intersection and the Central Avenue
9 intersection. He indicated this would come down to a matter of timing at the right time of day. He
10 stated westbound am/pm hour would likely see a change in the signal timing to allow more free
11 flow to the west.

12 Mr. Plechash asked how vehicles existing Benton Avenue in option 1, are able to make a
13 left turn to go east. He believed this would be an unsafe turn to make. Mr. Kelly responded it
14 would be allowed. The intent is to install a loop detector or camera that would point at Benton
15 Avenue, so it would understand when vehicles wanted to exit Benton Avenue and trigger the signal.
16 He noted whether right turns were allowed or not, it would provide for a longer delay in the right
17 turn to allow residents from Benton Avenue to cross into the median. In addition, the median was
18 designed to handle a passenger vehicle, so they could get half way across and into traffic. He noted
19 they had accommodated the ability to get out, but he did not believe this was the best scenario
20 compared to option 2, which would directly be part of the signal and intersection. He noted this
21 continued to be an off-set roadway to the main intersection.

22 Mr. Plechash asked how pedestrians would cross from the north side to the south side. Mr.
23 Kelly indicated there would be crosswalks on all three legs of the intersection.

24 Mr. Plechash believed this was a complicated pedestrian access and it appeared if
25 pedestrians were to cross from the northeast to the southwest, they would be taking their life in
26 their hands. Mr. Kelly noted this was a longer crossing because it was at a diagonal rather than a
27 straight north/south alignment.

28 Mr. Koch stated one the concerns was the stacking of vehicles close to the Benton Avenue
29 neighborhood and now they were taking an intersection farther to the east and putting it farther to
30 the west and in front of the neighborhood. He asked how much closer the intersection was under
31 option 2 than under option 1. Mr. Kelly responded the center of the intersection was just south of
32 the sidewalk along Wayzata Boulevard with two lanes of traffic north of that. He indicated it would
33 be somewhere within the 30 to 35 feet compared to the center of the intersection with option 2.

34 Mr. Koch asked under option 3 could something be done to improve traffic signaling and
35 traffic flow beyond what is there today. Mr. Kelly responded it would be a matter of timing and
36 some minor tweaks could be made. He noted the biggest challenge was improvement in pedestrian
37 safety at the intersection but pedestrians would still need to cross more than 100 feet across four
38 lanes of traffic. He stated with option 3 they tried to provide a pedestrian refuge if someone
39 couldn't make it all the way across. He believed there were some minor improvements to the traffic
40 signal technology, but they were not significant.

41 Mr. Koch asked if there was a time set by law that a pedestrian had to cross an intersection.
42 Mr. Kelly responded he believed it was 3.5 feet per second. He anticipated this option would be
43 around 35 seconds. Mr. Koch asked what the typical time that the light cycled was. Mr. Kelly
44 replied it was based on the traffic flow and the need.

45 Mr. Koch noted both option 1 and option 2 took away one quarter access from the
46 businesses. He asked if staff had heard from the business regarding concerns/complaints about
47 limiting or taking away access to their properties. Mr. Kelly responded he had not heard from
48 Edina Realty or the owners of the building. He stated the previous owner of the gas station had
49 attended one of the neighborhood meetings and voiced some concerns, but he had not heard from
50 the new property owner.

51 Mr. Willcox invited Pat Broyles to the podium to make comment.

1 Pat Broyles, 212 Benton Avenue, believed this was money the Council could not take
2 advantage of and the City did not have to take Presbyterian Homes' money. She was under the
3 impression at the last meeting that nothing had changed in the traffic, so she did not understand
4 why they would consider option 2 as it was detrimental to Benton Avenue. She stated she has
5 never had a problem getting out of Benton Avenue and had lived there since 1970. Ms. Broyles
6 believed that putting in a stop light would affect the home values and it was irritating that City
7 decisions were being based on Presbyterian Homes giving the City money. She requested the
8 Council consider option 3 with directional arrows above the intersection instead of just on the street.
9 She indicated the only times they had traffic was morning rush hour, lunch time, and afternoon rush
10 hour.

11 Mr. Dahl explained the Presbyterian Homes arrangement was part of the Development
12 Agreement, Presbyterian Homes was not in a rush to do anything, the City did not have to proceed
13 forward, but a lot of planning had been done and there was a need. However, Presbyterian Homes
14 was willing to work with whatever the City wanted.

15 Mr. Willcox stated the perceived need to do something with the intersection went back
16 decades, Presbyterian Homes had agreed to pay for a lot of infrastructure in the City under the
17 Development Agreement, and this was the last piece the City had requested.

18 Mrs. McCarthy stated her position had not changed. She was not convinced that option 2
19 was the best one for the City, did not feel it was a good representation, and it lacked the approach
20 into the commercial core the City was trying to achieve in terms of the look and feel of a gateway.
21 She was not convinced they wouldn't push traffic onto Wayzata Boulevard with the Wayzata
22 alignment. Mrs. McCarthy stated she believed people would follow the path of least resistance and
23 this was putting cars onto Wayzata Boulevard instead of encouraging cars to go down Lake Street.
24 She did not like the industrial nature it would bring to the bottom of Benton Avenue, noting only
25 two people from Benton Avenue were in favor of option 2 while everyone else said they wanted
26 nothing done or were in favor of option 1. She stated another concern was the number of vehicles
27 that end up stacking between Central and Superior to turn with a stoplight there. She indicated
28 those cars would be stopped until the light turned green which would cause cars to be backed up
29 due to no natural turn where they could keep traffic flowing. She stated she would not vote for
30 option 2.

31 Mr. Plechash read from a prepared statement giving his options about each option and
32 debating the pros and cons on each. He believed option 2 was the best option for improving
33 pedestrian safety, it would accommodate traffic flow best among all three options, it improved
34 access into and out of Benton Avenue, drivers turning right on red would have a much clearer view
35 of westbound traffic, drivers turning east would have a much better view of cars heading their way,
36 and when the light was green cars existing Benton Avenue would have clear access west, east, or
37 straight ahead. He believed the exit out of Benton Avenue would be vastly improved with option
38 2 and he would propose and vote for option 2.

39 Mr. Tyacke thanked the residents and businesses for their opinions. He believed all points
40 of view were valid, did not think the current intersection was acceptable, and the right turn on red
41 was a problem. He believed option 3 made some minor improvements in the pedestrian crossings
42 and an improved signal light, but did not believe it would change the issues with the intersection
43 much. He stated his concerns with option 2 was the neighborhoods, speed of the traffic, and
44 increased traffic flow. He indicated option 1 addressed some of his concerns, but it did not solve
45 the issue of pedestrian safety. Mr. Tyacke stated the advantage with option 1 was that it would
46 require people travelling west on Wayzata Boulevard making a hard turn at the traffic light to slow
47 down, lowering the speed of traffic. In addition, option 1 would promote more traffic to the central
48 business district. He stated he was in favor of option 1 as it would increase pedestrian safety at the
49 crossing and increase the traffic storage. He recommended staff continue to pursue the new
50 interchange at Ferndale Avenue also.

1 Mr. Koch asked if there was any significant difference between the three options with
2 respect to travelling westbound on Wayzata Boulevard and making a left turn on Superior. Mr.
3 Kelly responded the movements would be similar, but the technology was going to be improved
4 along with the practice of the flashing yellow left turn. He indicated the option for a flashing yellow
5 left turn would work better with option 2.

6 Mr. Koch stated the intent of the new intersection was to improve traffic flow and
7 pedestrian safety. He thanked residents for their comments and opinions. He noted there was no
8 perfect solution though. He stated his concern was the impact on Benton Avenue neighbors,
9 concerns of pedestrian safety, traffic speed traveling westbound on Wayzata Boulevard to
10 Broadway and points west, impact to businesses and residents with construction during another
11 summer. He believed option 2 was the best option, but he did have concerns about the intersection
12 being too close to the neighborhood. He did not believe property values in the neighborhood would
13 be affected and stated he wanted to see enhanced safety measures on all the crosswalks.

14 Mr. Willcox stated there were pros and cons with all the options. He believed option 2 was
15 more intuitive due to the traffic flows and patterns. He recommended better signage directing
16 people through the City and stated he was against an exit on Ferndale.

17
18 Mr. Plechash made a motion, seconded by Mr. Koch, to move option 2 forward in an expedited
19 manner.

20 Mr. Dahl requested staff direction on timing, if there should be any additional public
21 engagement involved moving forward, and if there should be any additional studies.

22 Mr. Plechash stated they voted on this a year ago, were back at the same point today, and
23 he didn't see any reason except to move forward. He believed no additional task forces or meetings
24 were necessary, and stated he would not amend his motion.

25 Mr. Tyacke noted one of disadvantages with option 2 was that it required additional right-
26 of-way acquisitions which would add to the cost and time involved. Mr. Koch believed option 1
27 required a greater right-of-way acquisition.

28 Upon roll call vote, the motion carried 3/2 (Tyacke, McCarthy).

29 Mrs. McCarthy expressed concern about the entire City being under construction and asked
30 whether the City could handle it. Mr. Kelly responded the City had control of two of the three
31 projects. He indicated he had been adamant with MnDOT that they maintain access to the highway
32 as much as possible during the bridge project. He was confident the City could get the three projects
33 done, but it would be difficult for a period of time.

34
35 Mr. Willcox recessed the meeting at 9:49 p.m. and reconvened the meeting at 9:55 p.m.

36
37 **c. Consider Approval of Resolution No. 39-2018 Approving Broadway Place**
38 **Development at 326 and 332 Broadway Avenue South**

39 Mr. Thomson reviewed the property information and background for the Broadway Place
40 Development at 326 and 332 Broadway Avenue South. He recommended the Council adopt the
41 resolution approving the development application.

42 Mr. Tyacke inquired about the parking requirements if there was a restaurant in the
43 building. Mr. Thomson responded the policy was for all parking facilities in the downtown area
44 and it did not allocate stalls in any facility.

45 Mr. Tyacke asked if the design would be revised on the Broadway sidewalk and the
46 landscaping and whether it would require an additional condition in the resolution. Mr. Thomson
47 replied it would remove one of the previous deviations that was granted and he believed there was
48 already a condition in the resolution related to this.

49 Mr. Plechash asked if there would be enough parking spaces. Mr. Thomson responded a
50 parking utilization study was completed previously and it determined the Mill Street area was over
51 parked and that largely drove the construction of the parking ramp. He indicated capacity was

1 added for additional development in the downtown area and that was why the policy was adopted.
2 However, usages changed over time and the popularity of restaurants also changes. He stated it
3 was difficult to give the exact number of stalls they needed in the downtown area and the utilization
4 study provided more detail behind that. Currently they had 384 parking spaces including the Mill
5 Street lot which added roughly 200 new stalls on Mill Street.

6 Mrs. McCarthy asked if the building would be physically connected to the 701 Building
7 with one brick façade. She expressed concern this was going to be a very massive large building.
8 Mr. Thomson responded there was nothing in the design standards that said if they were building
9 this as an addition, the standards were different. He noted the Planning Commission had expressed
10 concern that the metal panel initially proposed would not look good, so that is why brick was
11 chosen.

12 Mr. Willcox stated his biggest concern was the parking and asked what options they had if
13 parking was not sufficient. Mr. Thomson responded once Council approved the number of parking
14 stalls, it would be followed up with an agreement between the City and the developer for the number
15 of stalls. He did not believe they could reduce the number of parking stalls. Mr. Thomson stated
16 the fee paid for the parking stalls would be used for parking purposes in the downtown area and
17 they had identified additional stalls that could be added by reconfiguring and restriping some areas,
18 if needed in the future.

19 Mr. Willcox asked if they could put limits on the type of restaurant. He also asked if there
20 was a problem, could the City require the restaurant to have valet parking. Mr. Thomson responded
21 they were both options for the Council to consider and would probably be helpful.

22 Mr. Willcox invited the applicant to make comment.

23 Mr. Jimmy Beltz, 430 Peavey Road, and Mr. Jason Steiffel, Shea Design, 10 South 8th
24 Street, Minneapolis, explained why the initial design was complicated and the new design was
25 better. In addition, they wanted flexibility for retail and restaurant. It was noted the use for the
26 buildings had not changed, but they wanted clarity on what was going in on every other area of
27 Lake Street to have continuity.

28 Mr. Willcox stated his observation was that on nice summer nights the ramp was full, and
29 this project would put another 60 parking spaces in town. He wanted a work around if there was a
30 problem and to make the CUP contingent on this. Mr. Beltz stated it would be hard to have a
31 potential future limitation and pay an upfront fee.

32 Mr. Koch inquired about the widening of the sidewalk. Mr. Beltz responded their goal was
33 to have this pedestrian friendly and an outdoor space for a restaurant or café would be a benefit.

34 Mr. Koch asked if the large oak tree would be preserved. Mr. Dahl responded the intent
35 was to keep the oak tree but their latest review indicated the tree would probably have to come
36 down. It was noted the oak tree, if removed, would need to be replaced with some other trees.

37 Mr. Koch asked if widening the sidewalk was impacting the tree as opposed to the original
38 plans. Mr. Thomson responded the tree would be impacted by construction of the building, but the
39 tree could be kept after construction. He indicated as a part of the original plan the tree would have
40 stayed and the sidewalk would have been narrower with green space between the sidewalk and
41 where the street was today. This was still an option. Mr. Thomson stated staff's thoughts with the
42 revised plan was that the Lake Effect and Mill Street ramp pedestrians would use this sidewalk as
43 their connection to Lake Street. He stated a sidewalk could not be located between the restaurant
44 and the outdoor café/restaurant. He noted right now, the sidewalk would need to go around the tree
45 which would be an odd alignment. He also indicated this was not an oak tree, but a silver maple.

46 Mrs. McCarthy asked if they had considered taking a portion of the alley for the outdoor
47 café. Mr. Steiffel responded the space adjacent to the alley would be for services and the
48 mechanical functions were in the back. He indicated the desirable restaurant location was along
49 Lake Street and there were design solutions so people were not looking at the parking structure.

50 Mr. Koch asked what would happen if they found another restaurant tenant and took up the
51 space. He also asked whether the City could charge an additional fee for the additional parking

1 stalls required. Mr. Thomson responded the City could charge an additional fee for additional
2 parking.

3 Jim Beltz, 447 Peavey Road, stated the restaurant they had contacted was a very casual
4 restaurant and would not compete with other restaurants in the area. He noted it was a New York
5 concept with a wine and beer bar and a lot of food to go, which is not the typical restaurant to which
6 the City was accustomed.

7 Dave Link, 2339 Wayzata Boulevard, stated one of the considerations given at the
8 beginning of the project was that the engineer hired to design the ramp was retained by Beltz to do
9 their civil engineering and would be the engineer who designed Lake Street and Mill Street to
10 ensure the design standards were met.

11 Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to approve Resolution No. 39-
12 2018 Approving Broadway Place Development at 326 and 332 Broadway Avenue South.

13 Mr. Thomson noted the improvements to the existing pedestrian crossing were not in the
14 resolution and should be included.

15 Mr. Tyacke amended the motion to include that language.

16 Mr. Willcox stated he continued to have concerns about parking and one tool they might
17 have is to offer valet parking. He asked if that was a reasonable request. Mr. Schelzel stated CUPs
18 could include reasonable conditions and approval was subject to the parking policy which required
19 Council to decide that there was enough parking and some of that was unknown. He noted the
20 CUP ran with the land and not the restaurant. He believed it would be appropriate to add a condition
21 that if parking became an issue with the restaurant use, the applicant would agree to provide valet
22 parking.

23 Mrs. McCarthy stated she believed it needed to be broader than just valet parking. She did
24 not believe a valet was the answer and another solution may need exploring.

25 Mr. Willcox recommended an amendment to the motion to add a condition that if the City
26 Council determined there was not adequate parking for this concept, they would find a work around,
27 which might include valet parking.

28 Mr. Tyacke did not understand how the suggested amendment would be implemented. Mr.
29 Dahl agreed and it was up to the City to figure out how to provide additional stalls with the funds
30 received for parking. Mr. Schelzel indicated there was a draft resolution, the City Planner had given
31 an additional condition, and there would be a pool of funds to address any potential parking issues.

32
33 The motion carried 5/0.

34
35 **d. Consider Approval of Resolution No. 40-2018 Approving Interim Use Permit and**
36 **Shoreland Impact Plan/Conditional Use Permit at 143 Lake Street East**

37 Mr. Thomson reviewed the request for the Interim Use Permit and Shoreland Impact
38 Plan/Condition Use Permit at 143 Lake Street East. He recommended Council adopt the resolution
39 approving the development application, as recommended by the Planning Commission.

40 Mr. Willcox invited the applicant to make comment.

41 The applicant did not make comment.

42 Mr. Koch made a motion, seconded by Mrs. McCarthy, to approve Resolution No. 40-2018
43 Approving Interim Use Permit and Shoreland Impact Plan/Conditional Use Permit at 143 Lake
44 Street East. The motion carried 5/0.

45
46 **AGENDA ITEM 10. City Manager's Report and Discussion Items**

47 **a. Upcoming Events/Announcements**

- 48 • Parks and Trails was holding Open Houses for their Master Plan on August 1, August
- 49 6, and August 9
- 50 • Blood Drive sponsored by the Fire Department is on August 6 from 3:00 - 6:00 p.m.
- 51 • Next Council meeting is Thursday, August 9

- The beach is closed
- Council filing period started today and will go through August 14

Mr. Willcox noted:

- Parks and Trails had an online survey to be filled out
- Next week is Night to Unite
- There is a Public Safety Luncheon on Tuesday
- One Planning Commissioner is resigning so a replacement will need to be appointed

AGENDA ITEM 11. Public Forum Continued (if necessary).

There were no comments.

AGENDA ITEM 12. Adjournment.

Mrs. McCarthy made a motion, seconded by Mr. Tyacke to adjourn. There being no further business, Mr. Willcox adjourned the meeting at 11:17 p.m.

Respectfully submitted,

Jeffrey Dahl
City Manager

Drafted by Kathy Altman
TimeSaver Off Site Secretarial, Inc.

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
August 9, 2018

AGENDA ITEM 1. Call to Order.

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

AGENDA ITEM 2. Pledge of Allegiance.

AGENDA ITEM 3. Roll Call.

Council Members present: Koch, McCarthy, Plechash and Tyacke. Also present: City Manager Dahl, Director of Planning and Building Thomson, and City Attorney Kaminski.

AGENDA ITEM 4. Approve Agenda.

City Manager Dahl requested item 7(l) be pulled from the Agenda.

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

AGENDA ITEM 5. Public Forum.

a. Lake Effect Update

Mr. Andrew Mullin, 215 Chicago Avenue North, and Mr. Mick Johnson, 214 Broadway Avenue North, updated the Council on the Lake Effect including the big picture progress and the Lake Minnetonka Science Collaborative.

Mr. Tyacke thanked them for the progress they have made. He inquired about the Science Museum connection at the Eco Park and if there would be parallel fundraising. Mr. Mullin responded they had not fully decided that yet and right now the museum was a consultant on the curriculum. Mr. Johnson noted these were partnerships and collaboratives that were a part of the community. He indicated the Science Museum would like a site in the area and he was trying to generate interest and passion about it.

Mr. Willcox inquired about the timetable. Mr. Mullin responded they were in the quiet phase of fundraising right now, but when they get to the 60 to 70 percent of fundraising, they would proceed to a public campaign.

AGENDA ITEM 6. New Agenda Items.

None.

AGENDA ITEM 7. Consent Agenda.

Mr. Dahl noted the Consent Agenda needed a Roll Call vote as two of the items needed a 5/0 vote to pass. He requested if there were any concerns about the other items, they be pulled from the Consent Agenda.

With regard to Item 7(f), Mr. Tyacke asked what the practical difficulty was. Director of Planning and Building Thomson responded the difficulties were the location of the existing house on the lot was non-conforming and the new house would be farther away from the lake than the existing house. Also, if the house was shifted back to meet the shoreline setback, it would require additional tree removal.

With regard to Item 7(g), Mr. Willcox inquired about the practical difficulty. Director of Planning and Building Thomson noted the Planning Commission talked about the lot size being less than 80,000 square feet which was the minimum in that district and therefore this was a practical difficulty and unique to this lot.

1 Mr. Tyacke made a motion, seconded by Mr. Koch, to approve the consent agenda as
2 amended:

- 3 a. Approval of Workshop Minutes of July 31, 2018
- 4 b. Approval of Check Register
- 5 c. Approval of Municipal Licenses
- 6 d. Building Activity Report
- 7 e. Police Activity Report
- 8 f. Approval of Resolution No. 42-2018 Approving a Shoreland Setback Variance at 405
9 Bushaway Road
- 10 g. Approval of Resolution 42-2018 Approving a Lot Coverage Variance at 623 Bushaway
11 Road
- 12 h. Approval of Second Reading of Ordinance No. 783 Vacating Right-of-Way Adjacent to
13 326 and 332 Broadway Ave S and 701 Lake St E
- 14 i. Approval of Second Reading of Ordinance No. 780 Vacating Right-of-way for North
15 Beach Road
- 16 j. Approval of Resolution No. 44-2018 Amending the Development Agreement for Waycliffe
17 Second Addition
- 18 k. Accept Steve Young's Resignation from the Planning Commission
- 19 ~~l. Approval of Resolution 45-2018 Approving Termination for use of Boardwalk Property at
20 150 Central Avenue South~~

21 Upon roll call vote, the motion carried 5/0.

22 23 **AGENDA ITEM 8. New Business.**

24 **a. Consider Lake Street Striping Test Request form George Carisch**

25 Mr. Dahl summarized Mr. Carisch's request to conduct a three-week test that would block off turn
26 lanes, the center lane, and the City parking lot at Broadway and Lake Streets. He indicated staff
27 was concerned about how fair the test would be, how the City would identify and quantify the
28 results, and the unneeded disruption of Lake Street during the peak of the summer. He
29 recommended Council deny Mr. Carisch's request.

30 Mr. Tyacke asked if staff had reviewed the handout at this meeting where the applicant had
31 addressed each of these concerns. Mr. Dahl responded he had not.

32 Mr. Willcox invited the applicants to make comment.

33 Mr. George Carisch stated he represents his family which owns the retail/office building
34 on Lake Street from Broadway to Walker. He indicated they would have a hard time surviving if
35 they only had the population from the City and they need destination people who drove to the City.
36 He noted their traffic engineers had set up a test along with a narrative as to how it was to be done
37 and had responded to all the City traffic engineers' concerns. He indicated their goal was the same
38 and they wanted a fair test also. He believed this was the opportunity to test the proposal without
39 taking any risk or spending millions of dollars to find out it wouldn't work. He requested Council's
40 support to proceed with the test to be done before Labor Day. Mr. Tyacke asked if their group
41 would totally fund the test. Mr. Carisch responded he would personally fund the test.

42 Mr. Neill Weber, architect, representing the Gove Building, stated he has been involved in
43 City projects since 1971 with most of the projects being on Lake Street. He stated every project he
44 did involve traffic and height. He summarized the background on the Carisch's projects and
45 indicated what sold the projects was the parking in front, which was critical for retail. He indicated
46 there was serious concern by the Carisch's about how this would work as they did not want to lose
47 their retail tenants. He believed they have narrowed down the City traffic engineer's concerns for
48 the most part and could sit down and work out the details to come to a joint agreement as to how
49 this test would work. He noted they were not saying that the conclusions from the test would
50 change the direction, but it should be part of the discussion. He believed the center lane was vital

1 to the way the City street worked and he did not understand why they could not come up with some
2 agreement to try a test. He also did not understand what the downside would be for a test.

3 Mr. George Daniels, 1285 Zircon Lane North, stated they have addressed every concern
4 the City had and the reason they could or could not do something. He believed their engineers had
5 come up with a fair test and requested the Council's support to conduct the test.

6 Mr. Tyacke asked if this would be an informational test, which would be submitted to
7 Council for review. Mr. Daniels acknowledged the test could not change the Council's prior vote,
8 but if they had the test and based on the results of the test, the Council might want to take another
9 look to see if the project as approved made sense. He stated the test would show traffic and parking
10 impacts, which the City did not know. He indicated the test would be informational.

11 Mrs. McCarthy asked if staff had any information regarding a normalization period and
12 what type of data would be collected if this test proceeded. Mr. Dahl responded they did not have
13 hard data but one of the concerns was this needed a longer period for traffic to normalize to the
14 new conditions so they recommended longer than three weeks. He noted it was his understanding
15 from the original proposal that the information would include videos of traffic for traffic count, but
16 other than that he was not aware of how the information would be calculated. Mr. Weber
17 acknowledged it took awhile for people to get used to things, but they were not talking about this
18 for the testing. He stated they were interested in basic traffic movements and what happened when
19 the center lane and parking was removed.

20 Mrs. McCarthy noted there were logistical issues and she was having difficulty in
21 understanding if everything was barricaded off that they were truly replicating what was proposed
22 in the project. Mr. Weber believed they were close and if the two engineers could sit down and
23 talk, he believed they could come up with something agreeable. He believed this test could cost up
24 to \$30,000, which would be privately funded.

25 Mr. Willcox was not sure the test should be privately funded. Mr. Weber replied the
26 applicant was very serious about this test and willing to fund it. The applicant wanted to make sure
27 there was not going to be a major mistake made like what happened with the condominiums and
28 the 500 block.

29 Mrs. McCarthy asked in this type of a situation, if something were to occur because of the
30 test who would have the liability. City Attorney Kaminski responded if an accident happened,
31 everyone could get sued and he could not say the City would not be liable in that situation. He
32 indicated the City could reach an agreement with the applicant requesting indemnity, which would
33 help but because the City Council approved the plan it might subject the City to some liability.

34 Mr. Plechash stated it appeared the test would be occurring at the worst time of year to
35 make a judgment. Mr. Dahl agreed and believed this might be a distraction and impede traffic.
36 However, this could also be the right time to do it as traffic was at its worse. He noted the test
37 might accomplish the technical engineering concerns, but it would not get all the other benefits the
38 City was trying to accomplish with the Lake Effect and therefore he believed this would be an
39 unfair test.

40 Mr. Plechash asked would the test have any material effect on the plan. Mr. Dahl
41 responded the design of Lake Street was being refined and prepared and there would be a cost
42 impact in having to go back.

43 Mr. Koch asked why Mr. Willcox believed this should be publicly funded. Mr. Willcox
44 stated when the City was funding something it was a neutral event, but when a group was on a
45 mission and they were funding it, there was no assurance it would be done in an unbiased way. Mr.
46 Kaminski agreed the City would be able to control the parameters of what was being studied. Mr.
47 Koch believed there were some mutually agreeable parameters that could be set in terms of the
48 results. Mr. Dahl noted his concern was that the City would have a baseline to compare it to.

49 Mr. Willcox asked if a test was done how much disruption would occur. Mr. Dahl noted
50 it would take people time to modify their routines, he guessed there would be a lot of congestion,
51 and he was concerned about the bikers.

1 Mr. Willcox believed this test would be a narrow look at traffic patterns and not pedestrian
2 or bike patterns, or anything else the City was trying to accomplish, and it would be expensive.
3 Mr. Dahl noted it would also take staff time and resources.

4 Mr. Tyacke indicated he was in favor of the test as the businesses in that area had a
5 significant investment as well as contributing to the tax base so he took what they said very
6 seriously. He noted the businesses did exactly what the Council asked of them and hired a qualified
7 engineer. He believed this was a well-designed test and they had responded to the staff's concerns.
8 He indicated he would prefer if the businesses paid for the test.

9 Mrs. McCarthy indicated she had many concerns with the proposal as it was before her
10 including the amount of time for the test, liability concerns, private funding done by citizens who
11 could afford the test, timing and coordination of the test, accuracy of the test, the data being
12 quantifiable, and that Council had already made a decision on how they were going to proceed.
13 She stated for those reasons she was not in favor of the test.

14 Mr. Plechash stated everyone was in favor of what was best for the City, even if there were
15 different opinions. He noted the Council had already voted on this, a lot of thought and resources
16 had gone into that decision, and he trusted the experts. He was concerned they could be setting a
17 precedent also, which he did not want to do. He stated he was concerned that with the barriers,
18 people would be confused and there would be a lot of public negative reaction to the test. He did
19 not believe this would be a fair test regardless of what the outcome would be, and it would muddy
20 the waters. He indicated for those reasons, he was opposed to the test.

21 Mr. Koch stated he was conflicted on this as he was not sure this would be a fair test and a
22 decision by Council had already been made. He agreed in concept to the theory, but believed it
23 would be impossible to get an accurate test, to capture all the decisions that had been made, and for
24 those reasons he was not in favor of the test.

25 Mr. Willcox stated he had great respect and gratitude for the City's commercial base and
26 whatever he did, he did with the benefit and welfare of the commercial core front and center. He
27 believed the proposed test would be more disruptive than it would be illuminating, and he has not
28 heard the applicant's traffic engineer say that the proposed design was a bad design or that it would
29 not work. Rather, he has heard from people who were concerned about it, but the experts were
30 saying it would work. He stated the City was also doing things with the street that would make it
31 a much better experience for people in general and not just for traffic flow. In addition, unless they
32 took this as a whole, the test would not be fair. He was concerned about the amount of confusion
33 a test would cause and stated he was not in favor of the test, but if they did a test he wanted the City
34 to pay for it.

35
36 Mrs. McCarthy made a motion, seconded by Mr. Plechash, to deny the request for a stripping test
37 for Lake Street. The motion carried 4/1 nay (Tyacke).
38

39 **b. Consider Approval of First Reading of Ordinance No. 783 Adopting New City Code**
40 **of Ordinances**

41 Mr. Dahl presented Ordinance No. 783 Adopting New City Code of Ordinances and indicated this
42 would now be a searchable document. He noted staff recommended approval of the First Reading.

43 Mr. Plechash asked if there was a material difference between the old format in terms of
44 content and the new format. Mr. Dahl responded staff had reviewed it several time to ensure none
45 of the content changed. He noted all that was done was the renumbering.

46 Mr. Thomson stated the one thing that was repealed was the old Flood Plain Ordinance, so
47 this was removed and the new Flood Plain Ordinance was now in the document.
48

49 Mr. Tyacke made a motion, seconded by Mr. Plechash, to approve First Reading of Ordinance No.
50 783 Adopting New City Code of Ordinances. The motion carried 5/0.
51

1 **c. Consider Approval of Resolution 47-2018 Amending 2018 Municipal Fees for Right-**
2 **of-way Permits, Telecommunication Facility Permits, and Administrative Citations**

3 Mr. Thomson presented the proposed fee schedule for right-of-way permits, telecommunication
4 facility permits, and administrative citations. He recommended approval of the fee schedule
5 amendment.

6 Mrs. McCarthy inquired about the violations for an administrative citation. Mr. Thomson
7 outlined what the administrative citations could include.

8 Mr. Plechash asked under the zoning violations and the escalation of fines, would it
9 compound if an individual had a zoning violation, was tagged, and then had another zoning
10 violation of a different type. Mr. Thomson pointed out in the Code where repeat violations and
11 enforcements were addressed.

12 Mr. Koch asked how the fees compared to neighboring cities. Mr. Thomson responded
13 fees were based on what staff believed the City's costs were. However, he had reviewed what other
14 cities were charging and found the fees were in line with those cities.

15
16 Mr. Koch made a motion, seconded by Mrs. McCarthy, to approve Resolution 47-2018 Amending
17 2018 Municipal Fees for Right-of-Way Permits, Telecommunication Facility Permits, and
18 Administrative Citations. The motion carried 5/0.

19
20 **AGENDA ITEM 9. City Manager's Report and Discussion Items.**

21 **a. Verbal Update on Noise Ordinance Amendment Petition**

22 Mr. Dahl presented an update on the petition request for restricting hours of allowed construction
23 activity and Sunday as an off-day and how the City enforced the violations. He indicated staff had
24 talked to the contractor and reached a good resolution to the issues. He asked Council how they
25 wanted to deal with the issues that were previously brought up.

26 Mrs. McCarthy asked if there was confusion on the developer's part as to what the Code
27 said. Mr. Dahl responded he believed there was general confusion and misinterpretation by the
28 developer. He noted it was not just this developer, but others also as to what the Ordinance said in
29 terms of what must stop at 6 p.m.

30 Mrs. McCarthy asked if the City handed out a brochure to the developers setting out the
31 Ordinance rules. Mr. Dahl responded staff did not but had discussed this as a possibility.

32 Mr. Willcox stated he would be in favor of looking at the Ordinance as he did not realize
33 the City allowed construction on Sunday.

34 Mr. Plechash believed it was a good idea to have a cheat sheet to highlight the Ordinances
35 for the developers.

36 Mr. Tyacke stated he thought Council would be looking at amendments to the Noise
37 Ordinance. Mr. Dahl asked how much of a priority the Council wanted to look at this issue. He
38 noted if this was a high priority, then something else would need to be set aside. But if that was
39 Council's direction, staff could do that. He noted strategic planning was coming up in early October
40 if they wanted to wait to discuss it then.

41 Mr. Plechash stated he also was surprised construction could occur on Sunday. He asked
42 if Council could institute a ban on Sunday construction as a future agenda item to look at just this
43 one piece. Mr. Dahl responded they could do that, but staff wanted to ensure there would not be
44 too much of an impact on builders and wanted to give builders an opportunity to respond. He
45 indicated this could be done easily.

46 Mr. Willcox believed Council needed to look at this in context with everything else staff
47 was doing, and did they want to spend the time asking staff to do this now. He indicated he was in
48 favor of waiting for the strategic planning meeting and deal with everything at that time. Mr. Dahl
49 responded that would be staff's preference also.

50 Mr. Tyacke stated while staff had agreed to certain conditions with this one developer,
51 other developers would not know and therefore he wanted this to be moved to the top of the list

1 and addressed immediately rather than waiting. Mr. Dahl stated the issue was that the Ordinance
2 was reactively enforced so when they did get complaints, staff could bring in the contractors for a
3 conversation. Mr. Thomson noted with the agreement, it was consistent with what the Ordinance
4 said today and there was nothing that required a change to the Ordinance.

5 Mrs. McCarthy asked residents to call 911 if there was a violation so it could be
6 documented.

7 Council agreed to address any changes to the Ordinance at the strategic planning meeting
8 in October.
9

10 **b. Upcoming Events/Announcements**

- 11 • The next Council meeting will be Tuesday, September 4
- 12 • Open House for refine designs for The Lake Effect from 5:30 to 8:00 p.m.
- 13 • Filing date for City Council ends next Tuesday at 4:30 p.m.
- 14

15 **b. Council Member Updates/Announcements**

16 None.
17

18 **AGENDA ITEM 10. Public Forum Continued (if necessary).**

19 There were no comments.
20

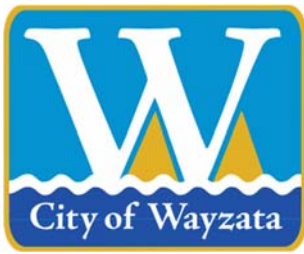
21 **AGENDA ITEM 11. Adjournment.**

22 Mrs. McCarthy made a motion, seconded by Mr. Tyacke to adjourn. There being no further
23 business, Mr. Willcox adjourned the meeting at 9:01 p.m.
24

25 Respectfully submitted,

26
27 Jeffrey Dahl
28 City Manager
29

30 Drafted by Kathy Altman
31 *TimeSaver Off Site Secretarial, Inc.*
32



City of Wayzata City Council Agenda Report

MEETING DATE: September 4, 2018	AGENDA ITEM: 7b
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks for July & August 2018	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached check register for July & August 2018.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Check Detail Register – July & August 2018

***Check Detail Register©**

August 2018

			Check Amt	Invoice	Comment
10100 Anchor Bank					
Paid Chk#	110293	8/15/2018	A-1 OUTDOOR POWER, INC.		
E 101-45200-222	Repair & Maint - Equip		\$14.49	425639	PARTS
E 101-45200-222	Repair & Maint - Equip		\$22.99	425864	PARTS
Total A-1 OUTDOOR POWER, INC.			\$37.48		
Paid Chk#	110294	8/15/2018	AEM FINANCIAL SOLUTIONS		
E 101-41500-301	Auditing and Acct g Services		\$4,817.00	403225	FINANCE DIRECTOR SERVICES
Total AEM FINANCIAL SOLUTIONS			\$4,817.00		
Paid Chk#	110295	8/15/2018	AIRTECH		
E 437-40000-404	Repairs/Maint - Machin/Equip		\$1,442.75	00062569	LIBRARY MAINT.
Total AIRTECH			\$1,442.75		
Paid Chk#	110296	8/15/2018	AMERICAN PLANNING ASSOCIATION		
E 101-41500-433	Dues, Licensing & Seminars		\$499.00	196093-1871	MEMBERSHIP RENEWAL - DAHL
Total AMERICAN PLANNING ASSOCIATION			\$499.00		
Paid Chk#	110297	8/15/2018	ANCHOR SCIENTIFIC INC.		
E 620-40000-225	Repair & Maint - System		\$86.70	235648	PARTS
Total ANCHOR SCIENTIFIC INC.			\$86.70		
Paid Chk#	110298	8/15/2018	ASPEN MILLS		
E 101-42200-217	Uniforms		\$81.90	220775	FD UNIFORMS
Total ASPEN MILLS			\$81.90		
Paid Chk#	110299	8/15/2018	BARCO MUNICIPAL PRODUCTS		
E 610-40000-210	Operating Supplies (GENERAL)		\$139.39	229734	MARKING PAINT
E 620-40000-210	Operating Supplies (GENERAL)		\$139.39	229734	MARKING PAINT
Total BARCO MUNICIPAL PRODUCTS			\$278.78		
Paid Chk#	110300	8/15/2018	BCA		
G 101-20300	Deposits Payable		\$32.00	BACKGROUN	BACKGROUND SERVICE
Total BCA			\$32.00		
Paid Chk#	110301	8/15/2018	BROOKDALE CHRYSLER, JEEP,DODGE		
E 101-42100-404	Repairs/Maint - Machin/Equip		\$124.83	323839	PARTS
E 101-43100-210	Operating Supplies (GENERAL)		\$5.88	323839-1	PARTS
Total BROOKDALE CHRYSLER, JEEP,DODGE			\$130.71		
Paid Chk#	110302	8/15/2018	BROYLES, PAT		
E 101-41100-493	Volunteer program		\$89.60	VOL.EXP.REI	DIG IT EXPENSES
Total BROYLES, PAT			\$89.60		
Paid Chk#	110303	8/15/2018	CENTERPOINT ENERGY		
E 101-41940-383	Fuel, oil and natural gas		\$491.31		SERVICE
E 610-40000-383	Fuel, oil and natural gas		\$18.26		SERVICE
E 640-47000-383	Fuel, oil and natural gas		\$141.89		SERVICE
E 640-48000-383	Fuel, oil and natural gas		\$567.58		SERVICE
E 101-41940-383	Fuel, oil and natural gas		\$11.56		SERVICE
E 101-42200-383	Fuel, oil and natural gas		\$61.37		SERVICE
Total CENTERPOINT ENERGY			\$1,291.97		
Paid Chk#	110304	8/15/2018	CIVITAS INC.		
E 233-40000-302	Consultants		\$75,725.40	23943	LAKE EFFECT
Total CIVITAS INC.			\$75,725.40		
Paid Chk#	110305	8/15/2018	CLAREY S SAFETY EQUIPMENT		
E 237-40000-240	Small Tools and Minor Equip		\$11,567.83	178280	NEW TRUCK TOOLS

***Check Detail Register©**

August 2018

			Check Amt	Invoice	Comment
Total	CLAREY S SAFETY EQUIPMENT		\$11,567.83		
Paid Chk#	110306	8/15/2018	CLASSIC CLEANING COMPANY		
E 101-41940-409	Maint services & Improv		\$1,511.00	27008	MONTHLY CLEANING
E 101-41940-409	Maint services & Improv		\$360.00	27009	MONTHLY CLEANING
Total	CLASSIC CLEANING COMPANY		\$1,871.00		
Paid Chk#	110307	8/15/2018	CONSTRUCTION MIDWEST, INC.		
E 670-40000-409	Maint services & Improv		\$403.10	0063135800	STORM SEWER SUPPLIES
Total	CONSTRUCTION MIDWEST, INC.		\$403.10		
Paid Chk#	110308	8/15/2018	CORE & MAIN		
E 610-40000-225	Repair & Maint - System		\$262.00	J290832	PARTS
Total	CORE & MAIN		\$262.00		
Paid Chk#	110309	8/15/2018	CULLIGAN-BOTTLED WATER		
E 101-41940-499	Miscellaneous		\$113.98	2265100	SUPPLIES
Total	CULLIGAN-BOTTLED WATER		\$113.98		
Paid Chk#	110310	8/15/2018	CUSTOM FIRE APPARATUS, INC.		
E 237-40000-240	Small Tools and Minor Equip		\$3,302.94	0018085	NEW TRUCK TOOLS
Total	CUSTOM FIRE APPARATUS, INC.		\$3,302.94		
Paid Chk#	110311	8/15/2018	DAKOTA COUNTY		
G 101-20300	Deposits Payable		\$300.00	CASH BAIL	CASH BAIL WARRANT #19AVVB17116522
Total	DAKOTA COUNTY		\$300.00		
Paid Chk#	110312	8/15/2018	DORSEY & WHITNEY LLP		
E 305-40000-304	Legal Fees		\$1,109.70	3435287	TIF#6
Total	DORSEY & WHITNEY LLP		\$1,109.70		
Paid Chk#	110313	8/15/2018	ECM PUBLISHERS, INC.		
E 101-41500-350	Printing & Publishing		\$136.85	615362	WAYZATA BAY WEST
E 101-41500-350	Printing & Publishing		\$107.10	621060	PRIMARY ELECTION
E 101-41500-350	Printing & Publishing		\$29.75	621061	ACCURACY TEST
E 101-41500-350	Printing & Publishing		\$160.65	622924	TIF DISCLOSURE STATEMENT
Total	ECM PUBLISHERS, INC.		\$434.35		
Paid Chk#	110314	8/15/2018	EDEN PRAIRIE POLICE DEPARTMENT		
E 101-42100-434	Training and schools		\$116.93	SWAT SCHOO PD TRAINING	
Total	EDEN PRAIRIE POLICE DEPARTMENT		\$116.93		
Paid Chk#	110315	8/15/2018	FSSOLUTIONS		
E 101-41500-306	Personnel Expense		\$150.15	FL00237130	DRUG & ALCOHOL RANDOM TESTING
Total	FSSOLUTIONS		\$150.15		
Paid Chk#	110316	8/15/2018	GALLS		
E 101-42100-217	Uniforms		\$75.90	010357631	PD UNIFORMS
Total	GALLS		\$75.90		
Paid Chk#	110317	8/15/2018	GOPHER STATE ONE CALL		
E 610-40000-313	Permit Fees/Gopher State		\$127.57	8070809	MONTHLY LOCATES
E 620-40000-313	Permit Fees/Gopher State		\$127.58	8070809	MONTHLY LOCATES
Total	GOPHER STATE ONE CALL		\$255.15		
Paid Chk#	110318	8/15/2018	HAWKINS, INC		
E 610-40000-216	Chemicals and Chem Products		\$3,484.11	4331574	CHEMICALS
Total	HAWKINS, INC		\$3,484.11		

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August 2018

			Check Amt	Invoice	Comment
Paid Chk#	110319	8/15/2018	HENN.CNTY.ACCTG.SERVICES		
E 101-42120-308	Prisoner Care		\$225.00	1000112749	PRISONER PROCESSING
G 101-20300	Deposits Payable		\$75.00	1000112749	PRISONER PROCESSING
E 101-42120-308	Prisoner Care		\$474.00	1000113942	PRISONER PROCESSING
Total	HENN.CNTY.ACCTG.SERVICES		\$774.00		
Paid Chk#	110320	8/15/2018	HENN.CNTY.INFO.TECH.DEPT.		
E 101-42200-323	Radio Units		\$1,155.30	1000114226	RADIO CONNECTIONS
E 101-42100-323	Radio Units		\$1,021.56	1000114227	RADIO CONNECTIONS
E 101-43100-323	Radio Units		\$146.89	1000114283	RADIO CONNECTIONS
E 101-45200-323	Radio Units		\$146.89	1000114283	RADIO CONNECTIONS
E 610-40000-323	Radio Units		\$146.88	1000114283	RADIO CONNECTIONS
E 620-40000-323	Radio Units		\$146.88	1000114283	RADIO CONNECTIONS
Total	HENN.CNTY.INFO.TECH.DEPT.		\$2,764.40		
Paid Chk#	110321	8/15/2018	HENNEPIN COUNTY TREASURER		
G 650-20818	Garbage Sales Tax		\$1,529.94	JULY 9% TAX	9% REFUSE TAX - JULY 2018
Total	HENNEPIN COUNTY TREASURER		\$1,529.94		
Paid Chk#	110322	8/15/2018	HIGH FIVE LLC		
E 101-41500-306	Personnel Expense		\$125.49	9255	EMPLOYEE SHIRTS
Total	HIGH FIVE LLC		\$125.49		
Paid Chk#	110323	8/15/2018	HTG ARCHITECTS		
E 101-41940-309	Contractual Services		\$2,011.99	17476	CITY HALL OFFICE REDESIGN
Total	HTG ARCHITECTS		\$2,011.99		
Paid Chk#	110324	8/15/2018	INDOOR BOAT STORAGE, INC.		
E 101-42200-404	Repairs/Maint - Machin/Equip		\$471.67	50317	FD BOAT REPAIR
Total	INDOOR BOAT STORAGE, INC.		\$471.67		
Paid Chk#	110325	8/15/2018	INTEGRATED FIRE & SECURITY		
E 101-41940-401	Repairs/Maint Buildings		\$3,728.75	73743A	CITY HALL ALARM PANEL
E 610-40000-242	Well & F.P. Equipment		\$317.30	73994	ALARM INSPECTION
Total	INTEGRATED FIRE & SECURITY		\$4,046.05		
Paid Chk#	110326	8/15/2018	JONES, REBECCA		
E 650-47600-331	Mileage & Expense Account		\$14.72	MILEAGE	MILEAGE
Total	JONES, REBECCA		\$14.72		
Paid Chk#	110327	8/15/2018	KD & COMPANY		
E 101-43100-229	Dirt, Sand and gravel		\$746.45	13046	STREET SWEEPING DISPOSAL
Total	KD & COMPANY		\$746.45		
Paid Chk#	110328	8/15/2018	LEE, ROSE		
E 101-42100-217	Uniforms		\$154.89	UNIFORM ALL	UNIFORM ALLOWANCE
Total	LEE, ROSE		\$154.89		
Paid Chk#	110329	8/15/2018	LEXISNEXIS RISK DATA		
E 101-42100-309	Contractual Services		\$33.00	121455020180	PD SERVICE
Total	LEXISNEXIS RISK DATA		\$33.00		
Paid Chk#	110330	8/15/2018	LMCD		
E 233-40000-437	Payments to Organizations		\$10,542.00	3RD QTR LEV	3RD QTR.2018 LEVY
Total	LMCD		\$10,542.00		
Paid Chk#	110331	8/15/2018	LOFFLER COMPANIES, INC.		
E 101-41500-311	Data Processing		\$4,905.00	2875177	NETWORK SUPPORT
E 640-49100-540	Equipment		\$330.00	CW82504	STORE COMPUTER

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August 2018

			Check Amt	Invoice	Comment
E 640-49100-540	Equipment		\$247.50	CW82972	STORE WORKSTATION
Total	LOFFLER COMPANIES, INC.		\$5,482.50		
Paid Chk# 110332	8/15/2018	LONG LAKE VETERINARY CLINIC			
E 101-42120-309	Contractual Services		\$50.00	272262	ANIMAL CONTROL SERVICES
Total	LONG LAKE VETERINARY CLINIC		\$50.00		
Paid Chk# 110333	8/15/2018	MACQUEEN EQUIPMENT, INC.			
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$1,465.44	P14283	PARTS
Total	MACQUEEN EQUIPMENT, INC.		\$1,465.44		
Paid Chk# 110334	8/15/2018	MADDEN, GALANTER, HANSEN, LLP			
E 101-41500-304	Legal Fees		\$465.30	7/31/18	LABOR RELATIONS
Total	MADDEN, GALANTER, HANSEN, LLP		\$465.30		
Paid Chk# 110335	8/15/2018	MANSFIELD OIL COMPANY			
E 101-49200-212	Motor Fuels		\$1,993.65	20882037	FUEL
Total	MANSFIELD OIL COMPANY		\$1,993.65		
Paid Chk# 110336	8/15/2018	MARINE DOCK & LIFT			
E 233-40000-220	Repair/Maint Supply (GENERAL)		\$164.00	2807	DOCK REPAIRS
Total	MARINE DOCK & LIFT		\$164.00		
Paid Chk# 110337	8/15/2018	MCCARTHY, LYNN			
E 101-41100-493	Volunteer program		\$64.41	DIG IT EXP	DIG IT EXPENSES
Total	MCCARTHY, LYNN		\$64.41		
Paid Chk# 110338	8/15/2018	MCCARTHY, TIMOTHY			
E 101-42100-331	Mileage & Expense Account		\$37.07	MILEAGE	MILEAGE & PARKING
Total	MCCARTHY, TIMOTHY		\$37.07		
Paid Chk# 110339	8/15/2018	MDRA			
E 630-40000-433	Dues, Licensing & Seminars		\$30.00	MTG.REGIST	ANNUAL MTG.REGISTRATION
Total	MDRA		\$30.00		
Paid Chk# 110340	8/15/2018	MEDIACOM			
E 101-41940-321	Telephone		\$335.90		SERVICE
Total	MEDIACOM		\$335.90		
Paid Chk# 110341	8/15/2018	MENARD S			
E 101-45200-210	Operating Supplies (GENERAL)		\$17.88		SUPPLIES
E 101-43100-229	Dirt, Sand and gravel		\$34.98		SUPPLIES
Total	MENARD S		\$52.86		
Paid Chk# 110342	8/15/2018	METRO SALES INC.			
E 101-42100-200	Office Supplies (GENERAL)		\$101.64	ACCT.016604	SUPPLIES
Total	METRO SALES INC.		\$101.64		
Paid Chk# 110343	8/15/2018	METRO WEST INSPECTION SERVICES			
E 101-42400-309	Contractual Services		\$6,650.00	1593	BLDG.INSPECTOR SERVICES
otal	METRO WEST INSPECTION SERVICES		\$6,650.00		
Paid Chk# 110344	8/15/2018	METROPOLITAN COUNCIL			
G 101-20831	MWCC (SAC)		\$2,485.00	JULY 2018 SA	JULY 2018 SAC FEES
R 101-00000-34190	Charges for Services/Gen Gov		(\$24.85)	JULY 2018 SA	JULY 2018 SAC FEES
Total	METROPOLITAN COUNCIL		\$2,460.15		
Paid Chk# 110345	8/15/2018	METROPOLITAN COUNCIL			
E 620-40000-386	Other Utilities		\$44,281.89	0001085683	SEWER SERVICE

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August 2018

		Check Amt	Invoice	Comment
Total METROPOLITAN COUNCIL		\$44,281.89		
Paid Chk# 110346	8/15/2018	MN FIRE SERVICE CERTIFICATION		
E 101-42200-434	Training and schools	\$115.00	5964	FD EXAM
Total MN FIRE SERVICE CERTIFICATION		\$115.00		
Paid Chk# 110347	8/15/2018	MN GLASS SERVICE		
E 437-40000-401	Repairs/Maint Buildings	\$1,448.00	LIBRARY	LIBRARY WINDOW REPAIR
Total MN GLASS SERVICE		\$1,448.00		
Paid Chk# 110348	8/15/2018	MN PETROLEUM SERVICE		
E 101-43100-210	Operating Supplies (GENERAL)	\$14.00	43679	SUPPLIES
Total MN PETROLEUM SERVICE		\$14.00		
Paid Chk# 110349	8/15/2018	NAPA AUTO PARTS-WATERTOWN		
E 101-43100-210	Operating Supplies (GENERAL)	\$59.00	500656	PARTS
E 101-43100-210	Operating Supplies (GENERAL)	\$32.06	501835	PARTS
Total NAPA AUTO PARTS-WATERTOWN		\$91.06		
Paid Chk# 110350	8/15/2018	NASSET, PETER		
G 101-20300	Deposits Payable	\$946.50	REFUND	DUMPSTER DEPOSIT REFUND
Total NASSET, PETER		\$946.50		
Paid Chk# 110351	8/15/2018	NITRO GREEN		
E 101-45200-316	Weed Control	\$709.00	121080802	WEED CONTROL
Total NITRO GREEN		\$709.00		
Paid Chk# 110352	8/15/2018	NORTH MEMORIAL		
E 101-42200-434	Training and schools	\$120.00	ACCT8885034	FD TRAINING
Total NORTH MEMORIAL		\$120.00		
Paid Chk# 110353	8/15/2018	OFFICE DEPOT		
E 630-40000-200	Office Supplies (GENERAL)	\$28.49	171242652001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)	\$209.36	171242652001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)	\$45.98	171246653001	SUPPLIES
E 101-43100-200	Office Supplies (GENERAL)	\$12.49	175939192001	SUPPLIES
E 630-40000-200	Office Supplies (GENERAL)	\$66.99	175939192001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)	\$2.29	175939192001	SUPPLIES
E 630-40000-540	Equipment	\$161.49	175941232001	PRINTER
E 101-41500-200	Office Supplies (GENERAL)	\$26.86	175941233001	SUPPLIES
Total OFFICE DEPOT		\$553.95		
Paid Chk# 110354	8/15/2018	PRO TIRE AND AUTO REPAIR		
E 101-42100-404	Repairs/Maint - Machin/Equip	\$31.76	33789	REPAIRS
Total PRO TIRE AND AUTO REPAIR		\$31.76		
Paid Chk# 110355	8/15/2018	PURCHASE POWER		
E 101-49200-322	Postage	\$422.98		POSTAGE METER SUPPLIES
Total PURCHASE POWER		\$422.98		
Paid Chk# 110356	8/15/2018	RIGID HITCH INC.		
E 101-45200-222	Repair & Maint - Equip	\$107.41	1928026334	PARTS
Total RIGID HITCH INC.		\$107.41		
Paid Chk# 110357	8/15/2018	RISVOLD, MICHAEL		
E 101-42100-217	Uniforms	\$108.97	UNIFORM ALL	UNIFORM ALLOWANCE
Total RISVOLD, MICHAEL		\$108.97		
Paid Chk# 110358	8/15/2018	SHORT ELLIOTT HENDRICKSON INC.		

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August 2018

		Check Amt	Invoice	Comment
E 407-40000-303	Engineering Fees	\$500.62	353803	CELL TOWER RELOCATE
G 802-20330	VERIZON UPGRADE	\$1,790.07	353803	CELL TOWER RELOCATE
G 802-20331	AT&T UPGRAD	\$501.27	353803	CELL TOWER RELOCATE
E 610-49100-302	Consultants	\$6,850.00	354052	WATER TANK REHAB
Total SHORT ELLIOTT HENDRICKSON INC.		\$9,641.96		
Paid Chk#	110359	8/15/2018	SITEONE LANDSCAPE SUPPLY	
E 101-45203-220	Repair/Maint Supply (GENERAL)	\$167.45	87477972	SUPPLIES
Total SITEONE LANDSCAPE SUPPLY		\$167.45		
Paid Chk#	110360	8/15/2018	TIME SAVER	
E 101-41100-302	Consultants	\$387.50	M24012	MTG.MINUTES
Total TIME SAVER		\$387.50		
Paid Chk#	110361	8/15/2018	TRI-CITY	
E 610-40000-309	Contractual Services	\$52.50	1800184	WATER ANALYSIS
Total TRI-CITY		\$52.50		
Paid Chk#	110362	8/15/2018	VAN PAPER COMPANY	
E 101-45200-210	Operating Supplies (GENERAL)	\$189.70	471182-00	SUPPLIES
Total VAN PAPER COMPANY		\$189.70		
Paid Chk#	110363	8/15/2018	VERIZON WIRELESS	
E 101-42200-323	Radio Units	\$25.33	9811276500	FD SERVICE
Total VERIZON WIRELESS		\$25.33		
Paid Chk#	110364	8/15/2018	VILLAGE CHEVROLET	
E 101-42100-404	Repairs/Maint - Machin/Equip	\$383.49	785211	PARTS
Total VILLAGE CHEVROLET		\$383.49		
Paid Chk#	110365	8/15/2018	WAYZATA CHAMBER OF COMMERCE	
E 101-42200-433	Dues, Licensing & Seminars	\$150.00	8923	FD REGISTRATION AT NIGHT TO UNITE LUNCHEON
Total WAYZATA CHAMBER OF COMMERCE		\$150.00		
Paid Chk#	110366	8/15/2018	WEEDERS DIGEST	
E 233-40000-220	Repair/Maint Supply (GENERAL)	\$213.51	23443	AERATOR PARTS
Total WEEDERS DIGEST		\$213.51		
Paid Chk#	110367	8/15/2018	XCEL ENERGY	
E 101-45203-381	Electric Utilities	\$4,616.65		SERVICE
E 101-41940-381	Electric Utilities	\$6,549.74		SERVICE
E 101-42200-381	Electric Utilities	\$551.65		SERVICE
E 610-40000-381	Electric Utilities	\$6,869.11		SERVICE
E 640-47000-381	Electric Utilities	\$1,846.57		SERVICE
E 640-48000-381	Electric Utilities	\$4,308.65		SERVICE
E 620-40000-381	Electric Utilities	\$1,729.94		SERVICE
E 101-41940-381	Electric Utilities	\$11.07		SERVICE
Total XCEL ENERGY		\$26,483.38		
Paid Chk#	110368	8/16/2018	ARTISAN BEER COMPANY	
E 640-47000-253	Beer For Resale	\$264.50	3280049	BEER RESALE
E 640-47000-253	Beer For Resale	\$576.25	3281821	BEER RESALE
E 640-47000-253	Beer For Resale	\$124.50	430138	BEER RESALE
Total ARTISAN BEER COMPANY		\$965.25		
Paid Chk#	110369	8/16/2018	BELLBOY BAR SUPPLY CORP.	
E 640-47000-251	Liquor For Resale	\$88.00	0065410500	LIQ RESALE
E 640-47000-259	Freight	\$2.55	0065410500	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	\$58.00	0098047800	MISC.MIX

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E 640-47000-210	Operating Supplies (GENERAL)		\$73.60	0098047800	SUPPLIES
Total	BELLBOY BAR SUPPLY CORP.		\$222.15		
Paid Chk# 110370	8/16/2018	BERNICK'S WINE			
E 640-47000-254	Soft Drinks/Mix For Resale		\$83.00	439831	MISC.BEV
E 640-47000-254	Soft Drinks/Mix For Resale		\$90.00	441283	MISC.BEV
E 640-47000-253	Beer For Resale		\$247.00	441284	BEER
E 640-47000-254	Soft Drinks/Mix For Resale		\$58.80	442761	MISC.BEV
E 640-47000-253	Beer For Resale		\$562.85	442762	BEER
E 640-47000-254	Soft Drinks/Mix For Resale		\$101.15	444216	MISC.BEV
E 640-47000-253	Beer For Resale		\$247.25	444217	BEER
Total	BERNICK'S WINE		\$1,390.05		
Paid Chk# 110371	8/16/2018	BOURGET IMPORTS			
E 640-47000-252	Wine For Resale		\$208.00	153262	WINE
E 640-47000-259	Freight		\$3.00	153262	FREIGHT
Total	BOURGET IMPORTS		\$211.00		
Paid Chk# 110372	8/16/2018	BREAKTHRU BEVERAGE			
E 640-48000-251	Liquor For Resale		\$232.07	1080836987	LIQUOR
E 640-48000-252	Wine For Resale		\$390.00	1080836987	WINE
E 640-47000-251	Liquor For Resale		\$1,484.58	1080837270	LIQUOR
E 640-47000-252	Wine For Resale		\$72.00	1080837270	WINE
E 640-47000-259	Freight		\$11.60	1080837270	FREIGHT
E 640-47000-252	Wine For Resale		\$437.16	1080837271	WINE
E 640-47000-259	Freight		\$8.70	1080837271	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,005.00	1080839014	LIQUOR
E 640-47000-259	Freight		\$7.25	1080839014	FREIGHT
E 640-48000-252	Wine For Resale		\$217.57	1080840410	LIQUOR
E 640-47000-251	Liquor For Resale		\$3,104.91	1080840775	LIQUOR
E 640-47000-259	Freight		\$28.14	1080840775	FREIGHT
E 640-47000-252	Wine For Resale		\$2,535.16	1080840776	WINE
E 640-47000-259	Freight		\$29.24	1080840776	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$220.96	1080840777	MISC.MIX
E 640-47000-259	Freight		\$7.25	1080840777	FREIGHT
E 640-47000-251	Liquor For Resale		(\$39.59)	2080207058	LIQUOR
Total	BREAKTHRU BEVERAGE		\$9,752.00		
Paid Chk# 110373	8/16/2018	BREAKTHRY BEVERAGE BEER			
E 640-47000-253	Beer For Resale		\$4,692.35	1090887573	BEER
E 640-48000-253	Beer For Resale		\$322.00	1090890571	BEER
E 640-47000-253	Beer For Resale		\$4,855.90	1090890604	BEER
E 640-47000-253	Beer For Resale		\$3,346.25	1090893481	BEER
E 640-48000-253	Beer For Resale		\$474.00	1090893546	BEER
Total	BREAKTHRY BEVERAGE BEER		\$13,690.50		
Paid Chk# 110374	8/16/2018	CAPITOL BEVERAGE SALES			
E 640-48000-253	Beer For Resale		\$270.00	214070	BEER
E 640-47000-253	Beer For Resale		\$3,909.25	2140854	BEER
E 640-48000-253	Beer For Resale		\$1,124.00	2144191	BEER
Total	CAPITOL BEVERAGE SALES		\$5,303.25		
Paid Chk# 110375	8/16/2018	CINTAS CORPORATION			
E 640-48500-210	Operating Supplies (GENERAL)		\$69.22	4008392966	KITCHEN SUPPLIES
E 640-48500-217	Uniforms		\$63.33	4008392966	KITCHEN UNIFORMS
E 640-48000-210	Operating Supplies (GENERAL)		\$17.28	4008392966	BAR SUPPLIES
Total	CINTAS CORPORATION		\$149.83		

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Paid Chk#	110376	8/16/2018	CLEAR RIVER BEVERAGE CO.		
E 640-47000-253	Beer For Resale		\$91.40	130-1907	BEER
Total	CLEAR RIVER BEVERAGE CO.		\$91.40		
Paid Chk#	110377	8/16/2018	DAHLHEIMER DISTRIBUTING CO.		
E 640-47000-253	Beer For Resale		\$1,464.70	1361144	BEER
E 640-47000-253	Beer For Resale		\$555.20	1361190	BEER
E 640-48000-253	Beer For Resale		\$500.00	1365448	BEER
E 640-48000-253	Beer For Resale		\$650.00	1365505	BEER
E 640-47000-253	Beer For Resale		\$778.15	1365506	BEER
E 640-47000-253	Beer For Resale		\$1,752.53	184012	BEER
Total	DAHLHEIMER DISTRIBUTING CO.		\$5,700.58		
Paid Chk#	110378	8/16/2018	DAILEY DATA & ASSOCIATES		
E 640-47000-404	Repairs/Maint - Machin/Equip		\$155.92	101669	BARCODE SCANNER
Total	DAILEY DATA & ASSOCIATES		\$155.92		
Paid Chk#	110379	8/16/2018	DETAILED SERVICES		
E 640-48000-401	Repairs/Maint Buildings		\$263.44	13817	CARPETS CLEANED
Total	DETAILED SERVICES		\$263.44		
Paid Chk#	110380	8/16/2018	DIRECTV		
E 640-48000-415	Other Equipment Rentals		\$316.87	34711676515	SERVICE
Total	DIRECTV		\$316.87		
Paid Chk#	110381	8/16/2018	DWB VENTURES, LLC		
E 640-48000-340	Advertising		\$395.00	JULY MAILING	JULY ADVERTISEMENT
Total	DWB VENTURES, LLC		\$395.00		
Paid Chk#	110382	8/16/2018	ELAN-CARDMEMBER SERVICES		
E 101-41500-331	Mileage & Expense Account		\$358.54		MTG.MEALS
E 101-41500-433	Dues, Licensing & Seminars		\$976.97		CONF.EXP.-DAHL
E 101-41500-306	Personnel Expense		\$497.85		MALONE RETIREMENT
E 101-42100-499	Miscellaneous		\$93.20		PD SUPPLIES
E 640-47000-306	Personnel Expense		\$159.81		STORE EMP.ADS
E 640-47000-497	Credit Card Fees		\$199.71		STORE CC FEES
E 640-47000-404	Repairs/Maint - Machin/Equip		\$198.92		STORE REPAIRS
E 630-40000-433	Dues, Licensing & Seminars		\$29.95		MV DUES
E 630-40000-331	Mileage & Expense Account		\$25.00		MV LUNCHEON REGISTRATION
E 101-41100-331	Mileage & Expense Account		\$75.00		COUNCIL LUNCHEON REGISTRATION
E 101-41500-331	Mileage & Expense Account		\$250.00		STAFF LUNCHEON REGISTRATION
E 640-48000-497	Credit Card Fees		\$50.00		BAR CC FEES
E 640-48000-306	Personnel Expense		\$62.27		BAR EMPL.ADS
E 640-48000-404	Repairs/Maint - Machin/Equip		\$100.20		BAR REPAIRS
E 101-45200-409	Maint services & Improv		\$170.40		PARKS SUPPLIES
E 101-43100-331	Mileage & Expense Account		\$35.91		STREETS MTG. MEAL
E 101-43100-499	Miscellaneous		\$14.99		STREETS SUPPLIES
E 409-40000-540	Equipment		\$194.95		EQUIPMENT
Total	ELAN-CARDMEMBER SERVICES		\$3,493.67		
Paid Chk#	110383	8/16/2018	ENKI BREWING COMPANY		
E 640-47000-253	Beer For Resale		\$126.00	9358	BEER
E 640-48000-253	Beer For Resale		\$162.75	9396	BEER
Total	ENKI BREWING COMPANY		\$288.75		
Paid Chk#	110384	8/16/2018	FOREMOST BUSINESS SYSTEMS INC.		
E 640-48000-433	Dues, Licensing & Seminars		\$258.06	61182	BAR EQUIP.MAINT.AGREEMENT
otal	FOREMOST BUSINESS SYSTEMS INC.		\$258.06		

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Paid Chk# 110385	8/16/2018	GRAPE BEGINNINGS, INC.		
E 640-47000-259	Freight	\$1.50	43627	FREIGHT
E 640-47000-259	Freight	\$1.50	43628	FREIGHT
E 640-47000-259	Freight	\$4.50	43733	FREIGHT
E 640-47000-252	Wine For Resale	\$192.00	MN00043627	WINE RESALE
E 640-47000-252	Wine For Resale	\$240.00	MN00043628	WINE RESALE
E 640-47000-252	Wine For Resale	\$594.00	MN00043733	WINE RESALE
Total GRAPE BEGINNINGS, INC.		\$1,033.50		
Paid Chk# 110386	8/16/2018	HEGGIES PIZZA		
E 640-48500-255	FOODIngredients For Resale	\$33.50	659567369	FOOD
Total HEGGIES PIZZA		\$33.50		
Paid Chk# 110387	8/16/2018	HOHENSTEINS INC.		
E 640-47000-253	Beer For Resale	\$1,027.50	977719	BEER RESALE
E 640-47000-253	Beer For Resale	\$1,074.50	980468	BEER RESALE
Total HOHENSTEINS INC.		\$2,102.00		
Paid Chk# 110388	8/16/2018	JJ TAYLOR DISTRIBUTING OF MN		
E 640-47000-253	Beer For Resale	\$1,751.25	2853499	BEER
E 640-47000-253	Beer For Resale	\$3,307.20	2853532	BEER
E 640-47000-253	Beer For Resale	\$2,380.50	2853560	BEER
E 640-47000-253	Beer For Resale	\$2,002.73	2853583	BEER
E 640-48000-253	Beer For Resale	\$651.60	2869178	BEER
Total JJ TAYLOR DISTRIBUTING OF MN		\$10,093.28		
Paid Chk# 110389	8/16/2018	JOHNSON BROS.-ST.PAUL		
E 640-47000-252	Wine For Resale	\$48.00	1067035	WINE
E 640-47000-259	Freight	\$2.52	1067035	FREIGHT
E 640-47000-251	Liquor For Resale	\$957.84	1068416	LIQUOR
E 640-47000-259	Freight	\$13.86	1068416	FREIGHT
E 640-47000-252	Wine For Resale	\$1,970.76	1068417	WINE
E 640-47000-259	Freight	\$32.76	1068417	FREIGHT
E 640-47000-251	Liquor For Resale	\$497.00	1069758	LIQUOR
E 640-47000-259	Freight	\$3.78	1069758	FREIGHT
E 640-47000-252	Wine For Resale	\$2,771.13	1069759	WINE
E 640-47000-254	Soft Drinks/Mix For Resale	\$355.00	1069759	MISC.MIX
E 640-47000-259	Freight	\$27.72	1069759	FREIGHT
E 640-47000-251	Liquor For Resale	\$3,639.80	1071101	LIQUOR
E 640-47000-259	Freight	\$26.26	1071101	FREIGHT
E 640-47000-252	Wine For Resale	\$1,532.60	1071102	WINE
E 640-47000-259	Freight	\$34.03	1071102	FREIGHT
E 640-47000-251	Liquor For Resale	\$1,132.70	1074085	LIQUOR
E 640-47000-259	Freight	\$12.60	1074085	FREIGHT
E 640-47000-252	Wine For Resale	\$3,535.37	1074086	WINE
E 640-47000-259	Freight	\$51.03	1074086	FREIGHT
E 640-47000-251	Liquor For Resale	\$5,252.91	1075283	LIQUOR
E 640-47000-259	Freight	\$39.98	1075283	FREIGHT
E 640-47000-252	Wine For Resale	\$340.95	1075284	WINE
E 640-47000-259	Freight	\$6.30	1075284	FREIGHT
E 640-47000-259	Freight	(\$0.21)	693060	FREIGHT
E 640-47000-251	Liquor For Resale	(\$245.26)	693061	LIQUOR
E 640-47000-254	Soft Drinks/Mix For Resale	(\$35.50)	694479	MISC.MIX
E 640-47000-251	Liquor For Resale	(\$274.26)	694480	LIQUOR
Total JOHNSON BROS.-ST.PAUL		\$21,729.67		
Paid Chk# 110390	8/16/2018	KARLSBURGER FOODS, INC.		
E 640-48500-255	FOODIngredients For Resale	\$384.60	000473217	FOOD

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Total KARLSBURGER FOODS, INC.			\$384.60		
Paid Chk# 110391	8/16/2018	KEEPSAKE CIDERY LLP			
E 640-47000-253	Beer For Resale		\$120.00	81118	BEER
Total KEEPSAKE CIDERY LLP			\$120.00		
Paid Chk# 110392	8/16/2018	LIBATION PROJECT			
E 640-47000-252	Wine For Resale		\$2,570.00	16158	WINE RESALE
E 640-47000-259	Freight		\$7.50	16158	FREIGHT
E 640-47000-252	Wine For Resale		\$1,328.00	16202	WINE RESALE
E 640-47000-259	Freight		\$12.00	16202	FREIGHT
E 640-47000-252	Wine For Resale		\$396.00	16334	WINE RESALE
E 640-47000-259	Freight		\$4.50	16334	FREIGHT
E 640-47000-252	Wine For Resale		(\$160.00)	16362	WINE RESALE
Total LIBATION PROJECT			\$4,158.00		
Paid Chk# 110393	8/16/2018	M.AMUNDSON LLP			
E 640-47000-256	MISC.MDSE.RESALE		\$1,021.40	263280	CIGARETTES
E 640-47000-256	MISC.MDSE.RESALE		\$1,113.65	263675	CIGARETTES
Total M.AMUNDSON LLP			\$2,135.05		
Paid Chk# 110394	8/16/2018	NEW FRANCE WINE COMPANY			
E 640-47000-252	Wine For Resale		\$277.00	133534	WINE RESALE
E 640-47000-259	Freight		\$3.00	133534	FREIGHT
E 640-47000-252	Wine For Resale		\$456.00	133739	WINE RESALE
E 640-47000-259	Freight		\$6.00	133739	FREIGHT
E 640-47000-252	Wine For Resale		\$332.00	133974	WINE RESALE
E 640-47000-259	Freight		\$6.00	133974	FREIGHT
E 640-47000-252	Wine For Resale		\$84.00	134015	WINE RESALE
E 640-47000-259	Freight		\$1.50	134015	FREIGHT
Total NEW FRANCE WINE COMPANY			\$1,165.50		
Paid Chk# 110395	8/16/2018	NORTHWESTERN FRUIT COMPANY			
E 640-48500-255	FOODIngredients For Resale		\$175.90	888126	FOOD
E 640-48500-255	FOODIngredients For Resale		\$307.30	888252	FOOD
E 640-48500-255	FOODIngredients For Resale		\$398.15	888407	FOOD
Total NORTHWESTERN FRUIT COMPANY			\$881.35		
Paid Chk# 110396	8/16/2018	PAUSTIS & SONS			
E 640-47000-252	Wine For Resale		\$2,304.00	19178	WINE RESALE
E 640-47000-259	Freight		\$30.00	19178	FREIGHT
E 640-47000-252	Wine For Resale		\$1,190.00	19336	WINE RESALE
E 640-47000-259	Freight		\$11.25	19336	FREIGHT
E 640-47000-252	Wine For Resale		\$906.50	20098	WINE RESALE
E 640-47000-259	Freight		\$8.75	20098	FREIGHT
E 640-47000-252	Wine For Resale		\$520.00	20235	WINE RESALE
E 640-47000-259	Freight		\$8.75	20235	FREIGHT
Total PAUSTIS & SONS			\$4,979.25		
Paid Chk# 110397	8/16/2018	PEPSI -COLA			
E 640-47000-254	Soft Drinks/Mix For Resale		\$186.70	46927460	MISC.BEV
Total PEPSI -COLA			\$186.70		
Paid Chk# 110398	8/16/2018	PHILLIPS WINES & SPIRITS			
E 640-47000-251	Liquor For Resale		\$547.81	2398753	LIQUOR
E 640-47000-259	Freight		\$4.41	2398753	FREIGHT
E 640-47000-252	Wine For Resale		\$762.95	2398754	WINE RESALE
E 640-47000-259	Freight		\$11.34	2398754	FREIGHT

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E 640-47000-251	Liquor For Resale		\$631.10	2401771	LIQUOR
E 640-47000-259	Freight		\$6.51	2401771	FREIGHT
E 640-47000-252	Wine For Resale		\$1,348.00	2401772	WINE RESALE
E 640-47000-259	Freight		\$12.60	2401772	FREIGHT
E 640-47000-251	Liquor For Resale		\$200.00	2402663	LIQUOR
E 640-47000-259	Freight		\$1.26	2402663	FREIGHT
E 640-47000-259	Freight		\$1.26	2402664	FREIGHT
Total PHILLIPS WINES & SPIRITS			\$3,527.24		
Paid Chk# 110399	8/16/2018	PLUNKETT S PEST CONTROL			
E 640-48000-409	Maint services & Improv		\$120.68	6017718	SERVICE
Total PLUNKETT S PEST CONTROL			\$120.68		
Paid Chk# 110400	8/16/2018	ROOTSTOCK WINE COMPANY			
E 640-47000-252	Wine For Resale		\$144.00	18-03938	WINE RESALE
E 640-47000-259	Freight		\$1.50	18-03938	FREIGHT
Total ROOTSTOCK WINE COMPANY			\$145.50		
Paid Chk# 110401	8/16/2018	RUE 38			
E 640-47000-252	Wine For Resale		\$160.00	3706	WINE
E 640-47000-259	Freight		\$1.50	3706	FREIGHT
Total RUE 38			\$161.50		
Paid Chk# 110402	8/16/2018	SHAMROCK GROUP			
E 640-47000-254	Soft Drinks/Mix For Resale		\$126.80	2265661	ICE
E 640-47000-254	Soft Drinks/Mix For Resale		\$112.86	2267160	ICE
E 640-47000-254	Soft Drinks/Mix For Resale		\$105.26	2268075	ICE
E 640-47000-254	Soft Drinks/Mix For Resale		\$117.85	2269561	ICE
E 640-47000-254	Soft Drinks/Mix For Resale		\$148.18	2270429	ICE
Total SHAMROCK GROUP			\$610.95		
Paid Chk# 110403	8/16/2018	SOUTHERN GLAZER'S OF MN			
E 640-47000-252	Wine For Resale		\$1,812.00	1713108	WINE
E 640-47000-259	Freight		\$7.68	1713108	FREIGHT
E 640-47000-251	Liquor For Resale		\$2,831.51	1713129	LIQUOR
E 640-47000-259	Freight		\$23.26	1713129	FREIGHT
E 640-47000-252	Wine For Resale		\$416.00	1713130	WINE RESALE
E 640-47000-259	Freight		\$3.84	1713130	FREIGHT
E 640-47000-252	Wine For Resale		\$1,113.00	1713131	WINE
E 640-47000-259	Freight		\$16.64	1713131	FREIGHT
E 640-47000-251	Liquor For Resale		\$5,416.06	1715829	LIQUOR
E 640-47000-259	Freight		\$44.98	1715829	FREIGHT
E 640-47000-259	Freight		\$2.56	1715830	FREIGHT
E 640-47000-252	Wine For Resale		\$1,635.04	1715831	WINE
E 640-47000-252	Wine For Resale		\$252.00	1715832	WINE
E 640-47000-259	Freight		\$1.28	1715832	FREIGHT
E 640-47000-252	Wine For Resale		\$2,240.00	5032893	WINE RESALE
E 640-47000-259	Freight		\$32.00	5032893	FREIGHT
Total SOUTHERN GLAZER'S OF MN			\$15,847.85		
Paid Chk# 110404	8/16/2018	STEEL TOE BREWING			
E 640-48000-253	Beer For Resale		\$90.00	22823	BEER
Total STEEL TOE BREWING			\$90.00		
Paid Chk# 110405	8/16/2018	T.D. ANDERSON INC.			
E 640-48000-409	Maint services & Improv		\$105.00	244342	BEER LINE SERVICE
Total T.D. ANDERSON INC.			\$105.00		

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Paid Chk#	110406	8/16/2018	TOLL GAS & WELDING SUPPLY		
E 640-48000-210	Operating Supplies (GENERAL)		\$76.96	40085767	SUPPLIES
Total	TOLL GAS & WELDING SUPPLY		\$76.96		
Paid Chk#	110407	8/16/2018	TRIMARK		
E 640-48500-210	Operating Supplies (GENERAL)		\$514.48	99QYFK	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$350.17	99QYFK	BAR SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$42.33	99QYFM	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		(\$49.06)	99R03Z	KITCHEN SUPPLIES
Total	TRIMARK		\$857.92		
Paid Chk#	110408	8/16/2018	TRUE BRANDS		
E 640-47000-254	Soft Drinks/Mix For Resale		\$53.76	364630	MISC MDSE
E 640-47000-210	Operating Supplies (GENERAL)		\$8.99	364630	SUPPLIES
E 640-47000-210	Operating Supplies (GENERAL)		\$22.99	365803	SUPPLIES
E 640-47000-254	Soft Drinks/Mix For Resale		\$53.76	368017	MISC MDSE
Total	TRUE BRANDS		\$139.50		
Paid Chk#	110409	8/16/2018	US FOODS		
E 640-48500-255	FOODIngredients For Resale		\$15.75	4566227	FOOD
E 640-48500-255	FOODIngredients For Resale		\$4,410.54	4566228	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$134.20	4566228	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$38.85	4566228	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$44.60	4566228	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$152.61	4566228	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$93.13	4566228	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$3,285.32	4618256	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$309.88	4618256	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$38.85	4618256	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$52.99	4618256	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$207.31	4618256	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$25.21	4618256	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$5,647.74	4661402	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$155.65	4661402	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$114.69	4661402	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$98.75	4661402	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$211.42	4661402	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$164.49	4661402	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$579.59	4663139	FOOD
E 640-48500-255	FOODIngredients For Resale		\$4,467.33	4694929	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$239.50	4694929	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$156.06	4694929	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$108.61	4694929	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$129.86	4694929	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$110.04	4694929	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$91.54	4711732	FOOD
E 640-48500-255	FOODIngredients For Resale		\$220.22	4747384	FOOD
E 640-48500-255	FOODIngredients For Resale		\$3,655.63	4747385	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$43.16	4747385	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$101.96	4747385	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$53.28	4747385	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$292.88	4747385	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$11.47	4747385	LIQUOR
Total	US FOODS		\$25,463.11		
Paid Chk#	110410	8/16/2018	VINOCOPIA		
E 640-47000-254	Soft Drinks/Mix For Resale		\$120.00	0212747	MISC.BEV
E 640-47000-259	Freight		\$12.00	0212747	FREIGHT

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E 640-47000-251	Liquor For Resale		\$434.23	0212885	LIQUOR
E 640-47000-259	Freight		\$5.00	0212885	FREIGHT
Total VINOCOPIA			\$571.23		
Paid Chk# 110411	8/16/2018	WINE COMPANY			
E 640-47000-252	Wine For Resale		\$2,538.67	78763	WINE RESALE
E 640-47000-259	Freight		\$24.75	78763	FREIGHT
E 640-47000-252	Wine For Resale		\$1,005.33	79394	WINE RESALE
E 640-47000-259	Freight		\$16.50	79394	FREIGHT
E 640-47000-252	Wine For Resale		\$160.00	79605	WINE RESALE
E 640-47000-259	Freight		\$4.20	79605	FREIGHT
E 640-47000-252	Wine For Resale		(\$259.30)	79625	WINE RESALE
Total WINE COMPANY			\$3,490.15		
Paid Chk# 110412	8/16/2018	WINE MERCHANT			
E 640-47000-252	Wine For Resale		\$1,489.50	7194387	WINE
E 640-47000-259	Freight		\$11.34	7194387	FREIGHT
E 640-48000-252	Wine For Resale		\$743.54	7194559	WINE
E 640-47000-252	Wine For Resale		\$3,046.00	7195171	WINE
E 640-47000-259	Freight		\$16.38	7195171	FREIGHT
E 640-48000-252	Wine For Resale		\$471.88	7195468	WINE
E 640-47000-252	Wine For Resale		(\$297.26)	720905	WINE
E 640-47000-252	Wine For Resale		(\$673.26)	721570	WINE
E 640-47000-252	Wine For Resale		(\$257.90)	721723	WINE
E 640-47000-252	Wine For Resale		(\$79.26)	721735	WINE
Total WINE MERCHANT			\$4,470.96		
Paid Chk# 110413	8/16/2018	WRS IMPORTS LLC			
E 640-47000-252	Wine For Resale		\$276.00	1643	WINE
E 640-47000-251	Liquor For Resale		\$705.00	1659	LIQUOR
Total WRS IMPORTS LLC			\$981.00		
Paid Chk# 110414	8/28/2018	AAA STRIPING SERVICE CO.			
E 101-43100-409	Maint services & Improv		\$8,808.69	105734	MAINLINE STRIPING
Total AAA STRIPING SERVICE CO.			\$8,808.69		
Paid Chk# 110415	8/28/2018	ABSOLUTE MECHANICAL			
E 101-41940-404	Repairs/Maint - Machin/Equip		\$722.00	10089	CITY HALL HVAC
Total ABSOLUTE MECHANICAL			\$722.00		
Paid Chk# 110416	8/28/2018	ADAMS, KENT & AMANDA			
G 802-20370	309 & 342 RAMSEY RD		\$566.00	REFUND	309 RAMSEY ROAD VARIANCE & SUBDIVISION ESCROW REFUND
Total ADAMS, KENT & AMANDA			\$566.00		
Paid Chk# 110417	8/28/2018	AIRTECH			
E 437-40000-404	Repairs/Maint - Machin/Equip		\$394.02	32922	LIBRARY HVAC REPAIRS
E 437-40000-404	Repairs/Maint - Machin/Equip		\$370.00	34009	LIBRARY HVAC REPAIRS
Total AIRTECH			\$764.02		
Paid Chk# 110418	8/28/2018	ALLIED BLACKTOP COMPANY			
E 430-40000-309	Contractual Services		\$103,266.05	STR-2018-01	2018 SEAL COAT
Total ALLIED BLACKTOP COMPANY			\$103,266.05		
Paid Chk# 110419	8/28/2018	BERRY COFFEE COMPANY			
E 101-41940-499	Miscellaneous		\$163.63	584872	COFFEE SUPPLIES
Total BERRY COFFEE COMPANY			\$163.63		
Paid Chk# 110420	8/28/2018	BETMAR LANGUAGES			

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E 640-48000-306	Personnel Expense		\$150.00	48485	TRANSLATOR
E 640-48000-306	Personnel Expense		\$150.00	48487	TRANSLATOR
Total BETMAR LANGUAGES			\$300.00		
Paid Chk# 110421	8/28/2018	BIFFS, INC.			
E 101-45200-415	Other Equipment Rentals		\$62.50	W690070	PARKS SERVICE
Total BIFFS, INC.			\$62.50		
Paid Chk# 110422	8/28/2018	CIVITAS INC.			
E 233-40000-302	Consultants		\$42,744.27	23880	LAKE EFFECT
E 233-40000-302	Consultants		\$62,738.68	23895	LAKE EFFECT
Total CIVITAS INC.			\$105,482.95		
Paid Chk# 110423	8/28/2018	COMMUNITY OF RECOVERING PEOPLE			
G 802-20375	THE RETREAT		\$2,423.25	REFUND	CUP ESCROW REFUND
Total COMMUNITY OF RECOVERING PEOPLE			\$2,423.25		
Paid Chk# 110424	8/28/2018	CONFLUENCE			
E 404-40000-302	Consultants		\$4,947.17	15810	PARKS & TRAILS MASTER PLAN
E 404-40000-302	Consultants		\$1,176.50	15912	PARKS & TRAILS MASTER PLAN
Total CONFLUENCE			\$6,123.67		
Paid Chk# 110425	8/28/2018	CORE & MAIN			
E 610-49100-405	Maint/Replac - System		\$5,263.00	J258725	FIRE HYDRANT REPLACEMENT
E 610-40000-225	Repair & Maint - System		\$2,910.44	J285868	WATER PARTS
E 610-40000-225	Repair & Maint - System		(\$1,467.76)	J345526	WATER PARTS
Total CORE & MAIN			\$6,705.68		
Paid Chk# 110426	8/28/2018	DAYTON, EDWARD			
R 610-00000-37110	W/S/Storm Sales		\$48.81	REFUND	OVERPAYMENT ON FINAL UTILITY BILL FOR 686 FERNDAL
Total DAYTON, EDWARD			\$48.81		
Paid Chk# 110427	8/28/2018	DELTA DENTAL OF MINNESOTA			
G 101-21717	Dental Insurance		\$2,475.95	7382750	DENTAL INS.
Total DELTA DENTAL OF MINNESOTA			\$2,475.95		
Paid Chk# 110428	8/28/2018	DENALI CUSTOM HOMES, INC			
G 802-20368	372 FERNDAL RD S-SCHMIDT		\$2,353.50	REFUND	372 FERNDAL RD - CUP ESCROW REFUND
Total DENALI CUSTOM HOMES, INC			\$2,353.50		
Paid Chk# 110429	8/28/2018	ECM PUBLISHERS, INC.			
E 101-41500-350	Printing & Publishing		\$345.10	622925	ROW ORDINANCE
E 101-41500-350	Printing & Publishing		\$59.50	622926	ROW ORDINANCE
G 802-20344	ENCLAVE AT CROSSDALE		\$65.45	622927	ENCLAVE AT CROSSDALE ESCROW
G 802-20389	105 WALKER-VANDERHEYDEN		\$59.50	622928	105 WALKER ESCROW
G 802-20836	305 LAKE ST - ZITZLOFF		\$65.45	622929	305 LAKE ESCROW
G 802-20374	235 LAKE ST. - HUGHES		\$71.40	622930	235 & 239 LAKE ESCROW
G 802-20365	253 LAKE STREET-HOYT		\$71.40	622931	253 LAKE ESCROW
Total ECM PUBLISHERS, INC.			\$737.80		
Paid Chk# 110430	8/28/2018	EIBENSTEINER, JIM			
E 610-40000-241	Safety equip/testings		\$72.50	REIMB.	UNIFORM-SAFETY SHOES
E 620-40000-241	Safety equip/testings		\$72.50	REIMB.	UNIFORM-SAFETY SHOES
Total EIBENSTEINER, JIM			\$145.00		
Paid Chk# 110431	8/28/2018	ELECTRIC PUMP, INC.			
E 620-40000-225	Repair & Maint - System		\$1,125.68	0063479	PARTS
Total ELECTRIC PUMP, INC.			\$1,125.68		

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Paid Chk# 110432	8/28/2018	EMERYS TREE SERVICE, INC.		
E 404-40000-309	Contractual Services	\$3,050.00	22123	TREE & STUMP REMOVAL
Total	EMERYS TREE SERVICE, INC.	\$3,050.00		
Paid Chk# 110433	8/28/2018	ESS BROTHERS & SONS INC.		
E 620-40000-225	Repair & Maint - System	\$350.00	YY4802	PARTS
E 610-40000-225	Repair & Maint - System	\$472.75	YY5306	PARTS
E 620-40000-225	Repair & Maint - System	\$594.00	YY5442	PARTS
Total	ESS BROTHERS & SONS INC.	\$1,416.75		
Paid Chk# 110434	8/28/2018	EXCEL DOCUMENT MGMT.		
E 101-43300-499	Miscellaneous	\$79.76	44081	BUS.CARDS - M KELLY
Total	EXCEL DOCUMENT MGMT.	\$79.76		
Paid Chk# 110435	8/28/2018	FANSLER, JOHN		
G 802-20359	501 HILLSIDE WETLAND DELIN.	\$34.75	REFUND	501 HILLSIDE WETLAND DELINEATION REVIEW ESCROW REFUND
Total	FANSLER, JOHN	\$34.75		
Paid Chk# 110436	8/28/2018	FIDELITY SECURITY LIFE		
G 101-21722	Vision Insurance	\$86.35	2090511	VISION INS.
Total	FIDELITY SECURITY LIFE	\$86.35		
Paid Chk# 110437	8/28/2018	FLEETPRIDE		
E 101-45200-222	Repair & Maint - Equip	\$116.00	8771000	PARTS
Total	FLEETPRIDE	\$116.00		
Paid Chk# 110438	8/28/2018	FORKLIFTS OF MINNESOTA, INC		
E 409-42100-540	Equipment	\$3,173.86	01E6564510	WALK BEHIND SCRUBBER
E 409-43100-540	Equipment	\$3,173.86	01E6564510	WALK BEHIND SCRUBBER
E 409-45200-540	Equipment	\$3,173.86	01E6564510	WALK BEHIND SCRUBBER
E 409-40000-540	Equipment	\$3,173.84	01E6564510	WALK BEHIND SCRUBBER
Total	FORKLIFTS OF MINNESOTA, INC	\$12,695.42		
Paid Chk# 110439	8/28/2018	GERTENS		
E 404-40000-227	Plantings	\$431.20	35685/6	TREE
Total	GERTENS	\$431.20		
Paid Chk# 110440	8/28/2018	GROVE NURSERY		
E 101-45200-229	Dirt, Sand and gravel	\$1,900.00	28648200	MULCH
Total	GROVE NURSERY	\$1,900.00		
Paid Chk# 110441	8/28/2018	HATZ, KIM		
E 630-40000-331	Mileage & Expense Account	\$47.08	MILEAGE	MILEAGE
Total	HATZ, KIM	\$47.08		
Paid Chk# 110442	8/28/2018	HAWKINS, INC		
E 610-40000-242	Well & F.P. Equipment	\$222.22	4343613	PARTS
Total	HAWKINS, INC	\$222.22		
Paid Chk# 110443	8/28/2018	HOFFMAN & MCNAMARA		
E 408-40000-309	Contractual Services	\$30,521.20	BUSHAWAY F	BUSHAWAY RD LANDSCAPING FINAL
Total	HOFFMAN & MCNAMARA	\$30,521.20		
Paid Chk# 110444	8/28/2018	HOME DEPOT		
E 101-45200-210	Operating Supplies (GENERAL)	\$128.28		SUPPLIES
E 101-45200-216	Chemicals and Chem Products	\$150.21		SUPPLIES
E 101-41940-210	Operating Supplies (GENERAL)	\$11.76		SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)	\$26.34		SUPPLIES

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E 640-47000-499	Miscellaneous	\$20.13		SUPPLIES
Total HOME DEPOT		\$336.72		
Paid Chk# 110445	8/28/2018	HOTEL LANDING		
R 101-00000-32110	Alcoholic Beverages	\$100.00	REFUND	TEMP.LIQ.LICENSE REFUND
Total HOTEL LANDING		\$100.00		
Paid Chk# 110446	8/28/2018	JIMMY'S JOHNNYS		
E 101-45200-415	Other Equipment Rentals	\$420.00	136037	PARKS SERVICE
Total JIMMY'S JOHNNYS		\$420.00		
Paid Chk# 110447	8/28/2018	JOHN DEERE & COMPANY		
E 409-45200-540	Equipment	\$5,013.72	116386077	TRACTOR
Total JOHN DEERE & COMPANY		\$5,013.72		
Paid Chk# 110448	8/28/2018	KEYS WELL DRILLING CO.		
E 610-49100-309	Contractual Services	\$35,275.00	2018048	WELL #4 REHAB
Total KEYS WELL DRILLING CO.		\$35,275.00		
Paid Chk# 110449	8/28/2018	LAMBERT, JEFFREY W.		
E 101-42120-304	Legal Fees	\$4,189.00	8/27/18	LEGAL SERVICES
Total LAMBERT, JEFFREY W.		\$4,189.00		
Paid Chk# 110450	8/28/2018	LANO EQUIPMENT, INC.		
E 620-40000-415	Other Equipment Rentals	\$900.00	03-571902	REPLACEMENT FOR LOST CK#110171
E 670-40000-409	Maint services & Improv	\$500.00	03-575440	REPLACEMENT FOR LOST CK#110171
Total LANO EQUIPMENT, INC.		\$1,400.00		
Paid Chk# 110451	8/28/2018	LAW ENFORCEMENT LABOR SERVICES		
G 101-21707	Police union dues	\$490.00	AUG.DUES	PD UNION DUES - AUG.2018
al LAW ENFORCEMENT LABOR SERVICES		\$490.00		
Paid Chk# 110452	8/28/2018	LEAGUE OF MN.CITIES		
E 101-41500-433	Dues, Licensing & Seminars	\$55.00	ICMA CONF.R	ICMA CONFERENCE REGISTRATION - DAHL
Total LEAGUE OF MN.CITIES		\$55.00		
Paid Chk# 110453	8/28/2018	LEE, ROSE		
E 101-42100-434	Training and schools	\$455.06	TUITION REIM	TUITION REIMBURSEMENT
Total LEE, ROSE		\$455.06		
Paid Chk# 110454	8/28/2018	LEWIS, KYLE		
G 802-20361	1613/1607 HOLDRIDGE TERRACE	\$2,040.00	REFUND	1607 & 1613 HOLD.TER.ESCROW REFUND
Total LEWIS, KYLE		\$2,040.00		
Paid Chk# 110455	8/28/2018	LOU'S GLOVES		
E 101-43100-210	Operating Supplies (GENERAL)	\$21.75	024430	SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)	\$21.75	024430	SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)	\$21.75	024430	SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)	\$21.75	024430	SUPPLIES
Total LOU'S GLOVES		\$87.00		
Paid Chk# 110456	8/28/2018	MANSFIELD OIL COMPANY		
E 101-49200-212	Motor Fuels	\$1,631.17	20908331	FUEL
E 101-49200-212	Motor Fuels	\$187.66	20908342	FUEL
Total MANSFIELD OIL COMPANY		\$1,818.83		
Paid Chk# 110457	8/28/2018	MARCO		
E 101-43100-200	Office Supplies (GENERAL)	\$144.82	INV5489530	PW COPIER
E 101-45200-200	Office Supplies (GENERAL)	\$144.82	INV5489530	PW COPIER

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E 610-40000-200	Office Supplies (GENERAL)		\$72.41	INV5489530	PW COPIER
E 620-40000-200	Office Supplies (GENERAL)		\$72.41	INV5489530	PW COPIER
Total MARCO			\$434.46		
Paid Chk# 110458	8/28/2018	MEDIACOM			
E 101-41940-321	Telephone		\$47.10		SERVICE
Total MEDIACOM			\$47.10		
Paid Chk# 110459	8/28/2018	MEDIACOM			
E 101-41940-321	Telephone		\$315.90		SERVICE
Total MEDIACOM			\$315.90		
Paid Chk# 110460	8/28/2018	MEDIACOM			
E 610-49100-309	Contractual Services		\$1,620.00		SERVICE
Total MEDIACOM			\$1,620.00		
Paid Chk# 110461	8/28/2018	METRO ELEVATOR, INC.			
E 101-41940-404	Repairs/Maint - Machin/Equip		\$320.00	60243	ELEVATOR MAINT.
Total METRO ELEVATOR, INC.			\$320.00		
Paid Chk# 110462	8/28/2018	MILLER, FRED			
E 235-40000-302	Consultants		\$1,600.00	0180207	WCTV
Total MILLER, FRED			\$1,600.00		
Paid Chk# 110463	8/28/2018	MINNESOTA EQUIPMENT			
E 101-45200-222	Repair & Maint - Equip		\$7.25	P71258	PARTS
E 101-45200-222	Repair & Maint - Equip		\$28.10	P71286	PARTS
Total MINNESOTA EQUIPMENT			\$35.35		
Paid Chk# 110464	8/28/2018	MN DEPARTMENT OF HEALTH			
E 610-40000-309	Contractual Services		\$2,265.00	3RD QTR. FE	WATER CONNECTION FEES - 3RD QTR. 2018
Total MN DEPARTMENT OF HEALTH			\$2,265.00		
Paid Chk# 110465	8/28/2018	MN NCPERS LIFE INSURANCE			
G 101-21715	PERA Term Life		\$32.00	9/2018	LIFE INS.
Total MN NCPERS LIFE INSURANCE			\$32.00		
Paid Chk# 110466	8/28/2018	MORGAN, PATRICK			
E 404-40000-499	Miscellaneous		\$595.00	JUNE10'18	RE-ISSUE CK#110084 FOR MUSIC IN THE PARK
Total MORGAN, PATRICK			\$595.00		
Paid Chk# 110467	8/28/2018	MORRIE S MINNETONKA FORD			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$21.44	559011	SQUAD REPAIRS
E 610-40000-224	Repair & Maint - Motor Equip		\$51.29	559138	UTILITY TRUCK REPAIRS
E 620-40000-224	Repair & Maint - Motor Equip		\$51.29	559138	UTILITY TRUCK REPAIRS
Total MORRIE S MINNETONKA FORD			\$124.02		
Paid Chk# 110468	8/28/2018	NAPA AUTO PARTS-WATERTOWN			
E 101-43100-226	Sign Repair Materials		\$25.75	503207	PARTS
Total NAPA AUTO PARTS-WATERTOWN			\$25.75		
Paid Chk# 110469	8/28/2018	OFFICE DEPOT			
E 101-41500-200	Office Supplies (GENERAL)		\$4.28	180913163001	SUPPLIES
E 630-40000-200	Office Supplies (GENERAL)		\$119.64	180916198001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$22.04	180916198001	SUPPLIES
Total OFFICE DEPOT			\$145.96		
Paid Chk# 110470	8/28/2018	OTTEN, CLIFFORD			
G 802-20371	908 SHADY LANE - OTTEN		\$1,929.75	REFUND	908 SHADY LANE ESCROW REFUND

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Total OTTEN, CLIFFORD			\$1,929.75		
Paid Chk# 110471	8/28/2018	PAKOR INC.			
E 630-40000-210	Operating Supplies (GENERAL)	\$552.46	8031170	PASSPORT PROCESSING SUPPLIES	
Total PAKOR INC.		\$552.46			
Paid Chk# 110472	8/28/2018	POPP TELECOM			
E 640-47000-321	Telephone	\$0.00			
E 640-48000-321	Telephone	\$0.00			
E 101-41940-321	Telephone	\$312.25			
E 610-40000-323	Radio Units	\$91.35			
E 620-40000-323	Radio Units	\$33.31			
E 101-42100-309	Contractual Services	\$38.86			
Total POPP TELECOM		\$475.77			
Paid Chk# 110473	8/28/2018	PRAIRIE RESTORATIONS, INC.			
E 404-40000-309	Contractual Services	\$402.50	14033	CITY HALL & SECTION FOREMAN HOUSE MAINT.	
Total PRAIRIE RESTORATIONS, INC.		\$402.50			
Paid Chk# 110474	8/28/2018	RANDY S SANITATION			
E 650-47500-384	Refuse/Garbage	\$9,035.52			LABOR
E 650-47500-384	Refuse/Garbage	\$75.40			STICKERS
E 650-47500-384	Refuse/Garbage	\$1,365.52			KARTS
E 650-47500-384	Refuse/Garbage	\$1,093.19			DRIVEUP
E 650-47500-386	Other Utilities	\$5,735.62			DISPOSAL
E 101-41940-386	Other Utilities	\$749.59			CH/PW
E 650-47600-309	Contractual Services	\$3,947.40			RECYCLING
E 650-47800-384	Refuse/Garbage	\$6,591.90			ORGANICS
E 650-47800-386	Other Utilities	\$85.25			ORGANICS DISPOSAL
E 640-47000-384	Refuse/Garbage	\$150.00			STORE
E 640-48000-384	Refuse/Garbage	\$562.69			BAR
Total RANDY S SANITATION		\$29,392.08			
Paid Chk# 110475	8/28/2018	RDO EQUIPMENT CO.			
E 409-43100-550	Vehicles	\$80,392.00	E05181	NEW FRONT END LOADER	
Total RDO EQUIPMENT CO.		\$80,392.00			
Paid Chk# 110476	8/28/2018	RISVOLD, MICHAEL			
E 101-42100-433	Dues, Licensing & Seminars	\$425.00	REIMB.	IACP CONF.EXP.	
E 101-42100-331	Mileage & Expense Account	\$243.40	REIMB.	IACP CONF.EXP.	
Total RISVOLD, MICHAEL		\$668.40			
Paid Chk# 110477	8/28/2018	SAFE KIDS WORLDWIDE			
E 101-42100-434	Training and schools	\$50.00	CERTIFICATI	PD TRAINING	
Total SAFE KIDS WORLDWIDE		\$50.00			
Paid Chk# 110478	8/28/2018	SASSE, LILLY			
E 404-40000-499	Miscellaneous	\$205.00	JUNE10'18	MUSIC IN THE PARK - JUNE 10,2018	
Total SASSE, LILLY		\$205.00			
Paid Chk# 110479	8/28/2018	SATHRE-BERGQUIST, INC.			
E 233-40000-303	Engineering Fees	\$15,500.00	59797	LAKE EFFECT	
E 233-40000-303	Engineering Fees	\$6,000.00	59798	LAKE EFFECT	
E 233-40000-303	Engineering Fees	\$8,000.00	59799	LAKE EFFECT	
Total SATHRE-BERGQUIST, INC.		\$29,500.00			
Paid Chk# 110480	8/28/2018	SCHULTZ, CINDY			
E 630-40000-331	Mileage & Expense Account	\$75.78	MILEAGE	MILEAGE	

***Check Detail Register©**

August 2018

			Check Amt	Invoice	Comment
Total SCHULTZ, CINDY			\$75.78		
Paid Chk# 110481	8/28/2018	SHAKE & BAKE LLC			
G 802-20381	BENEDICTS		\$1,635.50	REFUND	845 LAKE ESCROW REFUND
Total SHAKE & BAKE LLC			\$1,635.50		
Paid Chk# 110482	8/28/2018	SITEONE LANDSCAPE SUPPLY			
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$84.95	87719679	SUPPLIES
Total SITEONE LANDSCAPE SUPPLY			\$84.95		
Paid Chk# 110483	8/28/2018	SOLDO CONSULTING, P.C.			
E 640-48000-306	Personnel Expense		\$1,993.14	8/26/18	LABOR RELATIONS CONSULTANT
Total SOLDO CONSULTING, P.C.			\$1,993.14		
Paid Chk# 110484	8/28/2018	SORAN, PHILIP OR MARGARET			
G 802-20376	532 FERNDAL RD W-SORAN		\$81.25	REFUND	532 FERNDAL VARIANCE ESCROW REFUND
Total SORAN, PHILIP OR MARGARET			\$81.25		
Paid Chk# 110485	8/28/2018	SOUTHWEST ASSESSING			
E 101-41550-302	Consultants		\$4,227.00	8/27/18	MONTHLY ASSESSING
E 101-41550-210	Operating Supplies (GENERAL)		\$8.83	8/27/18	SUPPLIES
Total SOUTHWEST ASSESSING			\$4,235.83		
Paid Chk# 110486	8/28/2018	SPOK, INC.			
E 101-43100-323	Radio Units		\$14.77	B0318102T	PAGER SERVICE
Total SPOK, INC.			\$14.77		
Paid Chk# 110487	8/28/2018	SRF CONSULTING GROUP, INC.			
E 408-40000-309	Contractual Services		\$764.06	09397.00-11	BUSHAWAY RD LANDSCAPING
Total SRF CONSULTING GROUP, INC.			\$764.06		
Paid Chk# 110488	8/28/2018	STEINER KOPPELMAN INC			
G 802-20380	433 BUSHAWAY RD		\$277.12	REFUND	433 BUSHAWAY ESCROW REFUND
Total STEINER KOPPELMAN INC			\$277.12		
Paid Chk# 110489	8/28/2018	STERICYCLE, INC.			
E 101-42100-309	Contractual Services		\$1,380.60	4008026332	PD BIOHAZARD WASTE DISPOSAL
Total STERICYCLE, INC.			\$1,380.60		
Paid Chk# 110490	8/28/2018	STREICHER S			
E 101-42100-217	Uniforms		\$200.92	I1309259	PD UNIFORMS
E 101-42100-210	Operating Supplies (GENERAL)		\$19.99	I1328427	PD SUPPLIES
Total STREICHER S			\$220.91		
Paid Chk# 110491	8/28/2018	TEA2 ARCHITECTS			
G 802-20369	392 FERNDAL RD SO-MACMILLAN		\$2,358.25	REFUND	392 FERNDAL CUP ESCROW REFUND
Total TEA2 ARCHITECTS			\$2,358.25		
Paid Chk# 110492	8/28/2018	THOMAS, JANET			
E 630-40000-331	Mileage & Expense Account		\$70.97	MILEAGE	MILEAGE
Total THOMAS, JANET			\$70.97		
Paid Chk# 110493	8/28/2018	TIME SAVER			
E 101-41100-302	Consultants		\$736.50	M24048	MTG.MINUTES
Total TIME SAVER			\$736.50		
Paid Chk# 110494	8/28/2018	TWIST OFFICE PRODUCTS			
E 101-42100-200	Office Supplies (GENERAL)		\$83.94	846027-0	SUPPLIES
Total TWIST OFFICE PRODUCTS			\$83.94		

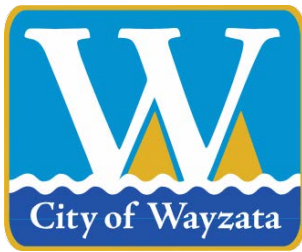
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August 2018

			Check Amt	Invoice	Comment
Paid Chk#	110495	8/28/2018	UPS STORE		
E 101-42100-499	Miscellaneous		\$19.06	13297	PD MAILING EXP.
E 101-42100-499	Miscellaneous		\$25.54	13496	PD MAILING EXP.
Total UPS STORE			\$44.60		
Paid Chk#	110496	8/28/2018	VERIZON WIRELESS		
E 101-42100-323	Radio Units		\$200.05	9812639710	PD SERVICE
Total VERIZON WIRELESS			\$200.05		
Paid Chk#	110497	8/28/2018	WALGREENS		
G 802-20366	1055 WAYZATA BLVD-WALGREENS		\$3,049.00	REFUND	1055 WAYZ.BLVD PUD ESCROW REFUND
Total WALGREENS			\$3,049.00		
Paid Chk#	110498	8/28/2018	WARNING LITES		
E 101-43100-226	Sign Repair Materials		\$780.00	203369	STREET MARKING SUPPLIES
Total WARNING LITES			\$780.00		
Paid Chk#	110499	8/28/2018	WAYZATA BAY CAR WASH		
E 101-42100-404	Repairs/Maint - Machin/Equip		\$217.94	1385	PD SQUAD MAINT.
Total WAYZATA BAY CAR WASH			\$217.94		
Paid Chk#	110500	8/28/2018	WAYZATA CHAMBER OF COMMERCE		
E 640-48000-340	Advertising		\$250.00	8965	STREET LIGHT BANNERS
Total WAYZATA CHAMBER OF COMMERCE			\$250.00		
Paid Chk#	110501	8/28/2018	WESTSIDE WHOLESALE TIRE		
E 101-45200-404	Repairs/Maint - Machin/Equip		\$1,616.69	817725	PARKS TRUCK TIRES
E 101-45200-222	Repair & Maint - Equip		\$30.00	817740	PARKS TRUCK TIRES
Total WESTSIDE WHOLESALE TIRE			\$1,646.69		
10100 Anchor Bank			\$901,369.55		

Fund Summary

10100 Anchor Bank	
101 GENERAL FUND	\$92,142.14
233 LAKFRONT IMPROVE	\$221,627.86
235 CABLE TV	\$1,600.00
237 FIRE DEPT PULL TABS	\$14,870.77
305 DOWNTOWN TIF DISTRICT 6	\$1,109.70
404 PARK AND TRAIL CIP	\$10,807.37
407 CELL TOWER	\$500.62
408 GENERAL CIP	\$31,285.26
409 EQUIP REVOLVING	\$98,296.09
430 STREET CIP	\$103,266.05
437 LIBRARY/COMM.ROOM CIP	\$3,654.77
610 WATER FUND	\$65,185.88
620 SEWER FUND	\$49,759.66
630 MOTOR VEHICLE	\$1,207.85
640 LIQUOR	\$156,305.06
650 SOLID WASTE	\$29,474.46
670 STORMWATER	\$903.10
802 ESCROW PROJECTS	\$19,372.91
	\$901,369.55



City of Wayzata City Council Agenda Report

MEETING DATE: September 4, 2018	AGENDA ITEM: 7c
TITLE: Approval of Municipal Licenses	
PROPOSED MOTION: To Approve the Municipal Licenses as Attached	
PREPARED BY: Lori Krismer, Administrative Assistant	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the Municipal Licenses.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. List of Municipal Licenses for City Council Approval and Municipal Licenses which Received Administrative Approval (informational only).
2. Fox - Solicitor License Police Checklist
3. Hoefs – Solicitor License Police Checklist

09/04/2018

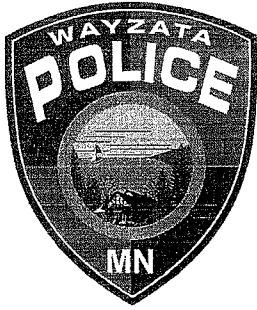
LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

2018 Peddlers, Solicitors, Transient Merchants License	
Nicholas Fox - The Window Store Home Improvements Inc.	St. Anthony, MN
David Hoefs - The Window Store Home Improvements Inc.	St. Anthony, MN

**THE FOLLOWING MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY**

2018 Gas Fitter's License	
Metro Heating & Cooling, LLC	Maplewood, MN
Tiger Plumbing, Heating & Air	Eden Prairie, MN
2018 Tree Removal and Treatment License	
Tongens Tree Service	Tonka Bay, MN
2018 Special Event Food Stand License for the Wayzata Beach Bash on 9/7-9/8/18	
RB Productions/6Smith Restaurant	Wayzata, MN
2018 Special Event Food Stand License for the James J Hill Days on 9/7/18-9/9/18	
Jamo's Pie Company	Long Lake, MN
Brooks Concessions - Lemonade	Slidell, LA
Brooks Concessions - Cotton Candy, etc	Slidell, LA
Brooks Concessions - Funnel Cakes, etc	Slidell, LA
Brooks Concessions - Corn Dogs, etc	Slidell, LA
2018 Special Event Food Stand License for the James J Hill Days on 9/8/18 and 9/9/18	
Nautical Bowls	Wayzata, MN
Peepe Hot Box	Minneapolis, MN
Cooked Perfect Meatballs	Delano, MN
2018 Special Event Food Stand License for the Run with Heart 5k at the Redeemer Church on 9/30/18	
R Taco	Minneapolis, MN
2018 Special Event Food Stand License for the Wayzata Fire Department Annual Pancake Breakfast on 9/16/18	
Wayzata Fire Department	Wayzata, MN



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake

600 Rice Street

Wayzata, MN 55391-1734

(952) 404-5340

Fax: (952) 404-5359

Confidentiality Notice: The information provided below may contain confidential and/or private data. Dissemination of the information must be pursuant to Minnesota Data Practice Act.

Background Checklist

Applicant's Name/DOB Nicholas Joseph Fox 10/12/90

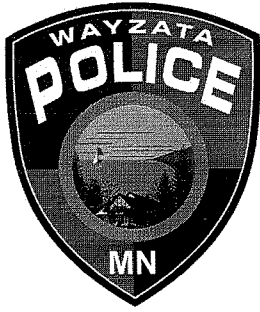
Aliases N/A

Driver's License Status: ☒ Valid ☐ Not Valid

Criminal History:

- ☒ No Criminal History Data Found
- ☐ Misdemeanor Conviction
- ☐ Gross Misdemeanor Conviction
- ☐ Felony Conviction

Summary of Criminal History:



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Background Checklist

Applicant's Name/DOB David John Hoefs 11/20/77

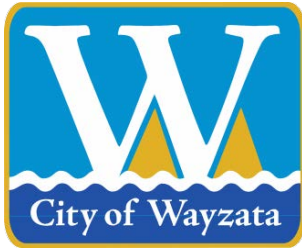
Aliases N/A

Driver's License Status: ☒ Valid ☐ Not Valid

Criminal History:

- ☒ No Criminal History Data Found
- ☐ Misdemeanor Conviction
- ☐ Gross Misdemeanor Conviction
- ☐ Felony Conviction

Summary of Criminal History:



City of Wayzata City Council Agenda Report

MEETING DATE: September 4, 2018	AGENDA ITEM: 7d
TITLE: Approval of the Second Reading of Ordinance No. 783 Adopting City Code of Ordinances (Recodification)	
PROPOSED MOTION: To Approve the Second Reading of Ordinance No. 783	
PREPARED BY: Jeff Thomson, Planning and Building Director, Becky Malone, City Clerk, and Kristin Classey, Communication Coordinator	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval Second Reading of the attached draft Ordinance No. 783.

FINANCIAL OR BUDGET CONSIDERATION:

On-going costs to utilize Municode's services will be \$495 per year (starting in 2019) and \$19 per page for any new ordinance change. These costs have been planned as a part of the 2018 General Fund Budget and will be programed into the 2019 General Fund Budget as well.

BACKGROUND:

At its August 9, 2018 Meeting, the City Council adopted the first reading of Ordinance 783, which recodifies its current ordinance. The new ordinance will be enacted once it is published in the local newspaper, once the second reading has been adopted.

In its constant efforts to provide more efficient and user-friendly services, in 2016 the City contracted with Municode to re-organize the existing City Code of Ordinances and also serve as the primary hosting site, which a much more user friendly interface.

ATTACHMENTS:

1. Draft Ordinance No. 783

**CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE NO. 783

ORDINANCE ADOPTING NEW CITY CODE OF ORDINANCES

THE CITY OF WAYZATA ORDAINS:

Section 1. Code Adopted. The general ordinances of the City as amended, restated, revised, updated, codified, and compiled in the Code entitled “Wayzata City Code,” published by Municipal Code Corporation, consisting of chapters 101 through 1009, each inclusive, including penalties for the violations of various provisions thereof, is hereby adopted and shall constitute the “Wayzata City Code,” dated _____, 2018. This Code also adopts, by reference, certain statutes and administrative rules of the State of Minnesota as named in the Code.

Section 2. Titles. The Wayzata City Code as adopted in Section 1 consists of the following titles:

PART I - GENERAL PROVISIONS

- 101 - CITY CODE
- 102 - ORGANIZATION
- 103 - INTERPRETATION
- 104 - VIOLATIONS
- 105 - ADMINISTRATIVE OFFENSES
- 106 - SEPARABILITY

PART II - OPERATIONS AND ADMINISTRATION

- 201 - STATEMENT OF ORGANIZATION
- 202 - POLICE DEPARTMENT
- 203 - FIRE DEPARTMENT
- 204 - EMERGENCY MANAGEMENT
- 205 - MUNICIPAL LIQUOR DISPENSARY
- 206 - PUBLIC IMPROVEMENT PROCEDURES
- 207 - UNCLAIMED PROPERTY
- 208 - PEOPLE AUTHORIZED TO ISSUE CITATIONS

PART III - STREETS, PARKS AND OTHER PUBLIC PROPERTY

- 301 - TRAFFIC REGULATIONS
- 302 - PARKING REGULATIONS
- 303 - TRAFFIC OBSTRUCTIONS AND RESTRICTED PARKING
- 304 - MOVING OF BUILDINGS
- 305 - CLEANING OF SIDEWALKS
- 306 - BUILDING MATERIALS ON STREETS AND ALLEYS
- 307 - STREET EXCAVATIONS
- 308 - TREES ON PUBLIC PROPERTY
- 309 - USE OF PUBLIC PARKS

310 - MUNICIPAL BEACH
311 - BOAT SLIPS
312 - CITY CEMETERIES
313 - LUCE LINE TRAIL
314 - PRIVATE BOAT BUOYS
315 - RIGHT-OF-WAY ENCROACHMENT
316 - NATURE CENTER
317 - SIDEWALK MAINTENANCE AND REPAIR
318 - MUNICIPAL DOCKS
319 - RULES AND REGULATIONS FOR THE ORDER, SAFETY AND PROTECTION OF
PROPERTY OWNED BY THE CITY OF WAYZATA
320 - PROHIBITING SEAPLANE MOORINGS
321 - DOCK USE

PART IV - WATER AND SEWER SYSTEMS

401 - WATER SYSTEM
402 - SEWER SYSTEM
403 - WATER AND SEWER USAGE CHARGES
404 - INDUSTRIAL USER SEWER STRENGTH CHARGES
405 - INDIVIDUAL SEWAGE TREATMENT SYSTEM—REPEALED
406 - STORMWATER DRAINAGE UTILITY
407 - REGULATION OF DISCHARGE INTO THE SANITARY SEWER COLLECTION
SYSTEM
408 - SURFACE WATER MANAGEMENT PLAN
409 - LAND DISTURBANCE
410 - STORMWATER AND URBAN RUNOFF POLLUTION CONTROL

PART V - MUNICIPAL LICENSES

501 - GENERAL LICENSING PROVISIONS
502 - INTOXICATING LIQUOR
503 - WINE
504 - 3.2 PERCENT MALT LIQUOR
505 - PRIVATE CLUB LIQUOR
506 - FOOD ESTABLISHMENTS
507 - HOTELS AND MOTELS
508 - GASOLINE FILLING STATIONS AND WHOLESALE STORAGE FACILITIES
509 - CAR WASHES
510 - AMUSEMENT AND RECREATION ESTABLISHMENTS
511 - GAMES OF SKILL AND JUKE BOXES
512 - TOBACCO PRODUCTS
513 - VEHICLES FOR HIRE
514 - SHOWS, EXHIBITS AND RACES
515 - SOUND CARS AND EQUIPMENT
516 - CHRISTMAS TREE SALES LOTS
517 - GAS FITTERS
518 - PLUMBERS
519 - TREE REMOVAL AND TREATMENT
520 - PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS
521 - ANIMALS - REPEALED
522 - BINGO - REPEALED
523 - MASSAGE SERVICES

524 - MICRO-PRODUCTION FACILITIES, ON-SALE TAPROOMS, AND ON-SALE TASTING ROOMS

PART VI - HEALTH AND SANITATION

601 - HEALTH OFFICER

602 - HEALTH NUISANCES

603 - FOOD ESTABLISHMENTS

604 - PUBLIC SWIMMING POOLS

605 - REFUSE COLLECTION

606 - RECYCLING

PART VII - MUNICIPAL REGULATION

701 - GENERAL NUISANCES

702 - ANIMALS

703 - TREATMENT AND HARBORING OF ANIMALS - REPEALED

704 - FIREARMS AND ASSAULT WEAPONS

705 - AIRGUNS AND SLINGSHOTS

706 - SNOWMOBILES

707 - AIR POLLUTION

708 - UNNECESSARY NOISES

709 - STORAGE, CUSTODY, AND IMPOUNDMENT OF ABANDONED VEHICLES

710 - PLANTING, MAINTENANCE AND REMOVAL OF TREES

711 - CURFEW

712 - SHOPLIFTING

713 - CONTROLLED SUBSTANCES

714 - LIQUOR AND BEER

715 - LOITERING

716 - GAMBLING

717 - SANCTIONS FOR THE DISTRIBUTION OF HARMFUL MATERIALS TO MINORS

717(A) - ADULT ESTABLISHMENTS

717(B) - PREMISES CONDUCIVE TO HIGH-RISK SEXUAL CONDUCT

718 - FIRE, BURGLARY AND SAFETY ALARM REGULATIONS AND REQUIREMENTS

719 - SKATEBOARDS

720 - NUISANCE

721 - RECREATIONAL VEHICLES

PART VIII - BUILDING AND LAND USE REGULATIONS

801 - REPEALED

802 - BUILDING CODE

803 - PROPERTY MAINTENANCE CODE

804 - FIRE PREVENTION CODE

805 - REPEALED

806 - REPEALED

807 - REPEALED

808 - CITY DEVELOPMENT

809 - UNDERGROUND UTILITIES

810 - SWIMMING POOLS

811 - SIGN REGULATIONS - REPEALED

812 - FENCE REGULATIONS - REPEALED

813 - CONVERSION OF APARTMENTS TO CONDOMINIUMS

814 - ARTIFICIAL LIGHTING REGULATIONS

815 - RENTAL DWELLING LICENSES
816 - PUBLIC SAFETY 800 MHZ RADIO BUILDING COVERAGE

PART IX – ZONING

901 - TITLE AND APPLICATION
902 - RULES AND REGULATION
903 - ADMINISTRATION—AMENDMENTS (TEXT AND MAP)
904 - ADMINISTRATION—CONDITIONAL USE PERMITS
905 - ADMINISTRATION—VARIANCES
906 - ADMINISTRATION—APPEALS
907 - ADMINISTRATION—CERTIFICATE OF OCCUPANCY
908 - ENFORCEMENT AND PENALTIES
909 - DESIGN STANDARDS
910 - ADMINISTRATION—PLANNING COMMISSION
911 - ADMINISTRATION—HERITAGE PRESERVATION BOARD
915 - NON-CONFORMING BUILDINGS, STRUCTURES, USES AND LOTS
916 - GENERAL BUILDING AND PERFORMANCE REQUIREMENTS
917 - ACCESSORY BUILDINGS, STRUCTURES, USES AND EQUIPMENT
918 - FENCING/SCREENING
919 - GENERAL YARD, LOT AREA AND BUILDING REGULATIONS
920 - OFF-STREET PARKING AND LOADING
921 - BUILDING RELOCATION
922 - SITE/BUILDING PLAN REVIEW
923 - HOME OCCUPATIONS
924 - DAY CARE NURSERY FACILITIES
925 - BED AND BREAKFAST AND INN ESTABLISHMENTS
927 - SIGNS
928 - ESSENTIAL SERVICES
929 - MODEL HOMES
930 - ANIMALS
931 - COMMERCIAL TELECOMMUNICATIONS FACILITIES AND RESIDENTIAL
ACCESSORY COMMUNICATIONS DEVICES
932 - PUBLIC PROPERTY/RIGHTS-OF-WAY
933 - PLANNED UNIT DEVELOPMENT
934 - INTERIM USES
935 - ADULT USES
936 - TREE PRESERVATION
950 - GENERAL ZONING DISTRICT PROVISIONS
951 - R-1A LOW DENSITY SINGLE FAMILY ESTATE DISTRICT
952 - R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT
953 - R-2A SINGLE FAMILY RESIDENTIAL DISTRICT
954 - R-2 MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT
955 - R-3A SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT
956 - R-3 SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT
957 - R-4A LOW DENSITY MULTIPLE RESIDENTIAL DISTRICT
958 - R-4 MEDIUM DENSITY MULTIPLE RESIDENTIAL DISTRICT
959 - R-5 AVERAGE DENSITY MULTIPLE RESIDENTIAL DISTRICT
970 - INS INSTITUTIONAL DISTRICT
974 - C-1A NEIGHBORHOOD OFFICE AND LIMITED COMMERCIAL DISTRICT
975 - C-1 OFFICE AND LIMITED COMMERCIAL DISTRICT
976 - C-2 SHOPPING CENTER BUSINESS DISTRICT

977 - C-3 SERVICE DISTRICT
978 - C-4 CENTRAL BUSINESS DISTRICT
979 - C-4A LIMITED CENTRAL BUSINESS DISTRICT
980 - C-4B CENTRAL BUSINESS DISTRICT
985 - R-D RESEARCH AND DEVELOPMENT DISTRICT
986 - B-W BUSINESS/WAREHOUSING DISTRICT
990 - PUD PLANNED UNIT DEVELOPMENT DISTRICT
991 - S SHORELAND OVERLAY DISTRICT
992 - W WETLANDS OVERLAY DISTRICT
993 - FLOODPLAIN OVERLAY DISTRICT (FP)

PART X – SUBDIVISIONS

1001 - GENERAL SUBDIVISION PROVISIONS
1002 - MINOR SUBDIVISION AND LOT COMBINATION
1003 - PROCEDURES FOR FILING AND REVIEW
1004 - PREMATURE SUBDIVISIONS
1005 - PLAT AND DATA REQUIREMENTS
1006 - DESIGN STANDARDS
1007 - CONSTRUCTION
1008 - REQUIRED IMPROVEMENTS AND FINANCIAL ARRANGEMENTS
1009 - ADMINISTRATION AND ENFORCEMENT

Section 3. Prior Ordinances. All prior ordinances pertaining to subjects treated in the Wayzata City Code shall be deemed repealed from and after the effective date of this ordinance, except as they are included and re-ordained in whole or in part in the Code; provided this repeal shall not affect any offense committed or penalty incurred, or any right established prior to the effective date of this ordinance, nor shall this repeal affect the provisions of ordinances levying taxes; appropriating money; annexing or detaching territory; establishing franchises; granting special rights to certain persons; authorizing public improvements; authorizing the issuance of bonds or borrowing of money; authorizing the purchase or sale of real or personal property; granting or accepting easements, plat or dedication of land to public use; or vacating or setting the boundaries of streets or other public places; nor shall this repeal affect any other ordinance of a temporary or special nature or pertaining to subjects not contained in or covered by the Wayzata City Code. All fees established in prior ordinances shall remain in effect unless amended in this Code, or until an ordinance adopting a fee schedule is adopted or amended. This ordinance adopting the Wayzata City Code shall be a sufficient publication of any ordinance included in it and not previously published in the city's official newspaper.

Section 4. Availability. One copy of Wayzata City Code shall be marked "Official Copy," shall be filed permanently as part of the official records of the City, and shall be kept current by the City Manager. As required under Minnesota Statutes § 415.021, a copy of this Code shall be furnished to the county law library or the City's designated depository. Additional copies of this Code shall be made available in the City offices for public use and inspection and for public purchase, at a price to be determined by the City Council.

Section 5. Prima Facie Evidence. The Wayzata City Code is declared to be prima facie evidence of the law of the City of Wayzata and shall be received in evidence as provided by Minnesota Statutes by the courts of the State of Minnesota.

Section 6. Effective Date. This ordinance adopting the Wayzata City Code, and the Code itself, will become effective upon passage and publication of a notice in the official newspaper as required by Section 25 of the Revised Charter of the City of Wayzata.

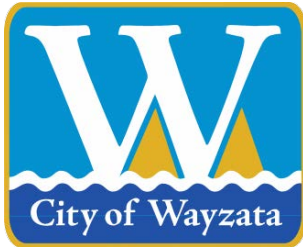
Adopted by the Wayzata City Council this 9th day of August, 2018.

Ken Willcox
Mayor

ATTEST:

Jeffrey Dahl
Wayzata City Manager and City Clerk

First Reading: August 9, 2018
Second Reading: September 4, 2018
Publication: _____, 2018



City of Wayzata City Council Agenda Report

MEETING DATE: September 4, 2018	AGENDA ITEM: 7e
TITLE: Approval of Proposal for Geotechnical Services for Lake Effect Project	
PROPOSED MOTION: To Approve the Proposal from Braun Intertec for Geotechnical Services for the Lake Effect Project and Authorize Execution of Professional Services Agreement	
PREPARED BY: Mike Kelly, Public Works Director/City Engineer	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

To approve the proposal from Braun Intertec for Geotechnical Services for Lake Effect Project, in the amount of \$31,545.

FINANCIAL OR BUDGET CONSIDERATION:

These services are proposed to be funded through the Lakefront (Lake Effect) CIP Fund initially, with reimbursement to be provided by the Lake Effect Conservancy for the services provided south of the railroad tracks as a part of their cost (Boardwalk, Depot, & EcoPark).

Six (6) of the 14 borings will be in the City-funded Lake Street and Lake Street Plaza area and eight (8) will be south of the railroad tracks in the Depot and Lake Minnetonka. Based on this ratio, the City's responsibility will be \$13,519 and the Conservancy's responsibility will be \$18,026.

BACKGROUND:

In order to fully design several key aspects of the Lake Effect project, including restroom structures, shade structures, and the boardwalk within Lake Minnetonka, soil borings are required.

Staff has solicited a Request for Proposal to Braun Intertec and American Engineering and Testing (AET) for these services. The services include performing several soil borings within Lake Street and at the Wayzata Depot, as well as five (5) borings within the lake bed of Lake Minnetonka. Upon completion of the soil borings, a report will be provided detailing the findings of the borings and recommendations on potential foundation/footing design. A summary of the two (2) proposals can be found below.

	<u>Standard Penetration Borings Only</u>	<u>Standard Penetration Borings With CPT Borings in Lake</u>
Braun Intertec	\$47,545.00	\$31,545.00
AET	\$49,895.00	\$42,000.00

A copy of each proposal is attached for reference.

ATTACHMENTS:

1. Braun Proposal
2. AET Proposal

August 17, 2018

Proposal QTB084414

Michael H. Kelly, Jr., PE
City Engineer/Interim Director of Public Works
City of Wayzata
402 Lake Street SE
Wayzata, MN 55391

Re: Proposal for a Geotechnical Evaluation
Lake Effect Project
299 Wayzata Boulevard W
Wayzata, Minnesota

Dear Mr. Kelly:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed Lake Effect Project in Wayzata, Minnesota.

Our Understanding of Project

We understand the City of Wayzata will be enhancing the shoreline of Lake Minnetonka with a boardwalk and other features to make the lake more accessible and inviting to pedestrians. The design team of Civitas and Ericksen Roed and Associates has been working with the city on this project. The project proposes improvements including a new, one-story, slab-on-grade, restroom building near the Wayzata Depot. It is expected this building will be supported on typical frost-depth spread footings. A new plaza area will be built along Lake Street East between Broadway Avenue South and Walker Avenue South. Within the plaza area, a series of overhead canopies will be built. It is expected these structures will be supported on drilled shafts or some sort of screw pile foundation system. The roadway will be rebuilt in this area as well. Finally, a shoreline boardwalk along the north edge of Lake Minnetonka will be built. The new boardwalk will extend into the lake the expectation is that it will be supported on a deep foundation system.

Available Information

We have reviewed the following information in preparation of this proposal:

- The Request for Proposal (RFP) for a geotechnical evaluation sent by the City of Wayzata. The RFP contained a boring location diagram with required boring depths.
- An email notification from the City of Wayzata with an updated boring location diagram showing that one of the borings on the east side of the Wayzata Depot was moved to the west of the Depot to an area where the restroom might be relocated to.

- Aerial images of the proposed site, showing potential access locations and restrictions due to existing structures, the railroad right of way, Lake Minnetonka, the municipal parking lot and Lake Street.

Scope of Services

The purpose of our geotechnical evaluation will be to characterize the subsurface geologic conditions at the soil boring locations and evaluate their impact on the proposed construction.

The proposed boring locations were shown on the provided site plan. Once completed, the soils information will be used to provide recommendations for the design and construction of a deep foundation system for the proposed boardwalk, provide recommendations for the design and construction of the foundations and slab-on-grade for the new restroom building, provide foundation recommendations for the plaza features and provide geotechnical information for design of the new plaza and roadway areas.

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Environmental Well Notification

This proposal contains provisions for characterizing the subsurface conditions to depths of 15 feet or deeper. Borings advanced to such depths are considered to be “environmental wells” as defined by the Minnesota Department of Health (MDH). As a result, the MDH requires that they be notified of the drilling activities before the borings are started in the field. To do this, the MDH notification form, which is attached, needs to be signed by the property owner, who becomes the “well owner”, or their official representative and/or agent, and returned to us for filing. We cannot mobilize equipment and crews until an MDH notification form has been signed and submitted. Please complete the “well owner” portion of the form and return it to us. We will then complete the form and submit it as required.

The rules and regulations governing the borings that need to be done in Lake Minnetonka may not be consistent with those governing landside borings. We will work with the city and others to understand the notification responsibilities if selected for this project.

Site Access, Staking and Utility Clearance

Based on the provided boring location diagram, the aerial photos of the area and our site visits, we expect the roadway and parking lot borings will be accessible using a truck-mounted drill rig. The borings to the east of the Wayzata Depot will require a smaller, rubber-tracked GeoProbe drill rig to be used. The five borings on the shore of Lake Minnetonka will be done using a floating barge to gain access to the identified locations with either a floatation tire-mounted drill rig or a Cone Penetrometer Testing rig. The actual drill rig used will be based on the flexibility of when the lake side soils information is needed by the design team.

We will stake the landside boring locations and obtain surface elevations using GPS (Global Positioning System) technology prior to drilling activities. For purposes of linking the GPS data to an appropriate reference, we will work with the design team so that the location/elevation references are appropriate for this project.

We will stake the general location of the lake borings and then use these for alignment purposes. The actual locations will be defined using a GPS unit on the barge.

Depending on ground conditions, potential utility conflicts, or lake conditions, the exploration locations may be modified from those proposed to facilitate accessibility.

Prior to drilling, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities.

Penetration Test Borings

Based on our review of the proposed boring layout, expected soil conditions, and our email correspondence with the project team, we will drill the requested 14 borings at or near the locations shown on the revised boring location diagram to the depths specified unless conditions require modifications to the program.

The three borings along the 600 Block of Lake Street will be advanced to a depth of about 10 feet below existing grade using a truck-mounted drill rig. As these will be in the street, we will provide the required signage and traffic controls as the borings are completed. The boreholes will be patched with bituminous cold patch mixture. Penetration tests will be performed at 2 1/2-foot vertical intervals to the termination depth of the borings.

The three borings located in the city parking lot to the south of Lake Street will be advanced to a depth of about 35 feet below existing grade using a truck-mounted drill rig. We will work with city personnel to block off the required spaces to complete the borings. The boreholes will be patched with bituminous cold patch mixture after being grouted. Penetration tests will be performed at 2 1/2-foot vertical intervals to a depth of about 20 feet and at 5-foot intervals to the termination depth.

The 3 borings in the area of the Wayzata Depot will be advanced to a depth of about 20 feet below existing grade using a rubber-tracked mounted GeoProbe. Access to the borings will be done using the walkway in front of the Depot. We will be defining our work area with yellow caution tape to limit the potential for pedestrians to impact the drilling operation. Penetration tests will be performed at 2 1/2-foot vertical intervals to the termination depth.

Lake Borings

Because of the complexities of getting the borings complete in Lake Minnetonka, the timing of when the soils information is needed will determine the method used to define the soil profile at the selected locations, as drill rig availability and the barge type and availability must be taken into account. Regardless of the method used, the soil profile to a depth of about 60 feet below bottom of lake surface will be determined. If the soils information is required within the next 30 days, the profile will be

determined using typical standard penetration boring procedures using mud rotary drilling to advance the borehole. Penetration tests will be performed at 2 1/2-foot vertical intervals to a depth of about 25 feet and at 5-foot intervals to the termination depth.

If the information from the lake borings can be obtained sometime in the next 60 days, we would perform CPT soundings to a depth of 60 feet below bottom of lake surface. CPT Soundings are performed by advancing an instrumented probe with a cone tip through the subsurface; tip resistance (Q_t), sleeve friction (F_s) and pore pressure (U_2) are measured continuously as the probe is advanced. The CPT data only can serve as the basis for pile design of the proposed boardwalk, however it is most valuable when paired with standard penetration test borings.

We have to address two issues with the CPT rig. Because of its weight, the multi-barge setup will need to be modified to support the rig. This will need to be coordinated with the scheduling of the CPT rig to reduce the potential for delays and downtime. So, if there is some flexibility as to when the information is needed, this would be our preferred approach for the lake borings.

We expect groundwater will be encountered in the boreholes. The depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Borehole Abandonment

Minnesota Well Code requires that environmental wells that are 15 feet deep or deeper be sealed. Based on our proposed subsurface characterization depths, we will seal 465 linear feet of borings with grout and prepare associated sealing records which must also be submitted to the MDH. Fees associated with the sealing are included in our Lump Sum cost.

Sealing with grout as directed by the MDH will prevent us from disposing of auger boring cuttings in the completed boreholes. We will work with city personnel to determine the best disposal method for the cuttings, which hopefully will be at a city site. If we are directed to dispose of the cuttings, a disposal cost of \$750 will be added to the overall cost of the borings and engineering report.

Over time, subsidence of borehole (core) backfill may occur, requiring surface grades to be re-leveled. Braun Intertec is not assuming responsibility for re-leveling or re-patching subsequent to initial backfilling long term.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. While we will try to minimize damage and surface rutting, some damage may be unavoidable, especially during wet conditions. Restoration of vegetation and turf will not be the responsibility of Braun Intertec.

Sample Review and Laboratory Testing

Recovered samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted for moisture content testing, sieve analysis, and organic content determinations. The laboratory testing will be determined by the engineer based on the conditions encountered.

Reporting

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface soil profile and groundwater conditions, perform the engineering analyses related to structure design and performance and prepare a report, including:

- A CAD sketch showing the project components, limits and soil boring locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- Logs of CPT test soundings (if performed) describing tip resistance (Q_t), sleeve friction (F_s) and pore pressure (U_2) encountered to termination depth.
- A summary of the subsurface soil profile and groundwater conditions.
- Discussion regarding the reuse of on-site materials during construction and the impact of groundwater on construction.
- Recommendations for preparing the subgrade of the new restroom building, including excavation support, if applicable, and the selection, placement and compaction of excavation backfill and other structural fill.
- Recommendations for use in the design and construction of the new restroom building's foundation system, slab on grade, and utilities.
- Recommendations for use in the design and construction of the boardwalk's deep foundation system.
- Recommendations for the design and construction of new pavements along Lake Street plaza and the supports for the new structures.

Only an electronic copy of our signed report will be submitted to you and the design team unless you request otherwise.

Cost

Five of the proposed boring locations are positioned offshore in Lake Minnetonka. To drill at these locations during non-winter months, a floating barge must be used for drilling activities. The RFP provided the option to examine the subsurface conditions with either standard penetration test (SPT) borings or CPT soundings. We are providing cost estimates for both options so each can be evaluated.

Shown in Table 1 is the estimated cost of the landside borings which include the plaza area, the roadway and the restrooms. As shown, we will furnish the scope of services defined herein for a cost of \$8,045.

Table 1. Cost Breakdown for Truck Mounted Drill Rig and GeoProbe Rig Borings

Service	Cost
Site Layout, Sketch and Public Utility Clearance	\$ 800
Truck Mounted Drilling – 6 Borings	3,750
GeoProbe Mounted Drilling - 3 Borings	2,100
MDH Notification and Borehole Abandonment	395
Flaggers & Warning Signs for Traffic Control on Lake Street	750
Laboratory Testing	250
Total	\$8,045

The cost of the lake borings will be governed by the type of drill rig used and the barge time commitment. Summarized in Table 2 is the estimated costs associated with defining the soil profile using standard penetration testing procedures to provide the scope of services defined herein. As shown, the cost of the lake side boings is \$33,950.

Table 2. Cost Breakdown of Selecting Five 60-foot SPT Borings on Floating Barge

Service	Cost
ATV-mounted Rig Drilling on Floating Barge – 5 Borings	\$12,800
Mud Rotary Spoil Disposal	1,800
Barge Rental – 5 days	18,900
MDH Borehole Abandonment	300
On Board GPS	150
Total	\$33,950

If there is some flexibility of gathering the lake specific information, summarized in Table 3 are the estimated costs associated with defining the soil profile using CPT procedures to provide the scope of services defined herein. As shown, the cost of the lake side borings is \$17,950.

Table 3. Cost Breakdown of Selecting Five 60-foot CPT Soundings on Floating Barge

Service	Cost
CPT Soundings on Floating Barge – 5 Borings	\$ 7,600
Barge Rental – 3 days	8,400
Barge Modification	1,500
MDH Borehole Abandonment	300
On Board GPS	150
Total	\$17,950

The level of engineering oversight and coordination on this project will be somewhat greater than is typically seen on less complicated projects. Overall, we estimate the cost of the engineering-related services will be about \$5,550.

Cost Summary

When combined, the estimated cost for the services defined herein with collection of the lake information using standard penetration test borings is **\$47,545**.

The estimated cost of completing the program with the CPT approach and data collection flexibility is **\$31,545**.

Schedule

We anticipate our coordination efforts can begin as soon as authorization is given. We should be able to complete the landside borings within 2 weeks of notification. The effort related to the lakeside borings will be started with the notification and will be completed as soon as possible pending the scheduling needs.

We will be in contact with the city and the design team with project updates, preliminary soils information and preliminary recommendations as they are developed.

General Remarks

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy in its entirety. To have questions answered, please contact Ben Albrecht at 952.995.2239 or Mike Heuer at 952.995.2258.

Sincerely,

BRAUN INTERTEC CORPORATION



Benjamin J. Albrecht, EIT
Staff Engineer



Michael M. Heuer, PE
Vice President - Principal Engineer

Attachments:
MDH Notification Form
General Conditions - (1/1/18)

The proposal is accepted and you are authorized to proceed. The authorized amount of this agreement is \$_____.

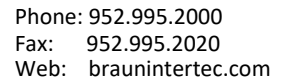
Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

PROPOSAL FOR GEOTECHNICAL SERVICES

AET Proposal No. 01-20157

August 16, 2018

American Engineering Testing, Inc. (AET) is pleased to provide this proposal for geotechnical services for the referenced project, as requested by Mike Kelly from the City of Wayzata. Pertinent information regarding this proposal is provided below.

Project: Lake Effect Project
Infrastructure Improvements, New Structures, and New Boardwalk
Wayzata, Minnesota

Our Client: City of Wayzata

Address: 299 Wayzata Boulevard West
Wayzata, MN 55391

Attn: Mike Kelly; City Engineer/Interim Director of Public Works
(mike@wayzata.org)

Telephone: 952.404.5316

PROJECT INFORMATION

Improvements will be made along Lake Street and the Lake Minnetonka shoreline; including the following:

- Construction of a restroom building and site improvements at the Wayzata Depot site.
- Infrastructure improvements in the 600 block of Lake Street.
- Construction of a restroom building and site improvements at the municipal parking lot on the south side of the 600 block of Lake Street.
- Construction of “pergola-type” shade structures within the municipal parking lot area.
- Construction of a boardwalk structure that will parallel the shoreline of Lake Minnetonka.

We assume that the restroom buildings will be one-story, slab-on-grade structures that may or may not be heated in the winter months. The shade structures are expected to be open-air wood structures. We understand the restroom buildings and shade structures will have finished floor elevations within 1-foot of existing site grades at each location.

We assume the boardwalk structure will be an elevated walkway that will parallel the Lake Minnetonka shoreline. The boardwalk will cantilever out over the open water of Lake Minnetonka, as well as over parts of the existing shoreline. At this time, it is anticipated that the boardwalk will be supported by driven pile foundations.

SCOPE OF SERVICES

Based on the RFP provided by the City of Wayzata, and subsequent discussions, AET will provide the following scope of services:

- Locate, stake, and drill 3 borings in the Wayzata Depot site, at the general locations selected by the City of Wayzata. Each of these borings will be drilled to a depth of 21 feet.
- Locate, stake, and drill 3 borings in the street within the 600 block of Lake Street. Each of these borings will be drilled to a depth of 11 feet.
- Locate, stake, and drill 3 borings in the municipal parking lot on the south side of Lake Street, within the 600 block of Lake Street. Each of these borings will be drilled to a depth of 36 feet.
- Locate and drill 5 borings along the shoreline of Lake Minnetonka using a drill rig operating from a barge. The barge contractor will be employed by AET. Each of these borings are anticipated to be drilled to a depth of 60 feet.
- Obtain all necessary permits and agency approvals prior to completing our borings.
- Contact Gopher State One Call to arrange clearance of public underground utilities in the areas of the borings.
- Employ the services of a private utility locator to identify underground private utilities that are not marked by the Gopher State One Call locators.
- Document the presence of groundwater in the boreholes, and measure their approximate depths.
- Determine ground surface elevations (or water surface elevations) at each boring location.
- Backfill all boreholes with soil cuttings obtained from the borings and patch the existing pavement surfaces. We will attempt to repair the boreholes, but cannot return them to their original condition.
- Seal the borings in accordance with Minnesota Department of Health regulations, where necessary.
- Use “drilling mud” to stabilize boreholes while drilling below ground water levels, ensuring the most accurate N-values possible given the conditions and soil types.
- Perform laboratory testing of selected soil samples taken from the borings (estimated budget = \$600.00) to assist with evaluating soil properties.
- Prepare a Geotechnical Report that includes logs of the borings, maps of the boring locations, general descriptions of the soil conditions and their properties, discussion of groundwater levels, and our recommendations for:
 - Grading of the restroom and other possible buildings at the Wayzata Depot site, supported on conventional spread footings. Consideration will be given to BOTH heated and unheated conditions.
 - Grading of the 600 block of Lake Street to reconstruct the pavements and possibly underground utilities.
 - Grading of a future restroom (to be supported by conventional spread footings) and future shade structures (possibly supported by drilled piers) in the municipal parking lot location.

- Compaction requirements for fill soils.
- The potential re-use of on-site soils as fill, or the need for imported fill and suggested types and classifications.
- Allowable soil bearing pressures for design of spread footings and required footing depths.
- Foundation support for the new elevated boardwalk; including potential pipe pile diameters, estimated axial and lateral capacities of driven pipe piles, estimated pile depths, and estimated down-drag (negative loads) acting on the piles.
- Discussion of other potential foundation types to support the restroom buildings and shade structures.
- Estimated foundation settlements.
- Support of the on-grade floor slabs of the various structures, including the need for moisture-vapor membranes.
- Grading recommendations for support of pavements and underground utilities.
- Estimated R-value for design of pavements.
- Estimated groundwater depths and possible impacts on the structures and facilities.
- Discussion about potential vibrations created by pile driving activities and their effects on surrounding structures and utilities.
- Other pertinent geotechnical conditions that may apply to design and construction, such as earth retention, freeze-thaw considerations, groundwater control, safe excavation slopes, and drainage properties of various site soils.

All field work will be coordinated with City of Wayzata personnel. Our drilling in the Wayzata Depot area will be performed using a rubber-tire all-terrain mounted drill rig which can access sensitive sites areas and minimize site damage. The all-terrain drill rig will also perform the borings from the barge. Drilling of the borings along Lake Street and in the municipal parking lot will be completed using a conventional truck-mounted drill rig. We estimate the drilling on land will require 3 “rig-days” to complete. We estimate the drilling from the barge will require 6 “rig-days” to complete.

AET’s services are provided for geotechnical purposes only. We will not identify potential contamination at the site, other than by human sight or smell. We will not identify the lateral or vertical extent of any contamination encountered.

FEES

The scope of services outlined in this proposal will be invoiced on a time and materials basis using the attached Fee Schedule. For the scope of services outlined, we estimate our total fee will be \$49,895.00. This cost includes the aforementioned budget amounts for soil laboratory testing, the Minnesota Department of Health fees (see below), set-up and “tear-down” of the barge, and the barge rental.

Using CPT method for five (5) boring in lake would reduce cost to \$42,000.

If additional drilling is needed due to poor soil conditions or to better evaluate for other foundation types, this will be invoiced at a unit rate of \$26.00 per linear foot of drilling up to a depth of 50 feet. If additional drilling is needed below a depth of 50 feet, this will be invoiced at a unit rate of \$31.00 per linear foot of drilling. Should the City of Wayzata or the developer desire additional borings beyond what is proposed in this proposal, we will charge a unit rate of \$465.00 for each addition boring drilled to a depth of 25 feet. If additional mobilizations of the drill crew and equipment are needed, these will be invoiced at a unit cost of \$265.00 per trip.

Additional drilling from the barge may require additional barge rental time beyond the 6 days allotted. Should drilling require more than 6 days of barge rental, we will invoice an hourly fee of \$405.00 per hour for these additional services.

MINNESOTA DEPARTMENT OF HEALTH REGULATIONS AND FEES

Effective July 1, 2017, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to submit written notification to the MDH prior to drilling, along with a fee of \$75. If one or more of the boring depths vary by 25 feet, or more, the MDH requires an additional written notification and fee of \$75 per boring. Projects that span multiple properties will require multiple notifications. The MDH also requires that these borings be grouted and that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fee for the proposed scope of drilling; however, because final boring depths can change, for example, due to possible unanticipated poor soil conditions, the final MDH fee (including an administrative charge of \$65 per notification) will be added, if necessary, to our final invoice to you.

The MDH Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below.

Property Owner's name/company name:

Property Owner's mailing address:

SCHEDULE

Based on our current drilling schedule, we anticipate that our field services can begin about 2 to 2½ weeks after receiving authorization to proceed. Additional time may be required to mobilize the barge and allow for set-up time.

After completion of the borings, selected samples will be submitted for laboratory testing, which could require about 2 to 3 days. The final report will be completed about 3 to 3½ weeks after the completion of the drilling activities.

CONDITIONS

All AET services are provided subject to the Terms and Conditions set forth in the enclosed Environmental/Geotechnical Service Agreement, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of this proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the form of signatures on the required lines below; but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

By authorizing this proposal, AET is of the understanding that the current property owners are aware that AET will be performing this work and have authorized AET to operate our equipment on the property. The use of our drill rigs may cause damage to those areas which we drive over. We will attempt to minimize such damage; however, we have not included costs in our proposal to restore those areas to their original conditions.

City of Wayzata – Lake Effect Project
Proposal for Geotechnical Services
AET Proposal No. 01-20157
August 16, 2018
Page 6 of 6

SIGNATURES

AET Representative:



Michael P. McCarthy, PE

8-16-2018

Date

City of Wayzata Acceptance:

Signature

Printed Name

Date

Attachments:

Fee Schedule

AET Service Agreement (Terms and Conditions)

I. Personnel Hourly Rates

A. Word Processing Specialist	68.00/hr.
B. Engr. or Env. Technician I	74.00/hr.
C. Engr. or Env. Technician II	87.00/hr.
D. Drill Technician/Geo Lab Technician	98.00/hr.
E. Senior Engineering Technician	110.00/hr.
F. Engineering Assistant	114.00/hr.
G. Engineer I/Geologist I	124.00/hr.
H. Engineer II/Geologist II/Sr. Engr. Assistant	141.00/hr.
I. Senior Engineer/Geologist	158.00/hr.
J. Principal Engineer/Geologist	188.00/hr.

II. Vehicle Mileage

A. Personal Automobile/Truck	0.75/mile
B. Auxiliary Truck Vehicle	1.00/mile
C. Truck with Coring, FWD, or GPR Equipment	1.10/mile
D. Truck with Warning Sign/Crash Trailer	1.20/mile
E. 1-ton Truck with Drill Rig	1.20/mile
F. 1½ to 2½-ton Truck with Drill Rig	1.35/mile
G. CPT Truck Rig (20-ton push capacity)	1.60/mile
H. Tractor/Lowboy Trailer	1.80/mile

III. Equipment Rental

A. Drill Rig Rental	
1. Rotary Drill on 1-ton Truck	74.00/hr.
2. Rotary Drill on 1½ to 2½-ton Truck	84.00/hr.
3. Rotary Drill on All-Terrain Vehicle	115.00/hr.
4. Portable, Non-rotary Rig	84.00/hr.
B. Auxiliary/Specialty Vehicle Rental	
1. Auxiliary Truck Vehicle	18.00/hr.
2. Truck with Warning Sign/Crash Trailer	40.00/hr.
3. Truck with Coring Equipment	55.00/hr.
C. Cone (CPT) Rig/Equipment Rental	
1. CPT Rig (Truck or ATV)	149.00/hr.
2. Electronic Cone w/Computer	44.00/hr.
3. Soil Sampler	4.00/hr.
4. Water Sampler	21.00/hr.
D. Miscellaneous Equipment Rental	
1. Field Vane Shear	335.00/day
2. Field Electrical Resistivity	260.00/day
3. Field Seismic Shear Wave (ReMi)	435.00/day
4. Inclinator Reading Equipment	340.00/day
5. Electronic Transducer Reading	180.00/day
6. Bore Hole Permeability	
a. Open End Casing Method	139.00/day
b. HQ Wireline Packer	340.00/day
7. Borehole Pressuremeter	72.00/hr.
8. Iowa Borehole Shear Tester	335.00/day
9. Double Ring Infiltrometer	275.00/day
10. Photoionization Detector (PID)	115.00/day
11. GPS Mapping System	16.00/hr.
12. Pile Driving Analyzer (PDA)	750.00/day
13. Calibrated SPT Rod	230.00/day
14. Pile Integrity Test (PIT)	360.00/day
15. Portable Concrete Coring Equipment	50.00/hr.
16. Pavement Testing Equipment (includes truck)	
a. Falling Weight Deflectometer	175.00/hr.
b. Ground Penetrating Radar (GPR)	350.00/day.
E. Geotechnical Software Rental	
1. Geo Studio Finite Element	60.00/hr.
2. CAPWAP	40.00/hr.
3. AutoCAD or Microstation	35.00/hr.
4. Wave Equation (WEAP)	25.00/hr.

5. LPILE or GROUP	25.00/hr.
6. Slope Stability (ReSSA)	25.00/hr.
7. Stabilized Earth Slopes & Walls	25.00/hr.
8. Settlement (FoSSA)	25.00/hr.
9. SHAFT	25.00/hr.

F. Bit Wear- Rock Coring	
1. Diamond Bit - Sedimentary Rock	
a) B, NQ	10.80/foot
b) HQ	12.90/foot
2. Diamond Bit - Metamorphic & Igneous	
a) B, NQ	18.00/foot
b) HQ	21.00/foot

IV. Laboratory Tests of Soil

A. Water Content	hourly
B. Dry Density (includes water content)	58.00/test
C. Atterberg Limits (ASTM:D4318)	
1. Plasticity Index	113.00/test
2. Liquid Limit or Plastic Limit Separately	98.00/test
D. Sieve Analysis (includes -#200)	105.00/test
E. Hydrometer Analysis (sieve included)	200.00/test
F. Thermal Resistivity w/Proctor (ASTM:D5334)	
1. As Received and Oven Dried (2 pts)	995.00/test
2. Dry Out Curve (4 pts)	1235.00/test
G. Electrical Resistivity (ASTM:G57-Soil Box)	100.00/test
H. Corrosion/Concrete Attack Series*	price upon request
I. Consolidation (up to 32 tsf)	
1. With P-e curves only	475.00/test
2. With P-e curves, time curves	600.00/test
J. Unconfined Compression (incl. wc/density)	98.00/test
K. Hand Penetrometer	10.00/test
L. Organic Content of Soil	65.00/test
M. Topsoil Borrow Test (Mn/DOT 3877)	295.00/test
N. R-value (Hveem Stabilometer)	400.00/test
O. California Bearing Ratio	
1. Granular	640.00/test
2. Cohesive	730.00/test
P. Proctor Tests (Methods A or B)	
1. Standard	130.00/test
2. Modified	145.00/test

*includes pH, chloride ion, soluble sulfates, sulfides, redox potential (resistivity not included).

V. Expenses

A. Modification of barge by MN Portable Dredging prior to loading drill rig	\$1,500.00
B. Barge rental from MN Portable Dredging	\$405.00/hr
C. Equipment Recovery (when required by regulatory agencies or project specifications)	Cost + 15%

The rates presented are portal-to-portal with vehicle mileage, expenses and equipment rentals being additional.

Overtime for personnel charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Hazardous work charged at an additional 25%. Night time shift work will include a premium charge of \$30.00 per person per shift.

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

3.1 - Borings, excavations and other penetrations must be located at safe distances from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, and any underground improvements located on the site. Prior to drilling, AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available. AET shall be entitled to rely on the location information provided by locating vendors.

3.2 – If Public utility owners do not provide the locating service on private property or the property owner has private underground improvements which cannot be cleared through the state notification center or public utility owners, Client shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor.

3.3 - AET will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client’s or other persons’ responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 – AET maintains the following insurance coverage and limits of liability:

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional Liability Insurance	\$1,000,000 per claim
	\$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74 02 12). Any other endorsement, coverage or policy requirement shall result in additional charges.

9.6 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to

cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to secure any unpaid invoice utilizing available remedies at law. AET explicitly reserves its' Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for services ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 16- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the services provided by AET under this Service Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Service Agreement in accordance with the provisions of the Service Agreement and related Documents and shall survive any such termination.

SECTION 17 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET's officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty and shall not exceed the total compensation in excess of costs received by AET for services or \$150,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 18 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 21 - SEVERABILITY

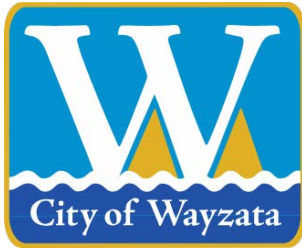
Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



City of Wayzata City Council Agenda Report

MEETING DATE: September 4, 2018	AGENDA ITEM: 8a
TITLE: Consider Approval of Amended Police Services Contract with the City of Long Lake	
PROPOSED MOTION: To Approve the Amended Police Services Contract with the City of Long Lake with a termination date of December 31, 2028	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends approval of the amended Police Services Contract with the City of Long Lake with a termination date of December 31, 2028

FINANCIAL OR BUDGET CONSIDERATION:

The 2018 cost to the City of Long Lake for Police Services is \$290,700. The proposed amounts for 2019 and 2020 to the City of Long Lake for Police Services will be \$290,000. Starting in 2021, the cost will increase based on annual Consumer Price Index. Based on current and projected police services/activity, staff is comfortable with the proposed cost.

BACKGROUND:

The City has been providing police services with the City of Long Lake since 2010. The services are provided through a contract, with the latest one updated in 2016. The latest update provides for police services up until December 31, 2021---a little over 3 years out.

Based on communications with officials from both Wayzata and Long Lake, there was consensus to review the current contract and propose any needed amendments and extension of contract term. Staff strongly believes that it is in the best interest of the City to consider extending the contract primarily for budget and personnel planning purposes.

Attached is the proposed amended contract that highlights the changes from the previous contract. This draft contract was approved at the August 21st Long Lake City Council Meeting. The most significant amendment is extension of the term for an additional 7 years. Staff will be going over the other changes at the meeting.

ATTACHMENTS:

1. Draft Police Services Contract between the City of Wayzata and the City of Long Lake

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into effective the 1st day of January, 201~~96~~ by and between the City of Long Lake and the City of Wayzata, both municipal corporations and political subdivisions of the State of Minnesota (collectively, the "Cities").

WITNESSETH:

WHEREAS, Wayzata currently maintains a police department in accordance with Minnesota Statutes § 412.221;

WHEREAS, Long Lake has the same authority under law to maintain a police department, and currently contracts with the City of Wayzata for its police services;

WHEREAS, Minnesota Statutes § 471.59 authorizes the Cities to enter into an agreement whereby Wayzata will provide contracted police services to the City of Long Lake and perform on behalf of Long Lake any service or function which Long Lake would be authorized to itself provide, including law enforcement services; and

WHEREAS, the Cities are desirous of entering into an agreement whereby Wayzata shall provide law enforcement services to Long Lake.

NOW THEREFORE, pursuant to the terms and conditions as hereinafter set forth, it is agreed by and between the parties as follows:

1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions under which Wayzata will provide law enforcement services to Long Lake.

~~2.~~ 2. TERM: The term of this agreement shall be for a period commencing on January 1, 201~~96~~ and terminating on December 31, 202~~860~~ unless renewed as provided for herein. Commencing January 1, 202~~7519~~, the term of this agreement shall renew for successive rolling three year terms automatically each year unless either party notifies the other in writing on or before August 15, 202~~6418~~ (or August 15 of any year thereafter) that it wishes not to renew, in which case this agreement will terminate without further action of the parties two years hence from the end of the year such notice is given. ~~Upon termination, Long Lake will reimburse Wayzata for 50% unemployment insurance payments directly resulting from the termination of this agreement by Long Lake in years 2020 and 2021. Long Lake will bear no responsibility for unemployment payments if this agreement is terminated in 2022 or beyond.~~

~~3.~~ 3. -COMPENSATION: For 201~~9~~ and 202~~06~~ and 201~~7~~, Long Lake shall pay Wayzata \$2~~90,000~~~~85,000~~ per year. For 202~~1018~~ and each year thereafter, the cost will increase over the previous year's compensation by the annual Consumer Price Index (CPI) rate change for the Minneapolis/St. Paul Metro

areas as established by the United States Department of Labor, but in no event shall such increase be ~~less than 02% or greater than 5%~~ greater than 5% over the previous year. Payment shall be made monthly in equal installments.

4.2. SERVICES: Wayzata will provide all-inclusive police services to Long Lake to the same extent it provides those services within Wayzata, including without limitation patrol, routine and emergency call response, traffic enforcement and management, administrative services, employee or applicant background checks, animal control and impound services, liquor, tobacco and other licensing and compliance check services, parking enforcement, criminal investigations, crime prevention, enforcement of criminal regulations within the Long Lake City Code, and all other policing functions currently or subsequently provided by the Wayzata Police Department.

5.3. SPECIAL EVENTS SERVICES: Special Events will be reviewed by the police chief or designee. The police chief shall determine if additional uniformed officer presence is needed and the fees for these additional services will be paid by the permittee to the city of Wayzata in accordance with the city of Wayzata fee schedule and the Wayzata Police Department labor agreement

6.4. PATROL SERVICES: Wayzata agrees to provide general police patrol services within Long Lake to the same extent as within Wayzata. This commitment to patrol the combined area as a single jurisdiction does not preclude the establishment of patrol zones provided the same level of service is provided within each zone.

7.5. REPORTS AND COMMUNICATION: The Police Chief shall make quarterly periodic reports to Long Lake including one with review in the fall of the proposed operating budget and the Capital Improvements Plan and be available on a reasonable basis with reasonable advance notice to attend Council meetings or other gatherings to report on police and related law enforcement activities and issues.

6. LAW ENFORCEMENT AGENCY RESPONSIBILITIES. Wayzata and the Wayzata Police Chief shall provide and assign such personnel as they deem necessary to carry out the provisions of this Agreement and shall be solely responsible for the selection, training, management and activities of Wayzata employees providing services under this Agreement. All personnel providing service under this Agreement shall in all respects be Wayzata employees and shall be subject to all administrative policies, rules, personnel plans, regulations, and pay plans, including all employee benefits of Wayzata. Wayzata shall be responsible for the enforcement of all its employment policies and shall be responsible for ensuring compliance with all such policies, collective bargaining agreements, regulations, and rules including discipline and discharge.

7. INSURANCE. Wayzata shall maintain general liability insurance for its services and shall include Long Lake as an additional insured for the term of this Agreement and any extensions thereof. Wayzata shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. Wayzata shall also maintain

automobile and property insurance coverages. Upon written request, Wayzata shall provide Long Lake proof of such insurance coverages and the additional insured endorsement naming Long Lake. Wayzata shall also maintain workers' compensation coverage as required by law.

~~8.~~

~~9.8.~~ HOLD HARMLESS. Long Lake shall not be liable for compensation or indemnity to any Wayzata employee for injury or sickness arising out of the scope of employment, nor for any claims by other person arising out the performance of this Agreement by Wayzata personnel, and Wayzata agrees to indemnify, defend, and hold harmless Long Lake, its employees, officers, agents, and others acting on its behalf against any such claims, loss, damage, liability, and expense, including reasonable attorneys' fees.

~~10.9.~~ FINES, FORFEITURE and FEES. All fines, prosecution costs, and revenue from forfeitures or fees collected by Wayzata or the Wayzata Police Department as a result of services it provides Long Lake under this Agreement but subject to state statutes shall be credited to the amount Long Lake is to pay Wayzata under this Agreement except for jail booking charges or reimbursement for special services agreed to by the two cities shall also be the responsibility of Long Lake. Except as provided in this Agreement, no other costs shall be the responsibility of Long Lake.

~~11.10.~~ DATA PRACTICES. The Wayzata Police Chief shall comply with the Minnesota Government Data Practices Act and shall be the Responsible Authority and Compliance Official for any requests for data arising out of this Agreement or services performed hereunder.

~~12.11.~~ COMPLAINTS. Long Lake shall forward any and all complaints regarding law enforcement services in the City to the Wayzata Police Chief, who shall be responsible as the Chief Law Enforcement Officer for compliance with any and all state and federal regulations applicable to law enforcement agencies.

~~13.12.~~ APPLICABLE LAWS. This Agreement shall be interpreted under and in accordance with the law of the State of Minnesota.

~~14.13.~~ SEVERABILITY. If it should appear that any of the terms hereof are in conflict with any rule or law or statutory provision of the State of Minnesota or are otherwise declared null and void by any Court of competent jurisdiction, then such terms shall be deemed inoperative and null and void without invalidating or otherwise affecting the remaining provisions of this Agreement.

~~15.14.~~ AMENDMENTS. Any amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and signed by the parties.

~~16.15.~~ ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement of the parties and shall supersede all oral agreements and negotiations between the parties relating to the subject matter herein.

~~17.16.~~ NON-DISCRIMINATION. The parties are committed to the policy that all persons shall have equal access to its programs, facilities, and employment

without regard to race, color, creed, religion, national origin, sex, age, marital status, or sexual orientation.

IN WITNESS WHEREOF, The parties have hereunto set their hand on the dates below written.

Dated: _____

CITY OF LONG LAKE

By _____
Marty Schneider
Its Mayor

ATTEST:

By _____
Scott Weske
City Administrator

Dated: _____

CITY OF WAYZATA

By _____
Ken Wilcox
Its Mayor

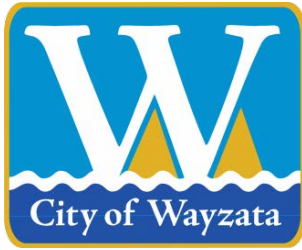
ATTEST:

By _____
Jeffrey Dahl~~Heidi Nelson~~
Its City Manager

APPROVED AS TO FORM AND EXECUTION

Long Lake City Attorney

Wayzata City Attorney



City of Wayzata City Council Agenda Report

MEETING DATE: September 4, 2018	AGENDA ITEM: 8b
TITLE: Consider Approval of Wayzata Police Memorial Design	
PROPOSED MOTION: To Approve the Wayzata Police Memorial Design and Authorize Staff to Solicit Bids and Commence Construction	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff and Police Memorial Committee recommend approving the attached memorial design and authorizing staff to solicit bids (if needed) and execution of any needed agreements for the construction of the project.

FINANCIAL OR BUDGET CONSIDERATION:

This spring, the City Council allocated an additional \$25,000 of the 2017 excess fund transfers for the cost of the memorial in its General Fund CIP. The total allocation for this project is now at \$75,000. It is expected that the approximate cost of the memorial as conceptualized in the attachment should be within 10% of \$75,000. Attached are quotes for landscaping/excavation/footings at \$18,373.64 and granite at \$60,694.30. Staff will obtain other stone quotes prior to entering into agreement.

BACKGROUND:

Last summer, the City Council discussed the current state of the Sgt. JW Anderson Memorial at the lower entrance to City Hall/main entrance to the Police Department. There was consensus that the location should be changed in order to be more visible and accessible to the broader community within the City Hall campus.

At its August 16, 2016 meeting, the City appointed the following members to the JW Anderson Memorial Committee.

- Johanna McCarthy, Council Member
- Jeffrey Dahl, City Manager
- Dave Dudinsky, Public Works Director (former)
- Mike Kelly, Public Works Director/City Engineer
- Michael Risvold, Police Chief
- Tim McCarthy, Police Officer
- Gayle Wilson, Resident
- Sarah Showalter, Parks and Trails Board/Lake Effect Conservancy Board Member

Despite the receiving concept approval on a design on September 5, 2017, on September 8, 2017, the committees scope and mission changed when Ofc. Bill Mathews was tragically killed on duty.

UPDATE:

Over the past 18 months, committee members have met numerous times to discuss scale, materials, cost, and location of a new memorial. Meetings also were also arranged with noted memorial designer, Jim Cota, local landscape architects Outdoor Escapes, and granite/stone company Brodin Studios.

Ultimately, the committee agreed that the attached design is scaled appropriately and the prospective location, about 10 feet to the east of the Community Room at City Hall would meet the objectives of the City Council.

The committee, along with Outdoor Escapes, who have volunteered all of their labor, will go over the specifics of the design at the meeting. The objective at the meeting will be to hear any comments regarding the design and get approval to move forward with construction preparation yet this summer/fall and finish in time for Peace Officers Memorial Week in May 2019.

Special thanks to this committee for all of their hard work. Also, thank you to resident Mary Bader for authoring the fallen officers' tribute.

ATTACHMENTS:

1. Police Memorial 3D Conceptual Design
2. Police Memorial Detailed Site Plan
3. Police Memorial larger Site Plan
4. Proposed inscriptions on the three memorials
5. Example of bronze plaque on two smaller memorials
6. Landscaping/excavation/footings estimate
7. Stone Estimate



Wayzata Police Memorial

600 Rice St. E,
Wayzata MN 55391

Designer: Eric Kvam

Date: 7/9/2018


OUTDOOR ESCAPES
CREATING LUXURY OUTDOOR LIVING

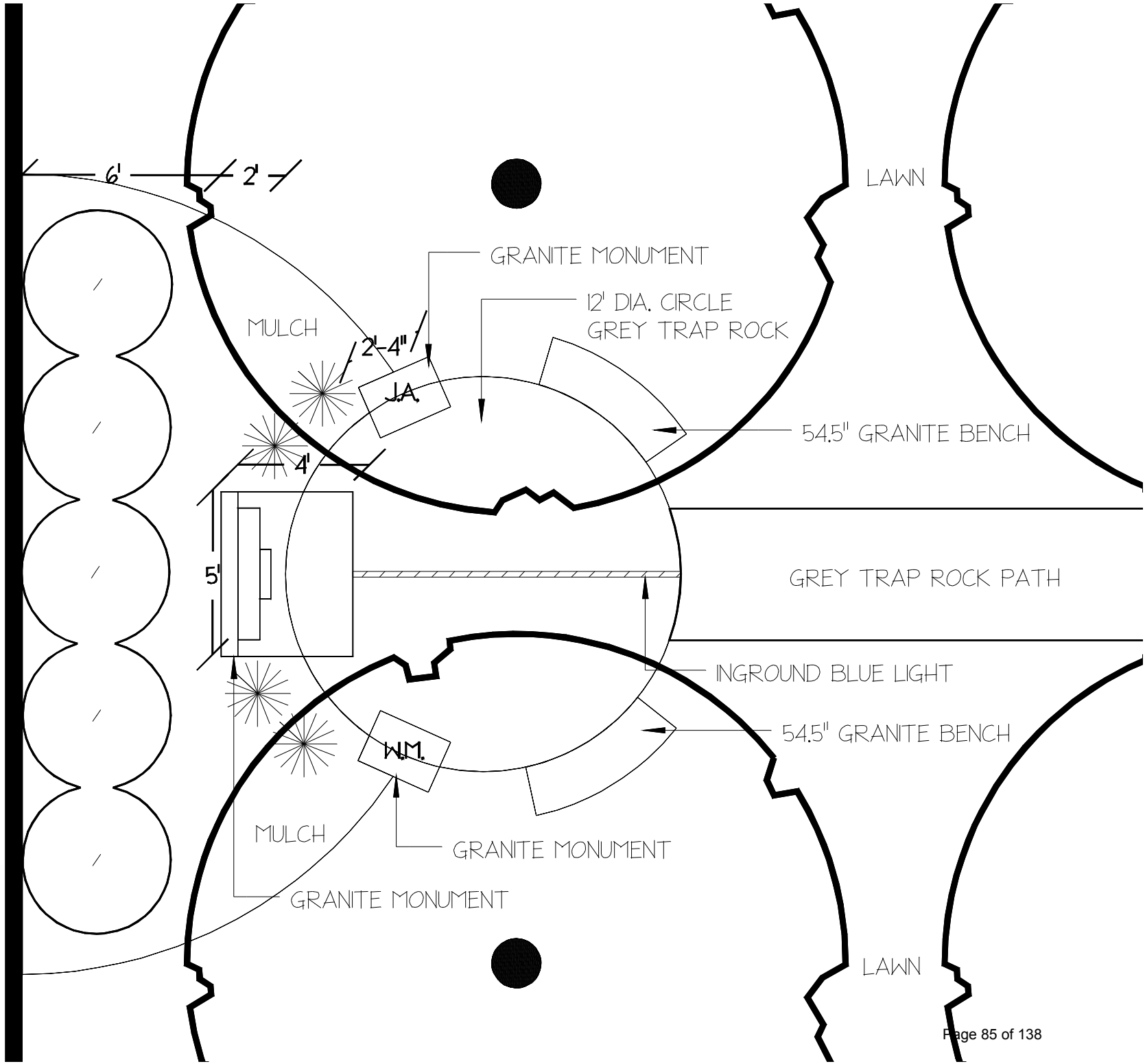
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SCALE: 1" = 4'	600 RICE ST. E. WAYZATA, MN 55391	WAYZATA POLICE MEMORIAL	ERIC KVAM	DATE: 8.28.18	
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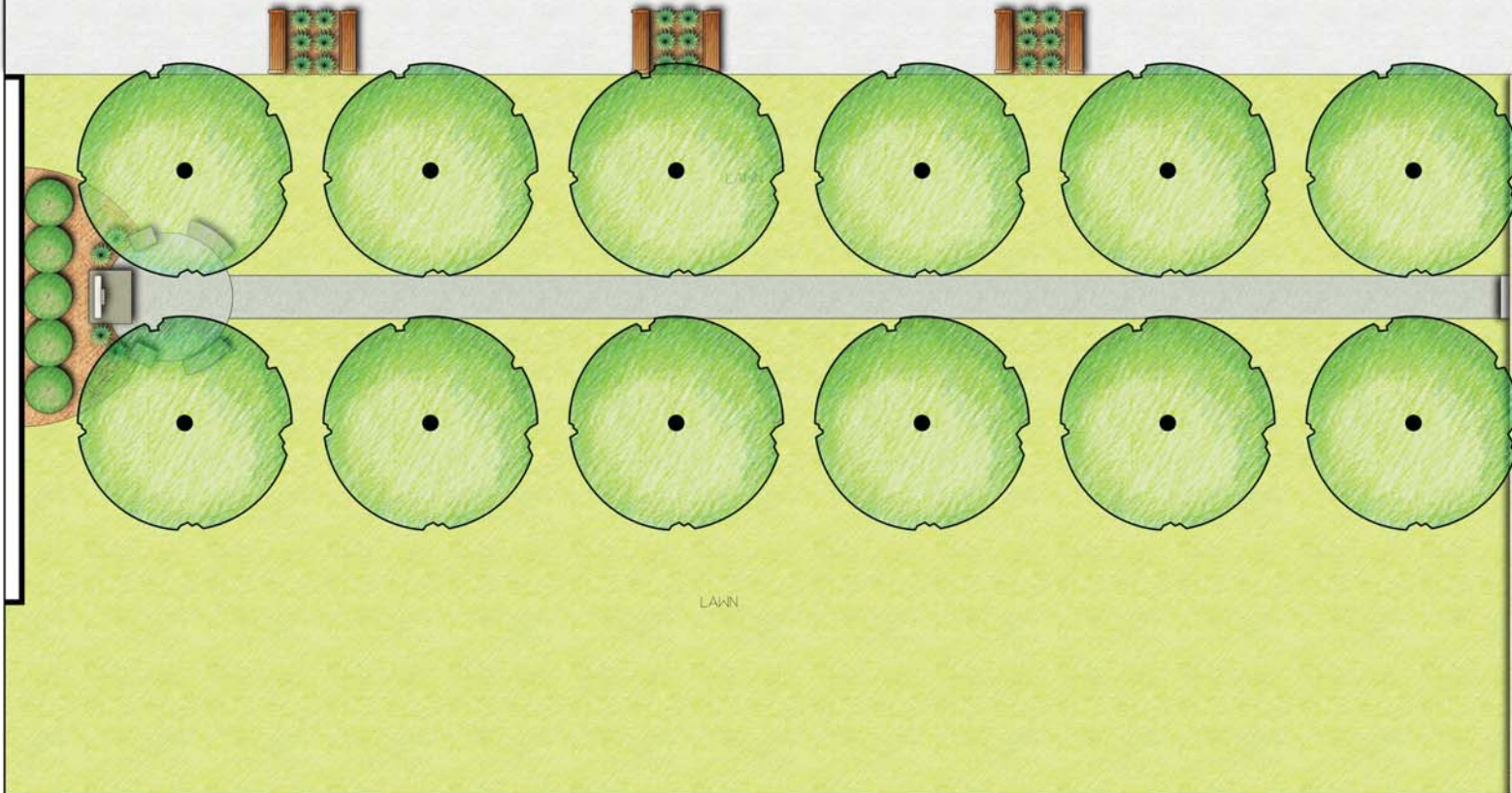


CITY HALL





HENNEPIN COUNTY
LIBRARY



LAWN



CONCEPTUAL DESIGN

SCALE
0 5 10 20
SCALE IN FEET
DATE 8/10/18
DESIGNER ERIC KVAM

WAYZATA POLICE
MEMORIAL
600 RICE ST. E.
WAYZATA, MN 55391

OUTDOOR ESCAPES
CREATING LUXURY OUTDOOR LIVING

(Anderson Memorial)

Sergeant James W. Anderson

13 Years of Law Enforcement Service

End of Watch: August 31, 1982

Sergeant Anderson responded to a domestic call at a Wayzata apartment building. He was ambushed and killed by gunfire. He died on his 36th birthday.

The suspect went on to shoot two employees at Wayzata City Hall, took hostages at the Wayzata Post Office, and shot a Minnetonka police officer. He eventually released the hostages before taking his own life.

(Mathews Memorial)

Officer William A. Mathews

20 Years of Law Enforcement Service

End of Watch: September 8, 2017

Officer Mathews responded to a 911 call of road debris on U.S. Highway 12. While removing the debris, he was struck and killed by an impaired and distracted driver. The driver was convicted of criminal vehicular homicide and sentenced to prison.

(Tribute to Fallen Officers)

With profound gratitude, the citizens of Wayzata honor our peace officers, the brave members of our police force who protect our community.

They are the keystone of our safety, the enforcers of our law and order, the first responders to our crises, the calm solvers of our problems large and small. They are our peacemakers who risk their own lives for ours.

This memorial is dedicated to our peacemakers past, present, and future. We invite you to sit here and reflect on their courage, their devotion to duty, the sacrifices they and their families make for their commitment to public service, and their pride in the badge they wear.

BLESSED ARE THE PEACEMAKERS.

Homestead Police MEMORIAL



Chief of Police

William Frankie Brantley
Homestead Police Department, Florida
End of Watch: Wednesday, March 28, 1953

Chief William Brantley was shot and killed while attempting to arrest a drunk man shortly after midnight. The suspect had just shot another person in a bar and Chief Brantley was searching for him. The suspect was convicted of second degree murder on April 25, 1952, and sentenced to 99 years in prison. Chief Brantley was a World War II Army veteran. He had been in law enforcement for 27 years and was survived by his wife, daughter and parents.



Town Marshal

Charles D. Bryant
Homestead Police Department, FL
End of Watch: Friday June 15, 1923

Marshal Bryant was shot and killed during a struggle with a suspect at approximately 3400 hours. The two men fell down a staircase and the suspect was able to gain control of Marshal Bryant's service revolver. The suspect then shot Marshal Bryant several times. Marshal Bryant had served as marshal for only two years and had also been a Trade County Deputy Sheriff and an officer in Milledge, Georgia.



Police Officer

Tony Francis Kaga, III
Homestead Police Department, Florida
End of Watch: Tuesday, March 8, 2011

Police Officer Tony Kaga succumbed to injuries sustained in an automobile accident 34 years earlier. He was ejected from his patrol car when it collided with a second patrol car as the officers responded to assist another officer. Officer Kaga had previously served with the United States Air Force.

Date: 8/28/2018 Estimate # 6865

Bill To:

City of Wayzata
600 Rice Street E.
Wayzata, MN 55391

Job Address:

		Terms	Rep.	Project	
			HPF	Police Memorial	
Item	Description	Qty.	Total		
	Excavation and Footing Work				
91010	Excavation and backfilling needed for Memorial Foundation Work	1	1,810.35		
91025	Masonry - Install Frost Footings and Foundation needed to install granite. Large Memorial, (2) Officer Memorials and (2) Granite Benches. Cost also includes a surface slab of concrete for Granite to sit on at grade. **Price does Not include Granite Monument or Bench Costs. Costs to be supplied**	1	8,956.32		
	Subtotal of Excavation and Footing Work		10,766.67		
	Landscaping				
340003	Install Aluminum Edging per 15' section (Mill Finish) - Border of Memorial, Path and Around Planting Bed	22	2,984.96		
380005	Sod Removal & Disposal per sf - all areas to be rocked and mulched	788	661.92		
310070	Install 3/4" Trap Rock per ton. Path and 12' Monument Circle	10	2,263.70		
320000	Install Premium Shredded Hardwood Mulch per yd (Preen installed prior to mulch)	3	389.64		
120012	Delivery of Mulch	1	150.00		
700195	Install Arborvitae, Techny 8' BB	5	4,225.65		
809070	Install GR. Calamagrostis, Karl Foerster #3 cont.	4	357.80		
120005	Delivery of Trees, Shrubs and Perennials - Large Order Dock Truck	1	295.00		
330010	Install Black Dirt per 5 yd load - To amend plant beds soil and needed soil for Sod Repair	1	645.14		
380000	Install Sod per yrd. There is NO Warranty on Sod. *** This is an allowance until the final scope of work is determined *** Construction Access for Granite Installers Crane and Needed Equipment access for concrete footings.	100	790.00		
	Subtotal of Landscaping		12,763.81		
Discount	**Labor Discount for city to cover Material Only Cost. **		-8,168.84		
	Subtotal of Landscaping Material Only Cost		4,594.97		

Building License #BC653834

Sales Tax (7.525%)

Total

Date: 8/28/2018 Estimate # 6865

Bill To:

City of Wayzata
600 Rice Street E.
Wayzata, MN 55391

Job Address:

		Terms	Rep.	Project	
			HPF	Police Memorial	
Item	Description	Qty.		Total	
250000	Low Voltage LED Lighting **High Voltage 120V Receptacle to be provided by City Electrician. Price Does NOT include City Electricians work** Install Blue Light in patio circle and into monument - **Current Allowance as we work out details with Granite Fabricator** **MATERIAL ONLY ALLOWANCE**	1		1,800.00	
250000	Install Memorial Low Voltage Lighting - "Picture Hanging" style lighting on Memorial Plaques for Officers and Main Memorial **MATERIAL ONLY ALLOWANCE**	3		750.00	
91030	Form and Pour 12' Long by 8" wide Concrete Pad to Anchor Lighting Housing	1		462.00	
	Subtotal of Low Voltage Lighting			3,012.00	

Building License #BC653834

Sales Tax (7.525%)

\$0.00

Total

\$18,373.64

Brodin Studios, Inc.

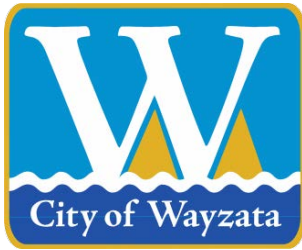
70127 330th Street
Kimball, MN 55353

Estimate

Date	Estimate #
1/5/2018	5724

Name / Address
Wayzata Police Memorial

			Project
Description	Qty	Rate	Total
Per Wayzata Police Memorial design, concept #4 and general notes. Feature to include Coldspring Black, Sierra White and Sunset Red granite with accents. Coldspring will supply the foundation. Coldspring will supply installation, including crane service. Purchaser responsible for landscaping, and bronze memorialization. Freight to Wayzata MN included. This price is valid for 60 days. Price does not include electrical, patio or bronze plaques. Excludes etched wording in granite which needs to be provided for pricing		43,616.10	43,616.10
Park benches 4' in length and curved made of coldspring black granite includes delivery and installation	2	2,564.10	5,128.20
enlarged wayzata PD bronze badge as 3D relief	1	2,750.00	2,750.00
22"x26" cast bronze plaque	2	1,875.00	3,750.00
3D bronze low relief of officer attached to 22"x26" cast bronze plaque	2	2,725.00	5,450.00
EXCLUDING TAX PRICING IS GOOD FOR 60 DAYS ON THE GRANITE ITEMS FROM DATE ON THIS QUOTE			
		Subtotal	\$60,694.30
		Sales Tax (0.0%)	\$0.00
		Total	\$60,694.30



City of Wayzata City Council Agenda Report

MEETING DATE: September 4, 2018	AGENDA ITEM: 8c
TITLE: Consider Approval of Resolution No. 48-2018 Certifying to the County Auditor the Preliminary Property Tax Levy for 2019	
PROPOSED MOTION: To Approve Resolution No. 48-2018 Certifying to the County Auditor the Preliminary Property Tax Levy for 2019	
PREPARED BY: Steve McDonald, Contracted Finance Director	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of Resolution No. 48.

FINANCIAL OR BUDGET CONSIDERATION:

See below. The recommended preliminary general fund levy increase for 2019 is 4.77%. When the final budget is considered in December, the proposed levy amount cannot increase from what was preliminarily approved in September.

BACKGROUND:

Introduction

Below is the 2019 preliminary general fund budget as revised by City Staff following the August 2, 2018 Council Budget Work Session. Adjustments made to the proposed budget from that meeting are:

Revenue	1st Workshop	Current	Change
Taxes	\$ 4,479,186	\$ 4,429,254	\$ (49,932)
Expenditure	1st Workshop	Current	Change
Mayor and Council	\$ 46,836	\$ 47,336	\$ 500
Administrative and Finance	755,217	748,331	(6,886)
Planning and Zoning	157,838	158,462	624
General Government Buildings	294,830	283,315	(11,515)
Police Protection	1,761,820	1,755,172	(6,648)
Building Inspections	236,016	234,906	(1,110)
Streets	554,670	553,358	(1,312)
Engineering	211,254	212,105	851
Parks, Recreation and Forestry	622,521	621,694	(827)

A preliminary budget and tax levy must be approved and certified with the County by September 30, 2018. The development of the annual budget, to which the general fund is foundational, is a comprehensive process that includes the Mayor and Council, Staff input, budget work sessions, and ultimately the preparation of a final budget document to be approved by City Council in December.

A goal of the General Fund is to continue the implementation of Council goals identified in the strategic plan while minimizing the tax levy increase. The General Fund budget, as presented, assumes a 6.56% increase in expenditures but a 4.77% general fund tax levy increase and an overall 4.29% levy increase. The major factors related to the expenditure increase are described later in the memo.

Levy Limits

At this time there are no levy limits for 2019.

Tax Levy Summary

Overall, the tax levy includes levies for general operations, City infrastructure, and debt service. The levy includes an overall 4.77 percent increase from 2018. The 2018 budgeted and 2019 proposed tax levies are listed below:

	2018	2019 Prelim	Increase (Decrease)	% Change
General	\$ 4,227,429	\$ 4,429,254	\$ 201,825	4.77%
City Infrastructure	210,000	210,000	-	0.00%
Bonds				
G.O. Street Reconstruction Bonds, Series 2009B (Ferndale)	32,453	31,665	(788)	-2.43%
2012 Refunding (2004A Big Woods)	213,780	213,675	(105)	-0.05%
Total City Tax Levy	<u>\$ 4,683,662</u>	<u>\$ 4,884,594</u>	<u>\$ 200,932</u>	<u>4.29%</u>

Summary of the City's Tax Capacity

The past two years with comparison to the average percentage change for Hennepin County is listed below:

	2017 Pay	2018 Pay	2018 Pay	2019	% Change (Wayzata)	% Change (Suburban Hennepin)
Commercial	\$ 7,042,390	\$ 7,446,736			5.74%	2.65%
Industrial	35,630	35,630			0.00%	2.33%
Apartment	1,998,832	2,059,360			3.03%	11.99%
Residential	16,405,383	17,169,312			4.66%	7.10%
Other	26,400	36,690			38.98%	-4.21%
Total	<u>\$ 25,508,635</u>	<u>\$ 26,747,728</u>			<u>4.86%</u>	<u>6.00%</u>

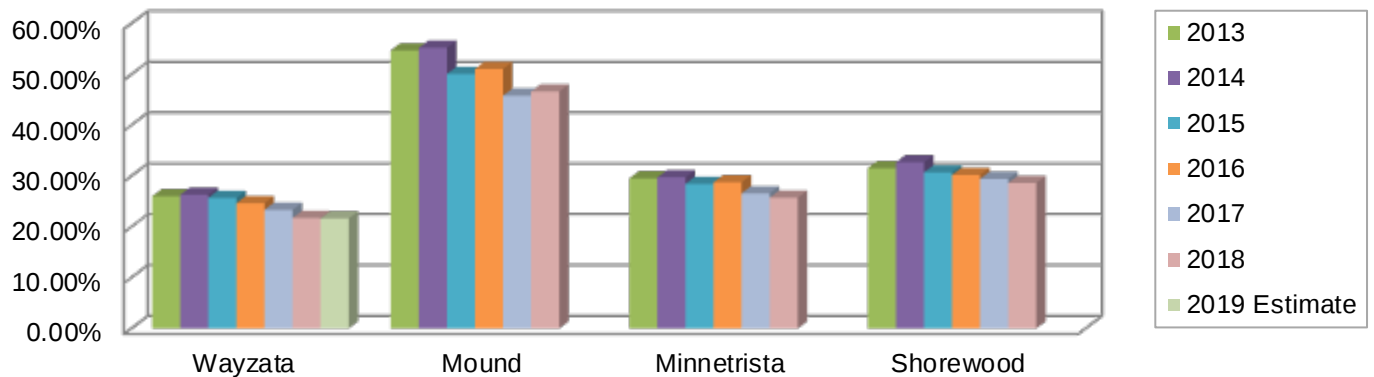
The current tax capacity and historical tax capacity rates are summarized below for Wayzata and three relatively comparable Lake Minnetonka Cities. The major difference between Wayzata and the three comparable cities is the large commercial tax base.

Tax Capacity by Type

	Wayzata	Mound	Minnetrista	Shorewood
Commercial	\$ 7,446,736	\$ 688,575	\$ 100,337	\$ 769,996
Industrial	35,630	201,860	49,585	200,780
Apartment	2,059,360	338,660	-	206,586
Residential	17,169,312	12,543,625	17,534,638	18,109,803
Other	36,690	12,015	494,990	22,275
Total	<u>\$ 26,747,728</u>	<u>\$ 13,784,735</u>	<u>\$ 18,179,550</u>	<u>\$ 19,309,440</u>

Following is a summary of Wayzata's tax rate history compared to these communities.

Tax Capacity Rates - 2013 - 2018, 2019 est for Wayzata



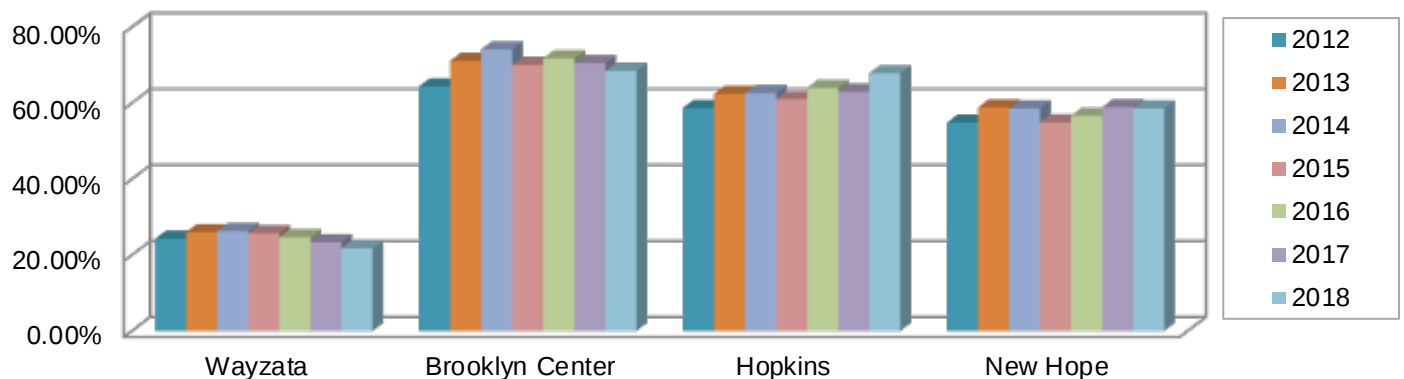
If we focus outside the immediate area, the composition of tax capacity is comparable to Brooklyn Center, Hopkins, and New Hope. Those cities have populations at least three times Wayzata's.

Tax Capacity by Type

	Wayzata	Brooklyn Center	Hopkins	New Hope
Commercial	\$ 7,446,736	\$ 6,359,531	\$ 5,615,690	\$ 1,896,644
Industrial	35,630	2,698,955	3,802,810	5,795,525
Apartment	2,059,360	3,311,990	5,507,751	3,710,415
Residential	17,169,312	13,280,337	10,267,961	11,146,013
Other	36,690	4,780	16,960	-
Total	\$ 26,747,728	\$ 25,655,593	\$ 25,211,172	\$ 22,548,597

Following is a summary of Wayzata's tax rate history compared to these communities.

Tax Capacity Rates - 2013 - 2018, 2019 est for Wayzata



General Fund Budget Summary

Below are the actual revenues and expenditures for 2016 and 2017, 2018 budget, and 2019 as proposed with comparative figures for 2018 and 2019 budget amounts.

	Actual		Budget		Increase / Decrease From PY	Percent Change
	2016	2017	2018	2019		
Revenues						
Taxes	\$ 4,128,510	\$ 4,227,130	\$ 4,227,429	\$ 4,429,254	\$ 201,825	4.77%
Franchise fees	83,443	85,000	82,000	82,000	-	0.00%
Licenses and permits	769,641	595,372	506,250	591,025	84,775	16.75%
Intergovernmental	200,025	252,805	198,700	201,600	2,900	1.46%
Charges for services	881,184	716,700	708,750	788,761	80,011	11.29%
Fines and forfeitures	77,268	81,423	80,500	83,500	3,000	3.73%
Interest	14,701	22,820	20,000	20,000	-	0.00%
Miscellaneous	46,191	18,153	2,000	2,000	-	0.00%
Transfers in	150,000	1,173,485	385,000	420,000	35,000	9.09%
Total Revenues	6,350,962	7,172,887	6,210,629	6,618,140	407,511	6.56%
	Actual		Budget		Increase / Decrease From PY	Percent Change
	2016	2017	2018	2019		
Expenditures						
Mayor and council	\$ 50,382	\$ 47,124	\$ 47,336	\$ 47,836	\$ 500	1.06%
Administrative and finance	695,479	753,717	748,331	897,777	149,446	19.97%
Assessing	61,053	68,167	66,000	66,000	-	0.00%
Planning and zoning	123,957	145,761	158,462	256,078	97,616	61.60%
General government buildings	176,433	202,691	283,315	283,070	(245)	-0.09%
Police protection	1,617,896	1,656,798	1,755,172	1,947,208	192,036	10.94%
Fire protection	299,145	350,118	349,575	362,793	13,218	3.78%
Building inspections	247,126	186,876	234,906	228,698	(6,208)	-2.64%
Emergency management	527	4,147	5,350	5,350	-	0.00%
Health inspections	33,418	36,694	33,000	38,000	5,000	15.15%
Streets	520,616	470,983	553,358	561,229	7,871	1.42%
Street lighting	74,273	80,979	87,500	87,500	-	0.00%
Engineering	187,803	151,220	212,105	130,549	(81,556)	-38.45%
Parks, recreation and forestry	469,518	530,463	621,694	661,577	39,883	6.42%
Unallocated	866,407	1,182,504	1,054,525	1,044,475	(10,050)	-0.95%
Total Expenditures	5,424,033	5,868,241	6,210,629	6,618,140	407,511	6.56%
Excess (Deficient) Revenue	\$ 926,929	\$ 1,304,646	\$ -	\$ -	\$ -	

Revenue Changes

- Liquor licenses increased \$20,000
- Building permits increased \$55,000
- Misc. permits decreased \$3,000 (special event permits)
- Plan check fee increased \$35,000
- Project Inspection decreased \$20,000
- Planning charges increased \$10,000
- Interfund operating transfer increased \$35,000 (Bar transfer increased \$25,000 & TIF increased \$10,000)

- PD Admin charges – SRO increased \$32,000
- Police charges for services (events) increased \$7,000
- Police services – Long Lake increased \$5,815
- Fire contract – Woodland increased \$8,196

Expenditure Changes

- Mayor/Council:
 - o Volunteer program increased \$500 (volunteer dinner)
- Admin/Finance:
 - o Wages and benefits increased due to the hire of a full time Administrative Service Director and a part time Administrative Assistant going full time.
 - o Employer paid Ins. – 13% health insurance rate increase
 - o Auditing and Acctg. Services – increased \$4,000 for AEM and MMKR
 - o Personnel Expense – increased \$1,000 for the Wellness Program
 - o Data Processing – increased \$10,000 for Loffler contract
 - o Mileage & Meals – increased \$2,500
 - o Dues, Licenses & Seminars – increased \$10,000
 - o Credit Card Fees – increased \$1,000
- Planning & Zoning:
 - o Wages – the addition of a Planning Analyst \$60,000
 - o Consultants – decreased \$3,000
 - o Dues, Licenses & Seminars – increased \$1,500
- Building Operations & Maint.:
 - o Misc. – increased \$4,500 (Depot property taxes, bottled water & coffee supplies)
- Police:
 - o Wages/Benefits – Increased due to hire of additional police officer
 - o PERA – Employer % increased (15.3% to 16.95%)
 - o Motor Fuels – increased \$4,370 (\$1.96 to \$2.43 per gal. & increased usage)
 - o Personnel Expense – increased \$6,000 (Public Safety Services)
- Fire:
 - o Wages – increased \$12,000
- Building Inspection:
 - o Wages – FT Building Inspector position to PT Code Enforcement/Inspector and added an Admin. Asst./Permit Technician
 - o Contractual Services – decreased \$10,000
- Engineering:
 - o Wages – Mike's wages re-allocated
- Unallocated:
 - o General Liability Ins. – increased \$10,000
 - o Contingency – decreased \$10,000
 - o Equipment transfer – decreased \$12,475

Next Steps - 2019 Budget Calendar

September 4, 2018	Council workshop to discuss 2019 Enterprise Budgets Preliminary maximum levy adopted by council.
September 12, 2018	Staff CIP workshop immediately following Wednesday morning staff mtg. Wednesday @ 10:00 AM
October 16, 2018	Council and Staff CIP workshop - Tuesday 5 - 7 PM
October - November	Continue to refine general fund budget and discuss all enterprise fund budgets and CIP plans.
December 4, 2018	Council to adopt final approved budget.

ATTACHMENTS:

1. Resolution No. 48-2018 Certifying to the County Auditor the Preliminary Property Tax Levy for 2019
2. 2019 General Fund Budget Summaries of Revenues/Expenditures/Transfers

RESOLUTION NO. 48-2018
RESOLUTION CERTIFYING TO THE COUNTY AUDITOR
THE PRELIMINARY PROPERTY TAX LEVY PAYABLE FOR 2019

WHEREAS, State Statutes require that the preliminary tax levy requirements to meet the annual budget be certified to the County Auditor by September 28, 2018;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota, that the following preliminary tax levy requirements be and they hereby are adopted for the year payable 2019.

BE IT FURTHER RESOLVED that the Auditor of Hennepin County is hereby authorized to cancel all other levies previously scheduled to be collected in 2019 due to an accumulation of sufficient reserves in each fund:

Description		2018	2019
General Fund Levy		\$ 4,227,429	\$ 4,429,254
	City Infrastructure	210,000	210,000
Total Levy		\$ 4,437,429	\$ 4,639,254
Debt Levy	Levy for Street bonding (Ferndale)	\$ 32,453	\$ 31,665
MV Levy	Big Woods bonding debt service	\$ 213,780	\$ 213,675

BE IT FURTHER RESOLVED that the City Manager is hereby directed to forward a certified copy of this Resolution to the Auditor of Hennepin County.

Adopted by the Wayzata City Council this 4th day of September, 2018.

ATTEST:

Mayor Ken Willcox

City Manager Jeffrey Dahl

CERTIFICATION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I, hereby certify that the attached and foregoing Resolution is a true and correct copy of the Resolution duly adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on September 4, 2018.

Jeffrey Dahl, City Manager & Clerk

SEAL

CITY OF WAYZATA
2019 General Fund Budget Summary

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Dept Descr	2017 Amount	2018 Budget	2019 Budget
Act Type R Revenue			
All Departments	\$6,554,121.74	\$5,540,679.00	\$5,687,454.00
Police	\$569,190.89	\$557,700.00	\$608,415.00
Fire	\$177,098.20	\$112,250.00	\$120,446.00
Act Type R Revenue	\$7,300,410.83	\$6,210,629.00	\$6,416,315.00
Act Type E Expenditure			
Mayor and Council	-\$47,123.93	-\$47,336.00	-\$47,836.00
Administration & Finance	-\$753,716.88	-\$748,331.00	-\$897,777.00
Assessing	-\$68,167.46	-\$66,000.00	-\$66,000.00
Planning and Zoning	-\$145,760.67	-\$158,462.00	-\$256,078.00
Building Operations & Maint.	-\$202,690.78	-\$283,315.00	-\$283,070.00
Police	-\$1,608,546.62	-\$1,704,172.00	-\$1,895,008.00
Crime Control and Investigate	-\$48,251.52	-\$51,000.00	-\$52,200.00
Fire	-\$350,117.83	-\$349,575.00	-\$362,793.00
Building Inspection	-\$186,875.62	-\$234,906.00	-\$228,698.00
Emergency Management	-\$4,146.60	-\$5,350.00	-\$5,350.00
Streets	-\$470,982.89	-\$553,358.00	-\$561,229.00
Health Inspections	-\$36,694.35	-\$33,000.00	-\$38,000.00
Engineering	-\$151,220.00	-\$212,105.00	-\$130,549.00
Parks	-\$530,462.75	-\$621,694.00	-\$661,577.00
Boulevard Maint. And lighting	-\$80,978.95	-\$87,500.00	-\$87,500.00
Unallocated Expenditures	-\$1,182,503.93	-\$1,054,525.00	-\$1,044,475.00
Act Type E Expenditure	-\$5,868,240.78	-\$6,210,629.00	-\$6,618,140.00
	\$1,432,170.05	\$0.00	-\$201,825.00

CITY OF WAYZATA

2019 REVENUE BUDGET

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Account Descr	2017 Amt	2018 Budget	2019 Budget	Budget Change from PY
FUND 101 GENERAL FUND				
R 101-00000-31010 Property Taxes	\$4,227,129.80	\$4,227,429.00	\$4,429,254.00	\$201,825.00
R 101-00000-32110 Alcoholic Beverages	\$140,783.00	\$120,000.00	\$140,000.00	\$20,000.00
R 101-00000-32120 Health	\$61,362.25	\$39,000.00	\$41,000.00	\$2,000.00
R 101-00000-32140 Cigarette License	\$528.00	\$500.00	\$525.00	\$25.00
R 101-00000-32160 Trade License	\$6,039.00	\$5,500.00	\$6,000.00	\$500.00
R 101-00000-32180 Rental License	\$23,877.50	\$25,000.00	\$25,000.00	\$0.00
R 101-00000-32190 Misc License	\$11,815.00	\$9,250.00	\$10,000.00	\$750.00
R 101-00000-32210 Building Permits	\$238,303.37	\$200,000.00	\$255,000.00	\$55,000.00
R 101-00000-32222 Heating Permits	\$49,682.00	\$40,000.00	\$45,000.00	\$5,000.00
R 101-00000-32230 Plumbing Permits	\$33,715.08	\$35,000.00	\$39,500.00	\$4,500.00
R 101-00000-32290 Misc Permits	\$26,538.20	\$30,000.00	\$27,000.00	-\$3,000.00
R 101-00000-33422 Misc State Aid Grants	\$43,208.00	\$10,000.00	\$10,000.00	\$0.00
R 101-00000-34104 Plan Check Fee	\$115,266.79	\$90,000.00	\$125,000.00	\$35,000.00
R 101-00000-34105 Copies	\$315.14	\$0.00	\$0.00	\$0.00
R 101-00000-34106 Project Inspection	\$100,117.60	\$140,000.00	\$120,000.00	-\$20,000.00
R 101-00000-34110 Planning Charges	\$14,910.00	\$25,000.00	\$35,000.00	\$10,000.00
R 101-00000-34190 Charges for Services/Gen Go	\$30,664.76	\$25,000.00	\$25,000.00	\$0.00
R 101-00000-34942 Grave Openings	\$7,191.00	\$2,000.00	\$4,000.00	\$2,000.00
R 101-00000-36210 Interest Earnings	\$22,819.56	\$20,000.00	\$20,000.00	\$0.00
R 101-00000-36211 Blvd. Lights & Maint.	\$85,000.41	\$82,000.00	\$82,000.00	\$0.00
R 101-00000-36212 Interest revenue from loans	\$97,713.57	\$0.00	\$0.00	\$0.00
R 101-00000-36221 Library Rent	\$15,282.68	\$17,500.00	\$17,500.00	\$0.00
R 101-00000-36222 Depot Rent	\$10,220.76	\$10,500.00	\$10,500.00	\$0.00
R 101-00000-39101 Sales of General Fixed Asset	\$0.00	\$0.00	\$0.00	\$0.00
R 101-00000-39200 Interfund Operating Transfer	\$150,000.00	\$385,000.00	\$420,000.00	\$35,000.00
R 101-00000-39201 Transfers from TIF	\$1,023,485.00	\$0.00	\$0.00	\$0.00
R 101-00000-39400 Misc.Revenues	\$18,153.27	\$2,000.00	\$2,000.00	\$0.00
R 101-42100-32240 Animal Licenses	\$2,729.00	\$2,000.00	\$2,000.00	\$0.00
R 101-42100-33416 Police Training Reimburseme	\$6,497.83	\$7,100.00	\$10,000.00	\$2,900.00
R 101-42100-33421 Insurance Premium Tax-Poli	\$108,465.08	\$95,000.00	\$95,000.00	\$0.00
R 101-42100-33422 Misc State Aid Grants	\$7,058.40	\$8,600.00	\$8,600.00	\$0.00
R 101-42100-33620 Other County Grants/Aid	\$0.00	\$0.00	\$0.00	\$0.00
R 101-42100-34108 Admin Charges to Other Fun	\$43,706.72	\$52,000.00	\$84,000.00	\$32,000.00
R 101-42100-34109 Police Charges for Services	\$26,235.56	\$18,000.00	\$25,000.00	\$7,000.00
R 101-42100-34211 Accidents Reports	\$80.00	\$100.00	\$100.00	\$0.00
R 101-42100-34212 Fingerprinting	\$720.00	\$1,200.00	\$1,200.00	\$0.00
R 101-42100-34213 Impound Fees	\$755.93	\$500.00	\$500.00	\$0.00
R 101-42100-34214 Alarm Charges	\$6,519.58	\$2,000.00	\$2,000.00	\$0.00
R 101-42100-34998 Police Services - Long Lake	\$285,000.00	\$290,700.00	\$296,515.00	\$5,815.00
R 101-42100-35101 Court Fines	\$78,905.69	\$80,000.00	\$82,500.00	\$2,500.00
R 101-42100-35106 Misc Fines	\$2,517.10	\$500.00	\$1,000.00	\$500.00
R 101-42200-33160 Other Federal Grants	\$29,810.00	\$0.00	\$0.00	\$0.00
R 101-42200-33420 Insurance Premium Tax-Fire	\$71,887.20	\$68,000.00	\$68,000.00	\$0.00
R 101-42200-33422 Misc State Aid Grants	\$15,688.00	\$10,000.00	\$10,000.00	\$0.00
R 101-42200-34201 Fire Contracts	\$59,713.00	\$34,250.00	\$42,446.00	\$8,196.00
R 101-42200-34203 Fire Misc.	\$0.00	\$0.00	\$0.00	\$0.00
FUND 101 GENERAL FUND	\$7,300,410.83	\$6,210,629.00	\$6,618,140.00	\$407,511.00
	\$7,300,410.83	\$6,210,629.00	\$6,618,140.00	\$407,511.00

CITY OF WAYZATA
2019 Budget

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Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
FUND 101 GENERAL FUND				
Dept 41100 Mayor and Council				
E 101-41100-103 Part-Time Employees	\$24,000.00	\$24,000.00	\$24,000.00	0.00%
E 101-41100-122 FICA	\$1,835.96	\$1,836.00	\$1,836.00	0.00%
E 101-41100-210 Operating Supplies (GENERAL)	\$276.32	\$200.00	\$200.00	0.00%
E 101-41100-302 Consultants	\$9,651.40	\$11,000.00	\$11,000.00	0.00%
E 101-41100-331 Mileage & Expense Account	\$1,891.95	\$1,800.00	\$1,800.00	0.00%
E 101-41100-433 Dues, Licensing & Seminars	\$1,500.00	\$1,000.00	\$1,000.00	0.00%
E 101-41100-493 Volunteer program	\$6,646.35	\$7,000.00	\$7,500.00	7.14%
E 101-41100-499 Miscellaneous	\$1,321.95	\$500.00	\$500.00	0.00%
Dept 41100 Mayor and Council	\$47,123.93	\$47,336.00	\$47,836.00	1.06%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 41500 Administration & Finance				
E 101-41500-101 Full-Time Employees Regular	\$323,476.13	\$342,118.00	\$446,241.00	30.43%
E 101-41500-102 Overtime	\$1,930.21	\$0.00	\$0.00	0.00%
E 101-41500-103 Part-Time Employees	\$19,252.97	\$20,100.00	\$0.00	-100.00%
E 101-41500-121 PERA	\$25,603.18	\$26,100.00	\$31,831.00	21.96%
E 101-41500-122 FICA	\$25,450.59	\$27,326.00	\$33,554.00	22.79%
E 101-41500-130 Employer Paid Ins	\$46,388.16	\$48,487.00	\$75,451.00	55.61%
E 101-41500-200 Office Supplies (GENERAL)	\$9,811.00	\$12,000.00	\$10,000.00	-16.67%
E 101-41500-301 Auditing and Acct g Services	\$58,972.00	\$65,000.00	\$69,000.00	6.15%
E 101-41500-302 Consultants	\$29,294.80	\$20,000.00	\$20,000.00	0.00%
E 101-41500-304 Legal Fees	\$104,459.53	\$85,000.00	\$85,000.00	0.00%
E 101-41500-306 Personnel Expense	\$10,238.30	\$10,000.00	\$11,000.00	10.00%
E 101-41500-311 Data Processing	\$39,128.96	\$40,000.00	\$50,000.00	25.00%
E 101-41500-324 Internet/Web Page	\$0.00	\$2,200.00	\$2,200.00	0.00%
E 101-41500-331 Mileage & Expense Account	\$5,546.44	\$3,500.00	\$6,000.00	71.43%
E 101-41500-350 Printing & Publishing	\$7,030.97	\$5,000.00	\$5,000.00	0.00%
E 101-41500-404 Repairs/Maint - Machin/Equip	\$7,712.18	\$6,000.00	\$6,000.00	0.00%
E 101-41500-433 Dues, Licensing & Seminars	\$26,415.90	\$20,000.00	\$30,000.00	50.00%
E 101-41500-497 Credit Card Fees	\$7,143.03	\$5,000.00	\$6,000.00	20.00%
E 101-41500-499 Miscellaneous	\$4,769.42	\$6,000.00	\$6,000.00	0.00%
E 101-41500-540 Equipment	\$1,093.11	\$4,500.00	\$4,500.00	0.00%
Dept 41500 Administration & Finance	\$753,716.88	\$748,331.00	\$897,777.00	19.97%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 41550 Assessing				
E 101-41550-210 Operating Supplies (GENERAL)	\$840.02	\$1,000.00	\$1,000.00	0.00%
E 101-41550-302 Consultants	\$67,327.44	\$65,000.00	\$65,000.00	0.00%
Dept 41550 Assessing	\$68,167.46	\$66,000.00	\$66,000.00	0.00%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 41910 Planning and Zoning				
E 101-41910-101 Full-Time Employees Regular	\$106,918.81	\$111,834.00	\$182,115.00	62.84%
E 101-41910-121 PERA	\$7,962.67	\$8,388.00	\$13,659.00	62.84%
E 101-41910-122 FICA	\$8,033.27	\$8,555.00	\$13,932.00	62.85%
E 101-41910-130 Employer Paid Ins	\$14,312.16	\$13,685.00	\$31,872.00	132.90%
E 101-41910-210 Operating Supplies (GENERAL)	\$90.30	\$0.00	\$0.00	0.00%
E 101-41910-302 Consultants	\$3,966.25	\$8,000.00	\$5,000.00	-37.50%
E 101-41910-331 Mileage & Expense Account	\$76.96	\$500.00	\$500.00	0.00%
E 101-41910-433 Dues, Licensing & Seminars	\$4,151.14	\$4,000.00	\$5,500.00	37.50%
E 101-41910-492 HPB	\$249.11	\$3,500.00	\$3,500.00	0.00%
Dept 41910 Planning and Zoning	\$145,760.67	\$158,462.00	\$256,078.00	61.60%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 41940 Building Operations & Maint.				
E 101-41940-101 Full-Time Employees Regular	\$0.00	\$30,000.00	\$30,000.00	0.00%
E 101-41940-102 Overtime	\$0.00	\$0.00	\$0.00	0.00%
E 101-41940-121 PERA	\$0.00	\$2,250.00	\$2,250.00	0.00%
E 101-41940-122 FICA	\$0.00	\$2,295.00	\$2,295.00	0.00%
E 101-41940-130 Employer Paid Ins	\$0.00	\$5,070.00	\$5,525.00	8.97%
E 101-41940-210 Operating Supplies (GENERAL)	\$4,831.05	\$5,300.00	\$8,000.00	50.94%
E 101-41940-309 Contractual Services	\$1,974.65	\$7,000.00	\$0.00	-100.00%
E 101-41940-321 Telephone	\$21,445.37	\$29,000.00	\$25,000.00	-13.79%
E 101-41940-381 Electric Utilities	\$56,538.86	\$54,000.00	\$57,000.00	5.56%
E 101-41940-383 Fuel, oil and natural gas	\$18,879.97	\$25,000.00	\$25,000.00	0.00%
E 101-41940-386 Other Utilities	\$9,112.49	\$5,000.00	\$5,500.00	10.00%
E 101-41940-401 Repairs/Maint Buildings	\$14,286.96	\$58,400.00	\$58,000.00	-0.68%
E 101-41940-404 Repairs/Maint - Machin/Equip	\$40,779.04	\$25,000.00	\$25,000.00	0.00%
E 101-41940-409 Maint services & Improv	\$25,652.00	\$32,000.00	\$32,000.00	0.00%
E 101-41940-499 Miscellaneous	\$9,190.39	\$3,000.00	\$7,500.00	150.00%
Dept 41940 Building Operations & Maint.	\$202,690.78	\$283,315.00	\$283,070.00	-0.09%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 42100 Police				
E 101-42100-101 Full-Time Employees Regular	\$1,084,050.20	\$1,166,522.00	\$1,293,145.00	10.85%
E 101-42100-102 Overtime	\$20,016.24	\$22,000.00	\$22,000.00	0.00%
E 101-42100-103 Part-Time Employees	\$28,771.72	\$31,200.00	\$20,000.00	-35.90%
E 101-42100-105 Temporary Employees Overtime	\$9,986.33	\$7,000.00	\$7,000.00	0.00%
E 101-42100-121 PERA	\$171,832.76	\$168,822.00	\$197,676.00	17.09%
E 101-42100-122 FICA	\$18,011.47	\$24,964.00	\$26,052.00	4.36%
E 101-42100-130 Employer Paid Ins	\$160,330.94	\$177,434.00	\$209,360.00	17.99%
E 101-42100-140 Unemployment Comp (GENERAL)	\$1,827.00	\$0.00	\$0.00	0.00%
E 101-42100-200 Office Supplies (GENERAL)	\$1,868.32	\$2,200.00	\$2,000.00	-9.09%
E 101-42100-210 Operating Supplies (GENERAL)	\$2,276.15	\$3,500.00	\$4,000.00	14.29%
E 101-42100-212 Motor Fuels	\$20,231.26	\$18,630.00	\$23,000.00	23.46%
E 101-42100-217 Uniforms	\$19,085.74	\$11,000.00	\$11,275.00	2.50%
E 101-42100-240 Small Tools and Minor Equip	\$1,268.88	\$1,300.00	\$1,400.00	7.69%
E 101-42100-306 Personnel Expense	\$1,954.00	\$1,000.00	\$7,500.00	650.00%
E 101-42100-309 Contractual Services	\$14,711.93	\$14,300.00	\$14,750.00	3.15%
E 101-42100-323 Radio Units	\$19,673.47	\$17,200.00	\$19,000.00	10.47%
E 101-42100-331 Mileage & Expense Account	\$1,848.39	\$2,100.00	\$2,100.00	0.00%
E 101-42100-350 Printing & Publishing	\$1,102.59	\$1,800.00	\$1,800.00	0.00%
E 101-42100-404 Repairs/Maint - Machin/Equip	\$11,870.10	\$10,000.00	\$10,000.00	0.00%
E 101-42100-409 Maint services & Improv	\$559.59	\$700.00	\$700.00	0.00%
E 101-42100-433 Dues, Licensing & Seminars	\$1,926.72	\$2,500.00	\$2,250.00	-10.00%
E 101-42100-434 Training and schools	\$10,311.68	\$15,000.00	\$15,000.00	0.00%
E 101-42100-499 Miscellaneous	\$2,623.16	\$2,500.00	\$2,500.00	0.00%
E 101-42100-540 Equipment	\$2,407.98	\$2,500.00	\$2,500.00	0.00%
Dept 42100 Police	\$1,608,546.62	\$1,704,172.00	\$1,895,008.00	11.20%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 42120 Crime Control and Investigate				
E 101-42120-304 Legal Fees	\$39,637.00	\$43,000.00	\$44,000.00	2.33%
E 101-42120-308 Prisoner Care	\$7,914.52	\$7,000.00	\$7,200.00	2.86%
E 101-42120-309 Contractual Services	\$700.00	\$1,000.00	\$1,000.00	0.00%
Dept 42120 Crime Control and Investigate	\$48,251.52	\$51,000.00	\$52,200.00	2.35%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 42200 Fire				
E 101-42200-103 Part-Time Employees	\$81,666.05	\$109,800.00	\$121,800.00	10.93%
E 101-42200-122 FICA	\$6,247.46	\$8,400.00	\$9,318.00	10.93%
E 101-42200-200 Office Supplies (GENERAL)	\$33.19	\$200.00	\$200.00	0.00%
E 101-42200-210 Operating Supplies (GENERAL)	\$9,071.24	\$7,500.00	\$7,500.00	0.00%
E 101-42200-212 Motor Fuels	\$3,370.42	\$3,000.00	\$3,300.00	10.00%
E 101-42200-217 Uniforms	\$40,494.99	\$12,000.00	\$12,000.00	0.00%
E 101-42200-240 Small Tools and Minor Equip	\$10,652.62	\$9,000.00	\$9,000.00	0.00%
E 101-42200-241 Safety equip/testings	\$9,758.45	\$9,000.00	\$9,000.00	0.00%
E 101-42200-306 Personnel Expense	\$2,333.54	\$4,000.00	\$4,000.00	0.00%
E 101-42200-323 Radio Units	\$21,292.86	\$26,000.00	\$26,000.00	0.00%
E 101-42200-331 Mileage & Expense Account	\$920.41	\$1,000.00	\$1,000.00	0.00%
E 101-42200-381 Electric Utilities	\$5,589.59	\$5,000.00	\$5,000.00	0.00%
E 101-42200-383 Fuel, oil and natural gas	\$4,438.60	\$8,000.00	\$8,000.00	0.00%
E 101-42200-404 Repairs/Maint - Machin/Equip	\$11,777.71	\$15,000.00	\$15,000.00	0.00%
E 101-42200-409 Maint services & Improv	\$3,755.41	\$3,000.00	\$3,000.00	0.00%
E 101-42200-433 Dues, Licensing & Seminars	\$1,138.00	\$2,000.00	\$2,000.00	0.00%
E 101-42200-434 Training and schools	\$16,223.00	\$10,000.00	\$10,000.00	0.00%
E 101-42200-437 Payments to Organizations	\$45,675.00	\$45,675.00	\$45,675.00	0.00%
E 101-42200-438 Payment to Fire Relief 2% Aid	\$71,887.20	\$68,000.00	\$68,000.00	0.00%
E 101-42200-499 Miscellaneous	\$3,792.09	\$3,000.00	\$3,000.00	0.00%
Dept 42200 Fire	\$350,117.83	\$349,575.00	\$362,793.00	3.78%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 42400 Building Inspection				
E 101-42400-101 Full-Time Employees Regular	\$89,178.77	\$141,380.00	\$151,053.00	6.84%
E 101-42400-103 Part-Time Employees	\$31,315.00	\$0.00	\$0.00	0.00%
E 101-42400-121 PERA	\$8,194.95	\$10,603.00	\$9,020.00	-14.93%
E 101-42400-122 FICA	\$8,744.79	\$10,815.00	\$9,200.00	-14.93%
E 101-42400-130 Employer Paid Ins	\$18,556.16	\$29,658.00	\$24,025.00	-18.99%
E 101-42400-200 Office Supplies (GENERAL)	\$0.00	\$300.00	\$300.00	0.00%
E 101-42400-212 Motor Fuels	\$509.04	\$450.00	\$600.00	33.33%
E 101-42400-309 Contractual Services	\$25,420.93	\$34,000.00	\$24,000.00	-29.41%
E 101-42400-331 Mileage & Expense Account	\$52.90	\$500.00	\$500.00	0.00%
E 101-42400-404 Repairs/Maint - Machin/Equip	\$49.48	\$200.00	\$1,000.00	400.00%
E 101-42400-433 Dues, Licensing & Seminars	\$4,684.35	\$7,000.00	\$9,000.00	28.57%
E 101-42400-499 Miscellaneous	\$169.25	\$0.00	\$0.00	0.00%
Dept 42400 Building Inspection	\$186,875.62	\$234,906.00	\$228,698.00	-2.64%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 42500 Emergency Management				
E 101-42500-409 Maint services & Improv	\$3,019.32	\$2,700.00	\$2,700.00	0.00%
E 101-42500-433 Dues, Licensing & Seminars	\$1,127.28	\$2,650.00	\$2,650.00	0.00%
E 101-42500-499 Miscellaneous	\$0.00	\$0.00	\$0.00	0.00%
Dept 42500 Emergency Management	\$4,146.60	\$5,350.00	\$5,350.00	0.00%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 43100 Streets				
E 101-43100-101 Full-Time Employees Regular	\$267,053.22	\$307,557.00	\$309,440.00	0.61%
E 101-43100-102 Overtime	\$12,154.73	\$20,500.00	\$20,000.00	-2.44%
E 101-43100-103 Part-Time Employees	\$6,920.80	\$5,700.00	\$5,700.00	0.00%
E 101-43100-121 PERA	\$20,786.63	\$23,704.00	\$24,475.00	3.25%
E 101-43100-122 FICA	\$19,378.19	\$25,103.00	\$25,878.00	3.09%
E 101-43100-130 Employer Paid Ins	\$54,511.95	\$71,354.00	\$74,326.00	4.17%
E 101-43100-200 Office Supplies (GENERAL)	\$967.91	\$1,340.00	\$1,410.00	5.22%
E 101-43100-210 Operating Supplies (GENERAL)	\$4,190.64	\$4,900.00	\$5,100.00	4.08%
E 101-43100-212 Motor Fuels	\$9,725.36	\$11,300.00	\$12,000.00	6.19%
E 101-43100-216 Chemicals and Chem Products	\$6,950.59	\$10,100.00	\$10,100.00	0.00%
E 101-43100-217 Uniforms	\$1,327.95	\$1,700.00	\$1,700.00	0.00%
E 101-43100-220 Repair/Maint Supply (GENERAL)	\$14,114.06	\$15,200.00	\$16,300.00	7.24%
E 101-43100-226 Sign Repair Materials	\$12,692.76	\$16,200.00	\$15,300.00	-5.56%
E 101-43100-229 Dirt, Sand and gravel	\$10,709.58	\$9,500.00	\$10,000.00	5.26%
E 101-43100-240 Small Tools and Minor Equip	\$2,671.08	\$3,000.00	\$2,400.00	-20.00%
E 101-43100-241 Safety equip/testings	\$2,499.27	\$1,700.00	\$1,800.00	5.88%
E 101-43100-303 Engineering Fees	\$2,643.10	\$700.00	\$700.00	0.00%
E 101-43100-323 Radio Units	\$2,935.46	\$3,100.00	\$3,100.00	0.00%
E 101-43100-331 Mileage & Expense Account	\$757.32	\$1,300.00	\$1,800.00	38.46%
E 101-43100-404 Repairs/Maint - Machin/Equip	\$6,340.83	\$5,300.00	\$5,600.00	5.66%
E 101-43100-409 Maint services & Improv	\$5,392.31	\$8,200.00	\$8,200.00	0.00%
E 101-43100-415 Other Equipment Rentals	\$4,993.50	\$2,400.00	\$2,400.00	0.00%
E 101-43100-433 Dues, Licensing & Seminars	\$360.62	\$2,900.00	\$2,900.00	0.00%
E 101-43100-499 Miscellaneous	\$905.03	\$600.00	\$600.00	0.00%
Dept 43100 Streets	\$470,982.89	\$553,358.00	\$561,229.00	1.42%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 43200 Health Inspections				
E 101-43200-309 Contractual Services	\$36,694.35	\$33,000.00	\$38,000.00	15.15%
Dept 43200 Health Inspections	\$36,694.35	\$33,000.00	\$38,000.00	15.15%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 43300 Engineering				
E 101-43300-101 Full-Time Employees Regular	\$119,171.04	\$161,329.00	\$97,610.00	-39.50%
E 101-43300-121 PERA	\$8,206.25	\$11,619.00	\$6,300.00	-45.78%
E 101-43300-122 FICA	\$8,714.08	\$11,997.00	\$7,085.00	-40.94%
E 101-43300-130 Employer Paid Ins	\$11,447.35	\$18,755.00	\$11,049.00	-41.09%
E 101-43300-210 Operating Supplies (GENERAL)	\$0.00	\$1,020.00	\$1,020.00	0.00%
E 101-43300-212 Motor Fuels	\$309.10	\$600.00	\$700.00	16.67%
E 101-43300-323 Radio Units	\$0.00	\$500.00	\$500.00	0.00%
E 101-43300-331 Mileage & Expense Account	\$541.96	\$1,000.00	\$1,000.00	0.00%
E 101-43300-404 Repairs/Maint - Machin/Equip	\$0.00	\$400.00	\$400.00	0.00%
E 101-43300-433 Dues, Licensing & Seminars	\$2,750.06	\$4,285.00	\$4,285.00	0.00%
E 101-43300-499 Miscellaneous	\$80.16	\$600.00	\$600.00	0.00%
Dept 43300 Engineering	\$151,220.00	\$212,105.00	\$130,549.00	-38.45%

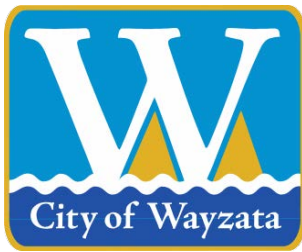
Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 45200 Parks				
E 101-45200-101 Full-Time Employees Regular	\$247,843.66	\$286,834.00	\$306,810.00	6.96%
E 101-45200-102 Overtime	\$14,341.54	\$15,900.00	\$16,500.00	3.77%
E 101-45200-103 Part-Time Employees	\$66,593.72	\$70,300.00	\$71,000.00	1.00%
E 101-45200-121 PERA	\$19,280.84	\$21,805.00	\$26,100.00	19.70%
E 101-45200-122 FICA	\$24,204.34	\$28,155.00	\$32,587.00	15.74%
E 101-45200-130 Employer Paid Ins	\$52,735.66	\$64,300.00	\$73,150.00	13.76%
E 101-45200-140 Unemployment Comp (GENERAL)	\$2,819.04	\$0.00	\$0.00	0.00%
E 101-45200-200 Office Supplies (GENERAL)	\$1,128.68	\$1,100.00	\$1,100.00	0.00%
E 101-45200-210 Operating Supplies (GENERAL)	\$6,350.88	\$5,700.00	\$6,000.00	5.26%
E 101-45200-212 Motor Fuels	\$9,787.36	\$7,600.00	\$8,000.00	5.26%
E 101-45200-216 Chemicals and Chem Products	\$3,096.36	\$3,500.00	\$3,700.00	5.71%
E 101-45200-217 Uniforms	\$2,125.15	\$1,800.00	\$2,100.00	16.67%
E 101-45200-221 Equipment Parts	\$674.09	\$600.00	\$700.00	16.67%
E 101-45200-222 Repair & Maint - Equip	\$7,115.19	\$8,100.00	\$8,100.00	0.00%
E 101-45200-226 Sign Repair Materials	\$106.21	\$2,300.00	\$2,400.00	4.35%
E 101-45200-227 Plantings	\$6,287.59	\$7,400.00	\$7,700.00	4.05%
E 101-45200-229 Dirt, Sand and gravel	\$3,432.34	\$4,800.00	\$5,000.00	4.17%
E 101-45200-240 Small Tools and Minor Equip	\$2,280.47	\$4,600.00	\$3,000.00	-34.78%
E 101-45200-241 Safety equip/testings	\$3,313.94	\$1,700.00	\$1,700.00	0.00%
E 101-45200-306 Personnel Expense	\$219.95	\$0.00	\$0.00	0.00%
E 101-45200-309 Contractual Services	\$0.00	\$0.00	\$0.00	0.00%
E 101-45200-312 Rec Program Fee/Sr. Serv	\$33,909.12	\$43,000.00	\$44,300.00	3.02%
E 101-45200-316 Weed Control	\$7,302.00	\$7,100.00	\$8,100.00	14.08%
E 101-45200-323 Radio Units	\$2,753.96	\$2,600.00	\$2,900.00	11.54%
E 101-45200-324 Internet/Web Page	\$0.00	\$2,200.00	\$2,300.00	4.55%
E 101-45200-331 Mileage & Expense Account	\$589.03	\$3,100.00	\$3,200.00	3.23%
E 101-45200-350 Printing & Publishing	\$255.40	\$4,400.00	\$4,700.00	6.82%
E 101-45200-404 Repairs/Maint - Machin/Equip	\$3,538.63	\$5,600.00	\$3,200.00	-42.86%
E 101-45200-409 Maint services & Improv	\$1,480.86	\$6,600.00	\$6,600.00	0.00%
E 101-45200-415 Other Equipment Rentals	\$4,151.07	\$3,300.00	\$3,300.00	0.00%
E 101-45200-433 Dues, Licensing & Seminars	\$1,617.25	\$6,700.00	\$6,700.00	0.00%
E 101-45200-499 Miscellaneous	\$1,128.42	\$600.00	\$630.00	5.00%
Dept 45200 Parks	\$530,462.75	\$621,694.00	\$661,577.00	6.42%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 45203 Boulevard Maint. And lighting				
E 101-45203-220 Repair/Maint Supply (GENERAL)	\$19,321.67	\$14,700.00	\$14,700.00	0.00%
E 101-45203-381 Electric Utilities	\$61,657.28	\$63,800.00	\$63,800.00	0.00%
E 101-45203-406 Street lights and Signal Maint	\$0.00	\$9,000.00	\$9,000.00	0.00%
Dept 45203 Boulevard Maint. And lighting	\$80,978.95	\$87,500.00	\$87,500.00	0.00%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
Dept 49200 Unallocated Expenditures				
E 101-49200-212 Motor Fuels	\$0.00	\$0.00	\$0.00	0.00%
E 101-49200-322 Postage	\$11,741.79	\$15,000.00	\$15,000.00	0.00%
E 101-49200-361 General Liability Ins	\$109,472.00	\$105,000.00	\$115,000.00	9.52%
E 101-49200-365 Workers Comp Ins	\$77,710.64	\$70,000.00	\$70,000.00	0.00%
E 101-49200-437 Payments to Organizations	\$10,000.00	\$10,000.00	\$10,000.00	0.00%
E 101-49200-496 Contigencies	\$5,905.50	\$50,000.00	\$40,000.00	-20.00%
E 101-49200-720 Operating Transfers - Equip.	\$759,474.00	\$523,950.00	\$511,475.00	-2.38%
E 101-49200-721 Operating Transfers - Building	\$133,200.00	\$175,000.00	\$175,000.00	0.00%
E 101-49200-722 Operating Transfers - Streets	\$0.00	\$97,850.00	\$98,000.00	0.15%
E 101-49200-723 Operating Transfers - Parks	\$75,000.00	\$7,725.00	\$10,000.00	29.45%
E 101-49200-728 Operating Transfers - General	\$0.00	\$0.00	\$0.00	0.00%
E 101-49200-729 Operating Transfers - Lakefron	\$0.00	\$0.00	\$0.00	0.00%
Dept 49200 Unallocated Expenditures	\$1,182,503.93	\$1,054,525.00	\$1,044,475.00	-0.95%

Account Descr	2017 Amt	2018 Budget	2019 Budget	%Diff from Cur Yr 2018
FUND 101 GENERAL FUND	\$5,868,240.78	\$6,210,629.00	\$6,618,140.00	6.56%

2019 TRANSFERS	25% Profit transfer										
	General Operating (#101)	General Operating (#101)	Equipment Revolving (#409)	General CIP (#408)	Street CIP (#430)	Parkland CIP (#404)	Lake-Effect (#233)	Water CIP (#610)	Sewer CIP (#620)	Stormwater CIP (#670)	Liquor CIP (#640)
Fund To:											
Fund From:											
General											
Finance (101-41500-720)			125,400	20,000							\$ 145,400
Police (101-42100-720)			55,900	20,000							\$ 75,900
Streets (101-43100-720)			104,295	35,000	98,000						\$ 237,295
Engineering (101-43300-720)			7,715	10,000							\$ 17,715
Parks & Rec (101-45200-720)			49,865	35,000		10,000					\$ 94,865
Fire (101-42200-720)			168,300	30,000							\$ 198,300
Building Maint. (101-41940-720)				25,000							\$ 25,000
Total From General Fund			\$ 511,475	\$ 175,000	\$ 98,000	\$ 10,000					\$ 794,475
Enterprise											
Cable TV (#235)			5,000								\$ 5,000
General CIP (#408)											
Parks CIP (#404)		50,000									\$ 50,000
Library (#437)							30,000				\$ 30,000
TIF Districts (#314 & #316)		30,000									\$ 30,000
Water (#610)		30,000	36,700								\$ 66,700
Sewer (#620)		30,000	49,100								\$ 79,100
MV License (#630)	25,000	30,000		25,000							\$ 80,000
Liquor Operations											
WWS (640-47000-720)	75,000	20,000									\$ 95,000
WBG (640-48000-720)	100,000	20,000									\$ 120,000
Stormwater (#670)		10,000			55,000						\$ 65,000
Total From Enterprise Funds	200,000	220,000	90,800	25,000	55,000		30,000			-	\$ 620,800
TOTAL TRANSFERS	\$ 200,000	\$ 220,000	\$ 602,275	\$ 200,000	\$ 153,000	\$ 10,000	\$ 30,000	\$ -	\$ -	\$ -	\$ 1,415,275



City of Wayzata City Council Agenda Report

MEETING DATE: September 4, 2018	AGENDA ITEM: 8d
TITLE: Consider Approval of Resolution No. 49-2018 for the 2019 Fee Schedule	
PROPOSED MOTION: To Approve Resolution No. 49-2018 for the 2019 Fee Schedule	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of Resolution No. 49-2018 for the 2019 Fee Schedule.

FINANCIAL OR BUDGET CONSIDERATION:

Highlights of the 2019 Fee Schedule are as follows:

- 7% increase to water rates (based on water rate study previously approved by Council)
- 14% increase to sewer rates (based on sewer rate study previously approved by Council)
- 5% increase to stormwater rates
- \$0.50 increase to recycling/organics fee (\$8.50 - \$9.00)
- Liquor violations increased \$250
- Planning fee increase \$50
- Escrow increased \$100 - \$200
- 2.75% increase to all most other fees and no increase to the following:
 - Special event permits
 - Liquor licenses
 - Boatslips
 - Engineering land disturbance permits
 - Dog license
 - Fingerprinting
 - Copies

BACKGROUND:

Annually, staff reviews the City Fee Schedule and makes recommendations to fees within their respective departments. For years 2016 & 2017 there was no overall increase; 2018 there was an overall increase of 5%. All proposed fees have been incorporated into the revenues of the 2019 General Fund and Enterprise Fund Budgets.

ATTACHMENTS:

1. 2019 Fee Schedule

RESOLUTION NO. 49-2018

RESOLUTION ADOPTING MUNICIPAL FEES FOR 2019

WHEREAS, the City Council of Wayzata, Minnesota has adopted a Code of Ordinances, and

WHEREAS, the Code of Ordinance provides that fees are adopted by reference and are as established by City Council Resolution; and

WHEREAS, it is the desire of the City Council of Wayzata, Minnesota to establish such municipal fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota that the attached fee schedule (Attachment A) is approved.

Adopted by the City Council of the City of Wayzata this 4th day of September, 2018.

Mayor Kenneth Willcox

ATTEST:

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 September 4, 2018.

Jeffrey Dahl, City Manager & Clerk

SEAL

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%

DESCRIPTION

	2016	2017	2018	2019
WATER SYSTEM	0%	0%	5%	2.75%
Water connection fee (on bldg. permit)/WAC	\$ 2,014.00	\$ 2,115.00	\$ 2,221.00	\$ 2,282.00
Water connection/tap outside City/WAC	\$ 2,165.00	\$ 2,273.00	\$ 2,387.00	\$ 2,453.00
Water connection charge, East Holdridge (price is set @ \$4,191) + WAC	\$ 4,191.00	\$ 4,191.00	\$ 4,191.00	\$ 4,191.00
Water meter inspection	\$ 52.00	\$ 52.00	\$ 55.00	\$ 57.00
Water connection inspection/water disconnect inspection	\$ 104.00	\$ 104.00	\$ 110.00	\$ 113.00
Temporary water disconnect	\$ 52.00	\$ 52.00	\$ 55.00	\$ 57.00
Permanent water disconnect	\$ 104.00	\$ 104.00	\$ 110.00	\$ 113.00
Lawn sprinkler system inspection	\$ 52.00	\$ 52.00	\$ 55.00	\$ 57.00
Water Usage Charges (monthly utility bill)				
Starting in 2013 a fixed monthly water meter fee will replace the base charge				
Water meter fixed monthly fee based on meter size				
3/4" water meter	\$ 8.63	\$ 8.89	\$ 9.35	\$ 10.00
1" water meter	\$ 12.08	\$ 12.44	\$ 13.05	\$ 14.00
1 1/2" water meter	\$ 15.53	\$ 16.00	\$ 16.80	\$ 18.00
2" water meter	\$ 25.03	\$ 25.78	\$ 27.05	\$ 28.95
3" water meter	\$ 94.93	\$ 97.78	\$ 102.65	\$ 109.85
4" water meter	\$ 120.82	\$ 124.45	\$ 130.65	\$ 139.80
Water residential/multi res/non city monthly rate 0-6,000 gallons (per thousand gallons)	\$ 1.75	\$ 1.80	\$ 1.90	\$ 2.05
Water residential/multi res/non city monthly rate over 6,000 gallons (per thousand gallons)	\$ 2.18	\$ 2.25	\$ 2.35	\$ 2.55
Water commercial monthly rate up to 25,000 gallons (per thousand gallons)	\$ 1.75	\$ 1.80	\$ 1.90	\$ 2.05
Water commercial monthly rate over 25,000 gallons (per thousand gallons)	\$ 1.91	\$ 1.97	\$ 2.05	\$ 2.20
Water institutional monthly rate up to 100,000 gallons (per thousand gallons)	\$ 1.75	\$ 1.80	\$ 1.90	\$ 2.05
Water institutional monthly rate over 100,000 gallons (per thousand gallons)	\$ 2.18	\$ 2.25	\$ 2.35	\$ 2.50
Water sprinkling monthly rate up to 30,000 gallons (per thousand gallons)	\$ 2.18	\$ 2.25	\$ 2.35	\$ 2.50
Water sprinkling monthly rate over 30,000 gallons (per thousand gallons)	\$ 2.74	\$ 2.82	\$ 3.00	\$ 3.20
WATER METER PRICES-NEW ACCOUNTS	Based on vendor	Based on vendor	Based on vendor	Based on vendor
Model 25 & 35 (the fee shown includes the water meter fee and the sales tax fee)	\$ 536.38	\$ 590.01	\$ 620.05	\$ 638.70
Model 70 (the fee shown includes the water meter fee and the sales tax fee)	\$ 718.71	\$ 761.65	\$ 793.84	\$ 819.34
Model 120 (the fee shown includes the water meter fee and the sales tax fee)	\$ 1,158.57	\$ 1,201.48	\$ 1,291.59	\$ 1,333.31
Model 170 (the fee shown includes the water meter fee and the sales tax fee)	\$ 1,523.31	\$ 1,609.13	\$ 1,729.27	\$ 1,784.92
Model 200 (the fee shown includes the water meter fee and the sales tax fee)	\$ 2,038.23	\$ 2,091.86	\$ 2,134.77	\$ 2,204.26
Model 450 (the fee shown includes the water meter fee and the sales tax fee)	\$ 2,252.78	\$ 2,306.41	\$ 2,445.87	\$ 2,526.84
2" Compound (the fee shown includes the water meter fee and the sales tax fee)	\$ 3,556.17	\$ 3,665.59	\$ 3,975.61	\$ 4,112.83
3" Compound (the fee shown includes the water meter fee and the sales tax fee)	\$ 3,920.91	\$ 4,030.32	\$ 4,650.37	\$ 4,800.13
4" Compound (the fee shown includes the water meter fee and the sales tax fee)	\$ 6,291.68	\$ 6,419.34	\$ 7,094.10	\$ 7,322.67
WATER METER PRICES-SPRINKLING ACCOUNTS				
Model 25 & 35 (the fee shown includes the water meter fee and the sales tax fee)	\$ 295.01	\$ 324.51	\$ 341.03	\$ 351.28
Model 70 (the fee shown includes the water meter fee and the sales tax fee)	\$ 395.31	\$ 418.91	\$ 436.61	\$ 450.64

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%

DESCRIPTION

	2016	2017	2018	2019
Model 120 (the fee shown includes the water meter fee and the sales tax fee)	\$ 637.21	\$ 660.81	\$ 710.38	\$ 733.32
Model 170 (the fee shown includes the water meter fee and the sales tax fee)	\$ 837.82	\$ 885.02	\$ 951.10	\$ 981.70
Model 200 (the fee shown includes the water meter fee and the sales tax fee)	\$ 1,121.02	\$ 1,150.52	\$ 1,174.12	\$ 1,212.34
Model 450 (the fee shown includes the water meter fee and the sales tax fee)	\$ 1,239.03	\$ 1,268.53	\$ 1,345.23	\$ 1,389.76
2" Compound (the fee shown includes the water meter fee and the sales tax fee)	\$ 2,301.05	\$ 2,371.85	\$ 2,572.45	\$ 2,661.24
3" Compound (the fee shown includes the water meter fee and the sales tax fee)	\$ 2,537.05	\$ 2,607.86	\$ 3,009.06	\$ 3,105.97
4" Compound (the fee shown includes the water meter fee and the sales tax fee)	\$ 4,071.09	\$ 4,153.69	\$ 4,590.30	\$ 4,738.20
SEWER SYSTEM				
M.C.E.S. SAC (rate set by Metropolitan Council)	\$ 2,485.00	\$ 2,485.00	\$ 2,485.00	\$ 2,485.00
Sewer connection charge (on bldg. permit)/SAC	\$ 602.00	\$ 632.00	\$ 1,000.00	\$ 1,000.00
Sewer connection inspection/sewer disconnect inspection	\$ 104.00	\$ 104.00	\$ 109.00	\$ 113.00
Sewer Usage Charges (monthly utility bill)				
Sewer residential monthly rate base charge	\$ 10.19	\$ 10.33	\$ 10.85	\$ 12.35
Sewer residential monthly rate 0-3,400 gallons (per thousand gallons)	\$ 3.63	\$ 4.16	\$ 4.35	\$ 4.95
Sewer residential monthly rate over 3,400 gallons (per thousand gallons)	\$ 4.32	\$ 4.16	\$ 4.35	\$ 4.95
Sewer multi-unit residential monthly rate base charge	\$ 10.19	\$ 10.33	\$ 10.85	\$ 12.35
Sewer multi-unit residential monthly rate 1-3,400 gallons (per thousand gallons)	\$ 3.63	\$ 4.16	\$ 4.35	\$ 4.95
Sewer multi-unit residential monthly rate over 3,400 gallons (per thousand gallons)	\$ 4.32	\$ 4.16	\$ 4.35	\$ 4.95
Sewer multi-unit commercial monthly rate base charge	\$ 8.02	\$ 10.33	\$ 10.85	\$ 12.35
Sewer multi-unit commercial monthly rate 0-9999999 gallons (per thousand gallons)	\$ 4.27	\$ 4.16	\$ 4.35	\$ 4.95
Sewer multi-unit commercial monthly rate over 3,400 gallons (per thousand gallons)	\$ 4.27	\$ 4.16	\$ 4.35	\$ 4.95
Sewer commercial monthly rate base charge	\$ 8.02	\$ 10.33	\$ 10.85	\$ 12.35
Sewer commercial monthly rate 0-9999999 gallons (per 1,000 gallons)	\$ 4.27	\$ 4.16	\$ 4.35	\$ 4.95
Sewer commercial monthly rate over 3,300 gallons (per 1,000 gallons)	\$ 4.27	\$ 4.16	\$ 4.35	\$ 4.95
Sewer pipe in monthly rate base charge	\$ 31.80	\$ 32.75	\$ 34.40	\$ 39.25
STORM WATER				
Storm water connection inspection	\$ 83.65	\$ 83.65	\$ 87.85	\$ 93.00
Storm water utility (REF) charges (monthly utility bill) (1 acre=43,560 sq. ft.)				
Residential base charge for up to 14,520 sq ft	\$ 5.14	\$ 5.29	\$ 5.55	\$ 5.85
+ rate per square ft. for any amount over 14,520 sq feet	\$ 0.00008793	\$ 0.00009057	\$ 0.00009510	\$ 0.00009986
Multiple, Institutional - rate per square foot	\$ 0.00105648	\$ 0.00108818	\$ 0.00114259	\$ 0.00119972
(The Multiple, Institutional rate per acre fee)	\$ 46.02	\$ 47.40	\$ 49.75	\$ 52.25
Commercial - rate per square foot	\$ 0.00176076	\$ 0.00181358	\$ 0.00190426	\$ 0.00199947
(The Commercial rate per acre fee)	\$ 76.70	\$ 79.00	\$ 82.95	\$ 87.10
Undeveloped - rate per square foot	\$ 0.00008793	\$ 0.00009057	\$ 0.00009510	\$ 0.00009986
(The Undeveloped rate per acre fee)	\$ 3.84	\$ 3.95	\$ 4.15	\$ 4.35
School - rate per square foot	\$ 0.000440457	\$ 0.000453671	\$ 0.000476355	\$ 0.000500172
(The School rate per acre fee)	\$ 19.20	\$ 19.76	\$ 20.75	\$ 21.80

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

GARBAGE MONTHLY RATES, RESIDENTIAL				
Sticker service	\$ 3.00	\$ 3.50	\$ 3.50	\$ 3.50
1 can (35 gal) weekly	\$ 7.64	\$ 7.64	\$ 8.02	\$ 8.02
2 can (65 gal) weekly	\$ 12.80	\$ 12.80	\$ 13.44	\$ 13.44
3 can (95 gal) weekly	\$ 17.74	\$ 17.74	\$ 18.62	\$ 18.62
4 can (2-65 gal) weekly	\$ 26.97	\$ 26.97	\$ 28.32	\$ 28.32
5 can (65 & 95 gal) weekly	\$ 31.69	\$ 31.69	\$ 33.28	\$ 33.28
6 can (2-95 gal) weekly	\$ 36.20	\$ 36.20	\$ 38.01	\$ 38.01
7 can weekly	\$ 45.66	\$ 45.66	\$ 47.94	\$ 47.94
8 can weekly	\$ 55.31	\$ 55.31	\$ 58.08	\$ 58.08
9 can weekly	\$ 64.33	\$ 64.33	\$ 67.55	\$ 67.55
10 can weekly	\$ 73.57	\$ 73.57	\$ 77.25	\$ 77.25
12 can weekly	\$ 91.82	\$ 91.82	\$ 96.41	\$ 96.41
Drive up service weekly	\$ 11.50	\$ 11.50	\$ 12.00	\$ 12.00
GARBAGE MONTHLY TAX, RESIDENTIAL (18.75%)				
Base/Sticker Service	\$ -	\$ -	\$ -	\$ -
1 can (35 gal) weekly	\$ 1.44	\$ 1.44	\$ 1.50	\$ 1.50
2 can (65 gal) weekly	\$ 2.40	\$ 2.40	\$ 2.52	\$ 2.52
3 can (95 gal) weekly	\$ 3.33	\$ 3.33	\$ 3.49	\$ 3.49
4 can (2-65 gal) weekly	\$ 5.06	\$ 5.06	\$ 5.31	\$ 5.31
5 can (65 & 95 gal) weekly	\$ 5.95	\$ 5.95	\$ 6.24	\$ 6.24
6 can (2-95 gal) weekly	\$ 6.79	\$ 6.79	\$ 7.13	\$ 7.13
7 can weekly	\$ 8.56	\$ 8.56	\$ 8.99	\$ 8.99
8 can weekly	\$ 10.37	\$ 10.37	\$ 10.89	\$ 10.89
9 can weekly	\$ 12.07	\$ 12.07	\$ 12.67	\$ 12.67
10 can weekly	\$ 13.79	\$ 13.79	\$ 14.48	\$ 14.48
12 can weekly	\$ 17.22	\$ 17.22	\$ 18.08	\$ 18.08
Drive up service weekly	\$ 2.16	\$ 2.16	\$ 2.25	\$ 2.25
RECYCLING/ORGANICS MONTHLY FEE, RESIDENTIAL				
	\$ 8.00	\$ 8.50	\$ 8.50	\$ 9.00
GARBAGE EVERY OTHER WEEK MONTHLY RATES				
1 can (35 gal)	\$ 3.35	\$ 3.35	\$ 4.01	\$ 4.01
2 can (65 gal)	\$ 5.50	\$ 5.50	\$ 6.72	\$ 6.72
3 can (95 gal)	\$ 7.64	\$ 7.64	\$ 9.31	\$ 9.31
Drive up service every other week fee	\$ 5.75	\$ 5.75	\$ 6.00	\$ 6.00
GARBAGE EVERY OTHER WEEK MONTHLY TAX (18.75%)				
1 can (35 gal)	\$ 0.63	\$ 0.63	\$ 0.75	\$ 0.75
2 can (65 gal)	\$ 1.03	\$ 1.03	\$ 1.26	\$ 1.26
3 can (95 gal)	\$ 1.44	\$ 1.44	\$ 1.75	\$ 1.75
Drive up service every other week fee	\$ 1.08	\$ 1.08	\$ 1.13	\$ 1.13

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

DESCRIPTION	2016	2017	2018	2019
PUBLIC WORKS				
RIGHT OF WAY PERMITS				
Excavation Permits				
Permit Application Fee	\$ 137.00	\$ 137.00	\$ 137.00	\$ 140.00
Inspection Fee	\$ 84.00	\$ 84.00	\$ 84.00	\$ 85.00
Restoration Fees				
Asphalt/SF	\$ 23.00	\$ 23.00	\$ 23.00	\$ 25.00
Concrete/SF	\$ 23.00	\$ 23.00	\$ 23.00	\$ 25.00
Heavy-duty asphalt/SF	\$ 28.00	\$ 28.00	\$ 28.00	\$ 30.00
Minimum deposit	\$ 1,019.00	\$ 1,019.00	\$ 1,019.00	\$ 1,047.00
Street degradation fee per SF	\$ 5.00	\$ 5.00	\$ 5.00	\$ 6.00
Driveway right-of-way permit	\$ 47.00	\$ 47.00	\$ 47.00	\$ 50.00
Encroachment Permit Fees				
Awnings Permit Application Fee			\$ 150.00	\$ 150.00
Private Improvements Permit Application Fee			\$ 150.00	\$ 150.00
Structures Permit Application Fee			\$ 300.00	\$ 300.00
Structures Permit Application Escrow Deposit			\$ 800.00	\$ 800.00
Obstruction Permits				
Permit Application Fee	\$ 51.00	\$ 51.00	\$ 53.50	\$ 55.00
Damage Deposit	\$ 1,020.00	\$ 1,020.00	\$ 1,070.00	\$ 1,100.00
Small Wireless Facility Permits				
Permit Application Fee			\$ 600.00	\$ 650.00
Permit Application Escrow Deposit			\$ 1,500.00	\$ 1,600.00
Inspection Fee			\$ 84.00	\$ 85.00
Damage Deposit			\$ 1,070.00	\$ 1,100.00
Restoration Fees				
Asphalt/SF			\$ 23.00	\$ 25.00
Concrete/SF			\$ 23.00	\$ 25.00
Heavy-duty asphalt/SF			\$ 28.00	\$ 30.00
Minimum deposit			\$ 1,019.00	\$ 1,047.00
Street degradation fee per SF			\$ 5.00	\$ 6.00
Application to Co-locate Telecommunications Equip. On City Property				
Permit Fee	\$ 1,000.00	\$ 1,000.00	\$ 1,050.00	\$ 1,080.00
Escrow	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 2,000.00
Right-of-Way Telecommunications Agreement				
Annual Registration	\$ 1,000.00	\$ 1,000.00	\$ 428.00	\$ 440.00
Permit Application Fee	\$ 20,000.00	\$ 20,000.00	\$ 407.00	\$ 420.00
Wetland Delineation Review				
Permit Fee	\$ 163.00	\$ 163.00	\$ 171.00	\$ 175.00
Escrow (based on consultant fee)	\$ 545.00	\$ 545.00	\$ 575.00	\$ 575.00
Each Temporary no parking "Police Order" sign, including Lath	\$ 2.00	\$ 2.00	\$ 2.50	\$ 3.00
Public Works Contractual Services, per hour	\$ 61.00	\$ 61.00	\$ 64.00	\$ 66.00

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

Special Event Permit Fee - Local applicant					
	Events on City Property - Level 1 (other than City Parks) 20-50 participants	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
	Events on City Property - Level 2 50-500 participants	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
	Events on City Property - Level 3 over 500 participants	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
	Wayzata Chamber of Commerce Annual Community Events - Level 3a over 500 participants	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
	Event on Private & City Property under 500 participants	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
	Event on Private Property (meets any Step 1 requirements)	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
	Event in City Parks	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
	Athletic Event that Use City Streets & Public Parking Lots Under 200 participants	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
	Athletic Event that Use City Streets & Public Parking Lots Over 200 participants	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
	Street and/or Sidewalk Closures	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
	Parades	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Special Event Permit Fee - Non-Local applicant					
	Events on City Property - Level 1 (other than City Parks) 20-50 participants	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
	Events on City Property - Level 2 50-500 participants	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
	Events on City Property - Level 3 over 500 participants	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	Event on Private & City Property under 500 participants	n/a	n/a	n/a	n/a
	Event on Private Property (meets any Step 1 requirements)	n/a	n/a	n/a	n/a
	Event in City Parks	n/a	n/a	n/a	n/a
	Athletic Event that Use City Streets & Public Parking Lots Under 200 participants	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
	Athletic Event that Use City Streets & Public Parking Lots Over 200 participants	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	Street and/or Sidewalk Closures	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
	Parades	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Warming House Rental:		no charge for City Government, Private or Public School class events	no charge for City Government, Private or Public School class events	no charge for City Government, Private or Public School class events	no charge for City Government, Private or Public School class events
	Public Agencies, civic groups, non-profit organizations, residents, etc	\$80/day \$500/annual	\$80/day \$500/annual	\$80/day \$500/annual	\$80/day \$500/annual
	Deposit: damage/cleaning deposit required for each event	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
PUBLIC WORKS-CEMETERY					
	Cemetery burial easement - Resident (full and cremain lots)	\$ 1,082.00	\$ 1,082.00	\$ 1,136.00	\$ 1,170.00
	Cemetery burial easement - Infant	\$ 436.00	\$ 436.00	\$ 458.00	\$ 470.00
	Cemetery burial easement - Employee killed in the line of duty		\$ 0.00	\$ 0.00	\$ 0.00
	Cemetery grave open/close	\$ 867.00	\$ 867.00	\$ 910.00	\$ 935.00
	+ Additional for openings when frost	\$ 221.00	\$ 221.00	\$ 232.00	\$ 240.00
	+ Additional for weekends/holidays	\$ 300.00	\$ 300.00	\$ 315.00	\$ 350.00
	Cemetery or Cremain opening/close - Employee killed in the line of duty		\$ 0.00	\$ 0.00	\$ 0.00
	Cremain opening/close	\$ 489.00	\$ 489.00	\$ 513.00	\$ 530.00
	+ Additional for cremain openings when frost	\$ 100.00	\$ 100.00	\$ 105.00	\$ 110.00
	+ Additional for weekends/holidays (3 hr min.PW staff)	\$ 300.00	\$ 300.00	\$ 350.00	\$ 350.00

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

ELECTRIC SERVICE FRANCHISE FEE RATES-MONTHLY (amend by resolution)				
Residential Class	\$ 2.06	\$ 2.06	\$ 2.06	\$ 2.06
Small Commercial & Industrial, Non-Demand Class	\$ 4.64	\$ 4.64	\$ 4.64	\$ 4.64
Small Commercial & Industrial, Demand Class	\$ 4.64	\$ 4.64	\$ 4.64	\$ 4.64
Large Commercial & Industrial Class	\$ 15.45	\$ 15.45	\$ 15.45	\$ 15.45
Public Street Lighting Class	\$ 1.03	\$ 1.03	\$ 1.03	\$ 1.03
Municipal Pumping, Non-Demand Class	\$ 1.03	\$ 1.03	\$ 1.03	\$ 1.03
Municipal Pumping, Demand Class	\$ 1.03	\$ 1.03	\$ 1.03	\$ 1.03
ADMINISTRATION-ENVIRONMENTAL HEALTH				
Food Class A (supper clubs, sit-down, drive-in, delivery, take-out, restaurant, or similar facility.)	\$ 799.00	\$ 799.00	\$ 839.00	\$ 860.00
Food Class C (grocery, meat market, bakery, deli, rental kitchen, limited food service, or similar facility.)	\$ 630.00	\$ 630.00	\$ 660.00	\$ 675.00
Food Cart	\$ 504.00	\$ 504.00	\$ 530.00	\$ 545.00
Class E (limited grocery)				
Potentially Hazardous Foods	\$ 320.00	\$ 320.00	\$ 336.00	\$ 345.00
Non-Potentially Hazardous Foods	\$ 278.00	\$ 278.00	\$ 292.00	\$ 300.00
Class G (prepackaged, non-perishable, candy or coffee (no refrigeration needed))	\$ 168.00	\$ 168.00	\$ 177.00	\$ 182.00
Additional Facility	\$ 220.00	\$ 220.00	\$ 231.00	\$ 237.00
School Kitchen	\$ 652.00	\$ 652.00	\$ 685.00	\$ 705.00
Pre-school/Daycares				
Full Service	\$ 652.00	\$ 652.00	\$ 685.00	\$ 705.00
Limited Service (Non-Potentially Hazardous Foods)	\$ 320.00	\$ 320.00	\$ 336.00	\$ 345.00
Church Kitchen	\$ 173.00	\$ 173.00	\$ 182.00	\$ 187.00
Food Vehicle	\$ 152.00	\$ 152.00	\$ 160.00	\$ 165.00
Special Event Food Stand				
First Day	\$ 82.00	\$ 82.00	\$ 86.00	\$ 88.00
Each Additional Day	\$ 36.00	\$ 36.00	\$ 38.00	\$ 39.00
Each day-existing license holder	\$ 36.00	\$ 36.00	\$ 38.00	\$ 39.00
Maximum-each license	\$ 189.00	\$ 189.00	\$ 198.00	\$ 203.00
Special Event Food Stand (Pre-packaged non-potentially hazardous food)				
First Day	\$ 31.00	\$ 31.00	\$ 33.00	\$ 34.00
Each Additional Day	\$ 31.00	\$ 31.00	\$ 33.00	\$ 34.00
Each day-existing license holder	\$ 31.00	\$ 31.00	\$ 33.00	\$ 34.00
Maximum-each license	\$ 189.00	\$ 189.00	\$ 198.00	\$ 203.00
Seasonal Temporary Food Stand (can be disassembled & moved)	\$ 405.00	\$ 405.00	\$ 425.00	\$ 437.00
Seasonal Permanent Food Stand (permanent stand or building)	\$ 405.00	\$ 405.00	\$ 425.00	\$ 437.00
Lodging - Hotel, Motel, Lodging House or Boarding House	\$ -	\$ -	\$ -	\$ -
Base Fee	\$ 210.00	\$ 210.00	\$ 220.00	\$ 226.00
Per Room	\$ 6.00	\$ 6.00	\$ 6.50	\$ 7.00

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

Public Swimming Pool	\$ -	\$ -	\$ -	\$ -
Indoor	\$ 473.00	\$ 473.00	\$ 497.00	\$ 510.00
Outdoor	\$ 378.00	\$ 378.00	\$ 397.00	\$ 408.00
Additional Pool	\$ 268.00	\$ 268.00	\$ 281.00	\$ 289.00
Massage Establishment Plan Review	\$ 389.00	\$ 389.00	\$ 408.00	\$ 420.00
Massage Business Services				
Massage Business License	\$ 84.00	\$ 84.00	\$ 88.00	\$ 90.00
Massage Provider License	\$ 58.00	\$ 58.00	\$ 61.00	\$ 63.00
Massage Background Check/Investigation Fee - per individual	\$ 73.00	\$ 73.00	\$ 77.00	\$ 80.00
Re-inspection Fees (for all Environmental Health Services):				
2nd follow-up is 25% of the license fee				
3 or more follow-ups are 50% of the license fee for each follow-up				
Plan Reviews				
New Establishments	100% of license fee	100% of license fee	100% of license fee	100% of license fee
Remodel	50% of license fee	50% of license fee	50% of license fee	50% of license fee
Administrative Citation/Penalty (City Code Chapter 105) - per violation				\$ 150.00
ADMINISTRATION-LIQUOR/CLUB/WINE/3.2% MALT LIQUOR (BEER) LICENSES				
Annual on-sale club intoxicating liquor license (fee per statute):	see below	see below	see below	see below
Under 200 members (fee set by statute)	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
201-500 members (fee set by statute)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
501-1,000 members (fee set by statute)	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00
1,001-2,000 members (fee set by statute)	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
2,001-4,000 members (fee set by statute)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4,001-6,000 members (fee set by statute)	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Over 6,000 members (fee set by statute)	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Annual Sunday on-sale club intoxicating liquor license (fee set by statute)	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Annual on-sale intoxicating liquor license (other than club license)	\$ 10,300.00	\$ 10,300.00	\$ 10,300.00	\$ 10,300.00
Annual Sunday on-sale intoxicating liquor license (fee set by statute)	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Annual on-sale wine license (set by statute-\$2,000 max)	\$ 1,290.00	\$ 1,290.00	\$ 1,290.00	\$ 1,290.00
Annual on-sale 3.2% malt liquor (beer) license	\$ 515.00	\$ 515.00	\$ 515.00	\$ 515.00
Annual off-sale 3.2% malt liquor (beer) license	\$ 103.00	\$ 103.00	\$ 103.00	\$ 103.00
Annual Micro-Brewery Taproom Liquor License (on-sale)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Annual Sunday Micro-Brewery Taproom Liquor License (on-sale)	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Annual Micro-Brewery Off-Sale Malt Liquor License (off-sale Growler sales set by Statute)	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00
Annual Sunday Micro-Brewery Off-Sale Malt Liquor License (off-sale Growler sales)	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Annual Brewpub	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Annual Micro-Winery (samples only)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Annual Micro-Distillery Liquor License (samples only)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Background check/investigation fee for all Liquor license types (set by statute)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Temporary consumption and display permit, one-day permit (fee set by statute)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Temporary on-sale liquor license (all types) one-day license	\$ 25.00	\$ 25.00	\$ 100.00	\$ 100.00
Temporary on-sale liquor license (all types) one-day license application received 14 days or less prior to event			\$ 500.00	\$ 500.00

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

Liquor license violations, all types:				
Fine: 1st Offense within 24 months	\$ 750.00	\$ 750.00	\$ 750.00	\$ 1,000.00
Fine: 2nd Offense within 24 months	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,750.00
Fine: 3rd Offense within 24 months-fine and one additional check within 90 days	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Fine: 4th Offense within 24 mo.-fine & 7-day suspension & add'l check within 90 days (\$2,000 max per statute 340A.415)	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Fine: 5th Offense within 24 mo.-fine and license revocation (\$2,000 max per statute 340A.415)	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Shaded areas: Rates set by statute and we therefore cannot change fee.				
ADMINISTRATION-MISCELLANEOUS LICENSES				
Amusement and Recreation Establishments (pool hall, billiard hall, bowling alley, shooting gallery)	\$ 102.00	\$ 102.00	\$ 107.00	\$ 110.00
Car Wash	\$ 73.00	\$ 73.00	\$ 77.00	\$ 80.00
Christmas Tree Sales Lots	\$ 63.00	\$ 63.00	\$ 66.00	\$ 68.00
Games of Skill and Juke Boxes (each.)	\$ 61.00	\$ 61.00	\$ 64.00	\$ 66.00
Gas Fitter's License	\$ 63.00	\$ 63.00	\$ 66.00	\$ 68.00
Gasoline Filling Station or Wholesale Oil or Gasoline Storage Facility	\$ 73.00	\$ 73.00	\$ 77.00	\$ 80.00
plus per pumping station	\$ 147.00	\$ 147.00	\$ 155.00	\$ 160.00
Peddlers, Solicitors and Transient Merchant License application	\$ 147.00	\$ 147.00	\$ 155.00	\$ 160.00
Outdoor Sidewalk Café Permit Fees				
Initial Permit Application			\$ 600.00	\$ 650.00
Initial Permit Application Escrow Deposit			\$ 1,500.00	\$ 1,600.00
Annual Permit Renewal Application Fee			\$ 155.00	\$ 180.00
Shows, Exhibits and Races (public show, caravan, carnival, circus, motion picture, theatrical or other performance, or exhibition; bicycle, foot or other similar race)	\$102 (N/C if Special Event Permit fees paid)	\$102 (N/C if Special Event Permit fees paid)	\$107 (N/C if Special Event Permit fees paid)	\$110 (N/C if Special Event Permit fees paid)
Sound Cars and Equipment (sound car, loud speaker, or other sound equipment)	\$ 61.00	\$ 61.00	\$ 64.00	\$ 66.00
Tobacco products	\$ 126.00	\$ 126.00	\$ 132.00	\$ 136.00
Cigar only tobacco products	\$ 68.00	\$ 68.00	\$ 71.00	\$ 73.00
Tobacco products/cigar only tobacco products penalties:	\$ -	\$ -	\$ -	\$ -
Fine for 1st Offense within 2 yrs (Fee set by Ord)-fine and/or 1 day suspension	\$ 102.00	\$ 102.00	\$ 107.00	\$ 110.00
Fine for 2nd Offense within 2 yrs (fee set by Ord)-fine and/or 2 days suspension	\$ 255.00	\$ 255.00	\$ 268.00	\$ 275.00
Fine for 3rd Offense within 2 yrs (fee set by Ord)-fine and/or 3 days suspension	\$ 510.00	\$ 510.00	\$ 536.00	\$ 550.00
Fine for 4 or More Offenses (fee set by Ord)-fine and/or license revocation	\$ 68.00	\$ 68.00	\$ 71.00	\$ 73.00
Tree Removal and Treatment Contractor License	\$ 35.00	\$ 35.00	\$ 35.00	\$ 40.00
Landscaping Permit Fees				
Permit Application Fee			\$ 50.00	\$ 50.00
Vehicles for Hire Ordinance	\$ -	\$ -	\$ -	\$ -
Vehicles for Hire Company License	\$ 90.00	\$ 90.00	\$ 95.00	\$ 98.00
Vehicles for Hire Per Vehicle Fee	\$ 37.00	\$ 37.00	\$ 39.00	\$ 40.00
Vehicles for Hire Background Check Fee Each Owner	\$ 42.00	\$ 42.00	\$ 44.00	\$ 45.00
Vehicles for Hire Background Check Fee Each Driver	\$ 42.00	\$ 42.00	\$ 44.00	\$ 45.00

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

COMMUNITY ROOM RENTAL				
Class A: Any event directly related to the operation or administration of City government	no charge	no charge	no charge	no charge
such as City Council, City Commissions, City Boards, City Departments, etc.				
Class B: Events conducted by the following <u>Wayzata based</u> groups:	\$50.00 + \$10 per hr	\$50.00 + \$10 per hr	\$50.00 + \$10 per hr	\$55.00 + \$10 per hr
Public agencies, civic groups, non-profit organizations or resident groups	after the 1st hour	after the 1st hour	after the 1st hour	after the 1st hour
Class C: City resident rentals for private parties or meetings	\$250 fee + \$250 deposit	\$250 fee + \$250 deposit	\$250 fee + \$250 deposit	\$275 fee + \$275 deposit
Class D: Wayzata based business use	\$250 fee + \$250 deposit	\$250 fee + \$250 deposit	\$250 fee + \$250 deposit	\$275 fee + \$275 deposit
Security: 3 hour Police Department minimum	\$82.00 per hour based on page 16 "contractual services"	\$82.00 per hour based on page 16 "contractual services"	\$86.00 per hour based on page 16 "contractual services"	\$88.00 per hour based on page 13 "contractual services"
Equipment Rental Fees: Must be pre-approved by City Manager - call for current rates				
ADMINISTRATION-MUNICIPAL BOAT SLIPS/BEACH				
Outer lagoon	\$ 1,788.00	\$ 1,788.00	\$ 2,000.00	\$ 2,000.00
Inner lagoon	\$ 1,430.00	\$ 1,430.00	\$ 1,750.00	\$ 1,750.00
Rowboats	no rowboat slips	no rowboat slips	no rowboat slips	no rowboat slips
Canoe rack (non-resident fees are double)	\$ 72.00	\$ 72.00	\$ 75.00	\$ 77.00
Charter boats annual permit	\$ 1,936.00	\$ 1,936.00	\$ 2,035.00	\$ 2,090.00
Charter boats temporary one day permit (1 pickup, 1 drop off)	\$ 330.00	\$ 330.00	\$ 350.00	\$ 360.00
"Museum of Lake Minnetonka" charter boat "Minnehaha" (50% of annual permit)	\$ 968.00	\$ 968.00	\$ 1,015.00	\$ 1,045.00
Beach parking permit (non-resident)	n/a - residents only	n/a - residents only	n/a - residents only	n/a - residents only
BUILDING DEPARTMENT				
Rental Dwelling Licenses				
1 unit (single family home, condominium or owner occupied duplex)	\$ 66.00	\$ 66.00	\$ 70.00	\$ 72.00
2 units	\$ 97.00	\$ 97.00	\$ 102.00	\$ 105.00
3 units	\$ 122.00	\$ 122.00	\$ 128.00	\$ 132.00
4 units	\$ 155.00	\$ 155.00	\$ 163.00	\$ 168.00
5 units or more	\$117 + \$15 per unit	\$117 + \$15 per unit	\$123 + \$16 per unit	\$125 + \$18 per unit
Re-inspection Fee (2nd re-inspection and subsequent follow-up)	\$ 92.00	\$ 92.00	\$ 97.00	\$ 100.00
Late Application Fee	Shall be equal to the underlying charge	Shall be equal to the underlying charge	Shall be equal to the underlying charge	Shall be equal to the underlying charge
Each failure to appear for a reinspection	\$ 92.00	\$ 92.00	\$ 97.00	\$ 100.00
Failure to give notice of property transfer	\$ 65.00	\$ 65.00	\$ 68.00	\$ 70.00
Investigation fee for each occupied, unlicensed rental unit	\$237 per unit	\$237 per unit	\$250 per unit	\$255 per unit
Required re-inspection after license suspended or revoked	\$ 176.00	\$ 176.00	\$ 185.00	\$ 190.00
Reinstating an expired, revoked, or suspended license	\$ 583.00	\$ 583.00	\$ 612.00	\$ 630.00
Additional copy of rental license	\$ 15.00	\$ 15.00	\$ 16.00	\$ 17.00
Additional copy of correction orders	\$ 15.00	\$ 15.00	\$ 16.00	\$ 17.00
Building, plumbing and HVAC permit fees - see attached schedule				

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

ENGINEERING DEPARTMENT				
Land Disturbance Permit Fees				
50 cubic yards or less	\$ 31.00	\$ 31.00	\$ 40.00	\$ 40.00
51 - 100 cubic yards	\$ 46.00	\$ 46.00	\$ 50.00	\$ 50.00
101 to 1,000 cubic yards				
fee for the first 100 cubic yards	\$ 46.00	\$ 46.00	\$ 50.00	\$ 50.00
+ this fee for each additional 100 cubic yards or fraction thereof	\$ 20.00	\$ 20.00	\$ 23.00	\$ 23.00
1,001 to 10,000 cubic yards				
fee for the first 1,000 cubic yards	\$ 227.00	\$ 227.00	\$ 257.00	\$ 257.00
+ this fee for each additional 1,000 cubic yards or fraction thereof	\$ 17.00	\$ 17.00	\$ 19.00	\$ 19.00
10,001 to 100,000 cubic yards or more				
fee for the first 10,000 cubic yards or fraction thereof	\$ 380.00	\$ 380.00	\$ 428.00	\$ 428.00
+ this fee for each additional 10,000 cubic yards or fraction thereof	\$ 76.00	\$ 76.00	\$ 76.00	\$ 76.00
100,001 cubic yards or more				
fee for the first 100,000 cubic yards	\$ 1,061.00	\$ 1,061.00	\$ 1,112.00	\$ 1,112.00
+ this fee for each additional 10,000 cubic yards or fraction thereof	\$ 42.00	\$ 42.00	\$ 45.00	\$ 45.00
Plan Review Fee (when required)				
50 cubic yards or less (no fee)				
51 cubic yards or more	40 % of permit fee	40 % of permit fee	40 % of permit fee	40 % of permit fee
FIRE DEPARTMENT				
Fire Personnel hourly services	\$ 61.00	\$ 61.00	\$ 64.00	\$ 66.00
Aerial Ladder - per hour	\$ 300.00	\$ 300.00	\$ 315.00	\$ 324.00
Engine/Pumper - per hour	\$ 300.00	\$ 300.00	\$ 315.00	\$ 324.00
Heavy Rescue - per hour	\$ 150.00	\$ 150.00	\$ 158.00	\$ 163.00
Tanker - per hour	\$ 175.00	\$ 175.00	\$ 184.00	\$ 190.00
Utility Vehicle - per hour	\$ 100.00	\$ 100.00	\$ 105.00	\$ 108.00
Boat - per hour	\$ 150.00	\$ 150.00	\$ 158.00	\$ 163.00
Fireworks Inspection	\$ 150.00	\$ 150.00	\$ 158.00	\$ 163.00
Temporary Membrane Structure (Tent)	\$80 for the first structure; \$20 for each additional structure on the same premises and for the same event	\$80 for the first structure; \$20 for each additional structure on the same premises and for the same event	\$85 for the first structure; \$20 for each additional structure on the same premises and for the same event	\$85 for the first structure; \$20 for each additional structure on the same premises and for the same event
Underground Tank Removal	\$ 105.00	\$ 105.00	\$ 110.00	\$ 113.00

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

DESCRIPTION				
PLANNING DEPARTMENT				
Fence Permit Application Fee	\$ 73.00	\$ 73.00	\$ 77.00	\$ 80.00
Sign Permit Fee - permanent	\$1 per sq.ft. / minimum of \$50.00	\$1 per sq.ft. / minimum of \$50.00	\$ 100.00	\$ 100.00
Sign Permit Fee - temporary	\$ 58.00	\$ 58.00	\$ 50.00	\$ 50.00
Zoning Letter			\$ 100.00	\$ 100.00
Tree Replacement - fee-in-lieu of tree replacement		\$150/claiper inch, or the City's actual cost to implement a tree replacement plan that has been approved by the City Forester	\$150/claiper inch, or the City's actual cost to implement a tree replacement plan that has been approved by the City Forester	\$150/claiper inch, or the City's actual cost to implenent a tree replacenment plan that has been approved by the City Forester
PLANNING DEPARTMENT-DEVELOPMENT APPLICATION FEES & ESCROW				
Subdivision				
Minor Subdivision or Lot Combination application fee (escrow also due)	\$ 289.00	\$ 289.00	\$ 600.00	\$ 650.00
+ Escrow (application fee also due)	\$ 2,040.00	\$ 2,040.00	\$ 1,500.00	\$ 1,600.00
Preliminary Plat application fee (escrow also due)	\$ 289.00	\$ 289.00	\$ 1,800.00	\$ 1,850.00
+ Escrow (application fee also due)	\$ 3,060.00	\$ 3,060.00	\$ 3,000.00	\$ 3,200.00
Final Plat application fee (escrow also due)	same as prelim plat	same as prelim plat	\$ 600.00	\$ 650.00
+ Escrow (application fee also due)	\$ 2,040.00	\$ 2,040.00	\$ 1,500.00	\$ 1,600.00
Planned Unit Development				
Concept Plan application fee (escrow also due)	\$ 289.00	\$ 289.00	\$ 1,800.00	\$ 1,850.00
+ Escrow (application fee also due)	project specific	project specific	\$ 3,000.00	\$ 3,200.00
General Plan application fee (escrow also due)	\$ 289.00	\$ 289.00	\$ 1,800.00	\$ 1,850.00
+ Escrow (application fee also due)	project specific	project specific	\$ 3,000.00	\$ 3,200.00
Amendments - Minor (no structure change) application fee (escrow also due)	\$ 289.00	\$ 289.00	\$ 600.00	\$ 650.00
+ Escrow (application fee also due)	\$ 5,100.00	\$ 5,100.00	\$ 1,500.00	\$ 1,600.00
Amendments - Major (structure change) application fee (escrow also due)	\$ 289.00	\$ 289.00	\$ 1,200.00	\$ 1,850.00
+ Escrow (application fee also due)	\$7,140 and up	\$7,140 and up	\$ 3,000.00	\$ 3,200.00
Conditional Use Permit				
Single or Two Family Residential Uses application fee (escrow also due)	\$ 342.00	\$ 342.00	\$ 600.00	\$ 650.00
+ Escrow (application fee also due)	\$ 4,080.00	\$ 4,080.00	\$ 1,500.00	\$ 1,600.00
All Other Uses application fee (escrow also due)	\$ 342.00	\$ 342.00	\$ 1,200.00	\$ 1,250.00
+ Escrow (application fee also due)	\$ 5,100.00	\$ 5,100.00	\$ 3,000.00	\$ 3,200.00
Variance				
Single or Two Family Residential Uses application fee (escrow also due)	\$ 342.00	\$ 342.00	\$ 600.00	\$ 650.00
+ Escrow (application fee also due)	\$ 4,080.00	\$ 4,080.00	\$ 1,500.00	\$ 1,600.00
All Other Uses application fee (escrow also due)	\$ 342.00	\$ 342.00	\$ 1,200.00	\$ 1,250.00
+ Escrow (application fee also due)	\$ 5,100.00	\$ 5,100.00	\$ 3,000.00	\$ 3,200.00

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

Vacation				
Easement Vacation application fee (escrow also due)			\$ 600.00	\$ 650.00
+ Escrow (application fee also due)			\$ 3,000.00	\$ 3,200.00
Street Vacation application fee (escrow also due)	\$ 289.00	\$ 289.00	\$ 600.00	\$ 650.00
+ Escrow (application fee also due)	\$ 3,060.00	\$ 3,060.00	\$ 3,000.00	\$ 3,200.00
Zoning Ordinance Amendment				
Text Amendment application fee (escrow also due)	\$ 342.00	\$ 342.00	\$ 1,800.00	\$ 1,850.00
+ Escrow (application fee also due)	\$ 3,060.00	\$ 3,060.00	\$ 3,000.00	\$ 3,200.00
Map Amendment (Rezoning) application fee (escrow also due)	\$ 342.00	\$ 342.00	\$ 1,800.00	\$ 1,850.00
+ Escrow (application fee also due)	\$ 3,060.00	\$ 3,060.00	\$ 3,000.00	\$ 3,200.00
Comprehensive Plan Amendment application fee (escrow also due)	\$ 342.00	\$ 342.00	\$ 1,800.00	\$ 1,850.00
+ Escrow (application fee also due)	\$ 3,060.00	\$ 3,060.00	\$ 3,000.00	\$ 3,200.00
Design Review				
Façade Changes Only application fee (escrow also due)	\$ 289.00	\$ 289.00	\$ 600.00	\$ 650.00
+ Escrow (application fee also due)	\$ 2,040.00	\$ 2,040.00	\$ 1,500.00	\$ 1,600.00
New Structure or addition application fee (escrow also due)	\$ 289.00	\$ 289.00	\$ 1,800.00	\$ 1,850.00
+ Escrow (application fee also due)	\$ 3,570.00	\$ 3,570.00	\$ 3,000.00	\$ 3,200.00
Telecommunications Facility Permit - Eligible Facilities Request			\$ 600.00	\$ 650.00
+ Escrow Deposit			\$ 1,500.00	\$ 1,600.00
Application for Extension of Development Approvals	\$ 169.00	\$ 169.00	\$ 300.00	\$ 350.00
COMBINED DEVELOPMENT APPLICATION (consolidated review of more than one application under the zoning and/or subdivision ordinance)				
Single and Two Family Residential Variances and Conditional Use Permits				
Two Applications (escrow also due)			\$ 750.00	\$ 800.00
+ Escrow (application fee also due)			\$ 1,875.00	\$ 2,000.00
Three Applications (escrow also due)			\$ 900.00	\$ 950.00
+ Escrow (application fee also due)			\$ 2,250.00	\$ 2,400.00
Four Applications (escrow also due)			\$ 1,050.00	\$ 1,100.00
+ Escrow (application fee also due)			\$ 2,625.00	\$ 3,800.00
Five or more Applications (escrow also due)			\$ 1,200.00	\$ 1,250.00
+ Escrow (application fee also due)			\$ 3,000.00	\$ 3,200.00
All Other Uses and Types of Applications				
Two Applications (escrow also due)			\$ 2,250.00	\$ 2,350.00
+ Escrow (application fee also due)			\$ 3,750.00	\$ 4,000.00
Three Applications (escrow also due)			\$ 2,700.00	\$ 2,800.00
+ Escrow (application fee also due)			\$ 4,500.00	\$ 5,000.00
Four Applications (escrow also due)			\$ 3,150.00	\$ 3,250.00
+ Escrow (application fee also due)			\$ 5,250.00	\$ 5,500.00
Five or more Applications (escrow also due)			\$ 3,600.00	\$ 3,700.00
+ Escrow (application fee also due)			\$ 6,000.00	\$ 6,500.00

City of Wayzata - 2019

Fee Schedule

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Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

All application fees and escrow payments are due at the time the development application is submitted to the City. The escrow will be used to pay for any external expenses that the City incurs in reviewing the development application, including but not limited to legal, third party, and City consultant expenses. If at any time during the review of the development application the escrow balance for the development application is less than \$500, the City may require an additional escrow payment for an amount up to the original escrow payment.					
ADMINISTRATIVE CITATIONS					
Offense Description (Code/Statute Section)					
General					
Violation of City Code except as otherwise specified				\$ 500.00	\$ 500.00
Second Violation within 12 month period				\$ 1,000.00	\$ 1,000.00
Third Violation within 12 month period				\$ 2,000.00	\$ 2,000.00
Each Subsequent Violation within 12 month period				\$ 2,500.00	\$ 2,500.00
Failure to respond to an administrative citation (105.05)		Shall be equal to the underlying charge	Shall be equal to the underlying charge	Shall be equal to initial penalty amount	Shall be equal to initial penalty amount
Appeal filing fee				Shall be equal to initial penalty amount	Shall be equal to initial penalty amount
Recreational Vehicle permit (729)		\$ 77.00	\$ 77.00	\$ 77.00	\$ 81.00
Animal Administrative - Violations/Administrative Offenses					
Dog at large (impound)		\$ 56.00	\$ 56.00	\$ 59.00	\$ 61.00
Dog at large 2nd violation or wknd		\$ 87.00	\$ 87.00	\$ 91.00	\$ 94.00
Rental Dwelling Licenses - Violations/Administrative Offenses					
Operating without a license (150.78)		\$ 102.00	\$ 102.00	\$ 107.10	\$ 110.00
Zoning Violations					
Violation of Zoning Ordinance				\$ 500.00	\$ 500.00
Second Violation within 12 month period				\$ 1,000.00	\$ 1,000.00
Third Violation within 12 month period				\$ 2,000.00	\$ 2,000.00
Fourth Violation within 12 month period				\$ 4,000.00	\$ 4,000.00
Each Subsequent Violation within 12 month period				\$ 5,000.00	\$ 5,000.00

City of Wayzata - 2019

Fee Schedule

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Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

		Initial Violation: \$306 for property being used for the furtherance of a commercial venture; \$102 for any other property, not being used in furtherance of a commercial venture.	Initial Violation: \$306 for property being used for the furtherance of a commercial venture; \$102 for any other property, not being used in furtherance of a commercial venture.		
	Continuing Violations	Continuing Violations: Starting the eleventh (11th) day after the date on the administrative citation, each day that a violation continues shall constitute a new violation and shall be subject to an additional fine, on a per diem basis, in an amount equal to the fine for the Initial Violation.	Continuing Violations: Starting the eleventh (11th) day after the date on the administrative citation, each day that a violation continues shall constitute a new violation and shall be subject to an additional fine, on a per diem basis, in an amount equal to the fine for the Initial Violation.	Starting the eleventh (11th) day after the date on the administrative citation, each day that a violation continues shall constitute a new violation and shall be subject to an additional fine, on a per day basis, in an amount equal to the Initial Violation.	Starting the eleventh (11th) day after the date on the administrative citation, each day that a violation continues shall constitute a new violation and shall be subject to an additional fine, on a per day basis, in an amount equal to the Initial Violation.
POLICE DEPARTMENT-MISC.					
Animal Control -					
	Dangerous Dog Registration	\$ 51.00	\$ 100.00	\$ 100.00	\$ 100.00
	Impound release fee, first time	\$ 71.00	\$ 71.00	\$ 75.00	\$ 77.00
	Impound release fee, each additional time and weekends	\$ 102.00	\$ 102.00	\$ 107.00	\$ 110.00
	Dog License Fee, each \$20 or with 2 year renewal period \$30	\$ 31.00	\$ 31.00	\$ 20.00 / 30.00	\$ 20.00 / 30.00
	Kennel License Fee (3 or more dogs over 6 months of age)	\$ 66.00	\$ 66.00	\$ 70.00	\$ 72.00
False Alarms					
	First 3 per calendar year	No charge	No charge	No charge	No charge
	Fourth per calendar year	\$ 128.00	\$ 128.00	\$ 135.00	\$ 139.00
	Next 5th through 10th / per incident	\$ 270.00	\$ 270.00	\$ 284.00	\$ 292.00
	Over 10 per calendar year / per incident	\$ 530.00	\$ 530.00	\$ 557.00	\$ 575.00
	Fingerprinting services per card	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
	Police Contractual Services, per hour	\$ 82.00	\$ 82.00	\$ 86.00	\$ 88.00
	Police reports per page (set by statute)	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
	CD of photos or audio recording			\$ 10.00	\$ 10.00
	CD or DVD of video			\$ 25.00	\$ 25.00
OTHER FEES					
	Certified Copies (+ copying or related charges)	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
	Copies-black & white per 8 1/2" x 11" per page (100 or fewer)	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
	Copies-black & white per 11"x17"per page (100 or fewer)	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
	Copies-color per 8 1/2" x 11"per page	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75
	Copies-color per 11"x17" per page	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25
	Notarization Fee (set by statute)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
	Special assessment searches	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

Tape duplication-Audio and Video (DVD) program aired >1.5 yrs ago	\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00
Tape duplication-Audio and Video (DVD) program aired 1.5 yrs ago or less	\$ 20.00	\$ 20.00	\$ 20.00	\$ 36.00

For all sections, please note: If additional fees are required to cover costs incurred by the City, the City Manager has the right to require payment for additional expenses. Such expenses may include (but are not limited to) personnel costs, fees for consultants, legal assistance and other professionals, along with other overhead costs.

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

PERMIT FEE SCHEDULE - 2019
Building / Demolition / Fire Suppression / Fire Alarm Permits

(Based on Valuation)

TOTAL VALUATION	FEES
\$1.00 to \$500.00	\$25.00
\$501 to \$2,000.00	\$25.00 for the first \$500.00 plus \$3.25 for each additional
\$2,001.00 to \$25,000.00	\$100.00 or fraction thereof, to and including \$2000.00
\$25,001.00 to \$50,000.00	\$73.75 for the first \$2,000. 00 plus \$14.75 for each additional
\$50,001.00 to \$100,000.00	\$1,000. 00 or fraction thereof, to and including \$25,000. 00
\$100,001.00 to \$500,000.00	\$413.00 for the first \$25,000.00 plus \$10.75 for each additional
\$500,001.00 to \$1,000,000.00	\$1,000.00 or fraction thereof, to and including \$50,000.00
\$1,000,001.00 and up	\$681.75 for the first \$50,000.00 plus \$7.50 for each additional
	\$1,000.00 or fraction thereof, to and including \$100,000.00
	\$1,056.75 for the first \$100,000.00 plus \$6.00 for each additional
	\$1,000.00 or fraction thereof, to and including \$500,000.00
	\$3,456.75 for the first \$500,000.00 plus \$5.00 for each additional
	\$1,000.00 or fraction thereof, to and including \$1,000,000.00
	\$5,956.75 for the first \$1,000,000.00 plus \$4.00 for each additional
	\$1,000.00 or fraction thereof

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

Additional Fees when applicable:

Plan review = 65% of permit fee

Plan review of residential interior remodel = 35% of permit fee

Plan review of similar plans = 25% of permit fee

State surcharge = .0005 of valuation (.50cent minimum fee)

City SAC fee = \$1,000

MCES SAC fee = \$2,485

City WAC fee = \$2,282

Valuation:

Building permit fees are based on value of the improvement when the project is completed. Our fee tables are based on the total cost of all construction activity for the project including material and labor; and should reflect electrical, gas, mechanical and plumbing costs. Labor estimates must be included even if you are doing the work yourself. Valuations can be compared to approximate square footage costs and will be adjusted if the valuation provided appears to be in error.