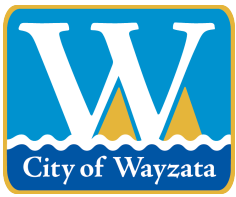


WAYZATA CITY COUNCIL Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street
Tuesday, May 21, 2019

7:00 PM - CITY COUNCIL MEETING

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approve Agenda**
- 5. Public Forum (3min/person)**
 - a. Swearing In of Police Officer Erik Peterson
 - b. Recognition of Life Saving Awards for Police Officers Anders Seeland, Brandon Haapoja, and Retired Sergeant Phil Reiter
 - c. Introduction of Sharon McGowan as a Full-Time Employee
 - d. Recognition of Wayzata High School Science Bowl Team as National Champions
 - e. Recognition of Volunteers Nancy and Jerry Johnson
 - f. Volunteer Committee Annual Update
 - g. Heritage Preservation Board Centennial Home Award Presentations for 601 Bushaway Road & 16215 Holdridge Road West
- 6. New Agenda Items**
- 7. Consent Agenda**
 - a. Approval of City Council Workshop and Regular Meeting Minutes of May 7, 2019
 - b. Approval of Check Register
 - c. Approval of Municipal Licenses
 - d. Police Activity Report
 - e. Building Activity Report
 - f. Approval of First Amendment to Cooperative Easement Agreement with Three Rivers Park District for the Funding of the Dakota Rail Regional Trail Construction between Broadway Avenue and Barry Avenue
 - g. Approval of Development Agreement with Swans Corner, LLC at 305 and 309 Lake Street East
 - h. Approval of Joint Powers Agreement for Lake Minnetonka Area SWAT Team
 - i. Approval of 2019 Outdoor Sidewalk Cafe Permit for The Dough Room
 - j. Approval of 2019-2020 Assessing Contract with Southwest Assessing
- 8. New Business**
 - a. Consider Approval of the Special Event Permit for Bellecour Bastille Day Event 2019
 - b. Consider Approval of the Special Event Permit for McCormick's St. Patrick's Day Event 2020
- 9. City Manager's Report and Discussion Items**
- 10. Public Forum (as necessary)**
- 11. Adjournment**



WAYZATA CITY COUNCIL

Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street
Tuesday, May 21, 2019

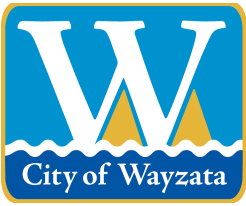
Meeting Rules of Conduct:

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 - June 4, 2019
Planning Commission - May 20, 2019 & June 3, 2019

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



City of Wayzata City Council Agenda Report

MEETING DATE: May 21, 2019	AGENDA ITEM: 7.a.
TITLE: Approval of City Council Workshop and Regular Meeting Minutes of May 7, 2019	
PROPOSED MOTION: To Approve the Meeting Minutes of May 7, 2019	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached draft minutes.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. May 7, 2019 Workshop Minutes DRAFT
2. May 7, 2019 Council Minutes DRAFT

**WAYZATA CITY COUNCIL
WORKSHOP MEETING MINUTES
DRAFT—May 7, 2019**

**5:45 p.m. Cost and Design Update of Lake Effect Phase 2 (South-of-the-Railroad-Tracks) and
Dakota Rail Regional Trail Extension**

Mayor Willcox called the meeting to order at 5:45 p.m. in the Community Room at Wayzata City Hall. Council Members present: Buchanan, Koch, McCarthy and Plechash. Also present: City Manager Dahl, Planning Consultant Zweber. Scott Jordan, Civitas Consultant, was also present.

Mr. Dahl provided an update on the cost and design development of Phase 2 of the Lake Effect Project (everything south of the railroad tracks) as well as the cost and design development for the Dakota Rail Regional Trail Extension from Barry Avenue to Ferndale Road.

Mr. Jordan went through each component of the new design development plans. He commented that while cost of the Depot Park was reduced, the cost of the rest of the project went up due to the more intensive structure of the Boardwalk and the addition of the Section Foreman's House. Ultimately, the capital cost of the project had increased between 20-25% although there were still some cost savings measures available.

The workshop meeting was adjourned at 06:50 pm.

Respectfully submitted,

Kathy Leervig
City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
May 7, 2019

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: Buchanan, Koch, McCarthy, and Plechash. Also present: City Manager Dahl and City Attorney Schelzel.

AGENDA ITEM 4. Approve Agenda.

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

AGENDA ITEM 5. Public Forum.

a. Recognition of Longstanding Community Member Art Mason

Mayor Willcox read the proclamation and thanked Mr. Mason for his years of dedication.

Mr. Mason said he had a good, long run at McDonald's for the past 29 years. His pin collection had grown to 1,100 from all over the world.

b. Presentation of Wayzata Chamber Exceptional Service Award to AMG Photography

Sarah Kaelberer and Becky Pierson from the Chamber invited Ann Marie Grocholski of AMG Photography forward to receive the award. She talked about how the photographer served families with special needs.

Ms. Grocholski said the award was such an honor and surprise. She discussed how the work blesses her life as much as the families she worked with.

c. Recognition of ASLA-MN Award to Civitas for the Lake Effect Project

Scott Jordan, on behalf of Civitas, received the honor award from American Society of Landscape Architects Minnesota Chapter for the Lake Effect Vision Plan created in 2015. He presented the award to Mayor Willcox. He said they were always glad to win an award, but they do it for the communities they serve.

d. Update on the Lake Effect "Spring Splash" and Science Collaborative

Kit Swanson, Ridgedale YMCA Camp and Outreach Director, and Matt Thompson, Wayzata Community Sailing Center Executive Director, talked about the Lake Effect Spring Splash event on May 18, 2019 from 10:00 a.m. – 1:00 p.m. They also talked about the summer programs including camps.

Mayor Willcox asked about the age range for the camps. Mr. Swanson answered the first two weeks were for 4th through 6th graders. The third week was 7th through 9th graders and the last week was credit recovery for high school students. He also discussed the various elements of camp.

AGENDA ITEM 6. New Agenda Items.

None.

AGENDA ITEM 7. Consent Agenda.

Mrs. McCarthy asked a question concerning Item 7.f. She asked if the modifications to the police department included locker rooms for males and females. Mr. Dahl responded that the architects had a plan to meet those objectives without major remodeling.

Mrs. McCarthy asked for clarification on Item 7.e. as to whether the agreement would preclude the City from using a different architect. Mr. Dahl said the agreement would bind the City to Kalcon, but a different architect could be used if desired. Ultimately the project would go out to bid.

Mr. Koch asked, concerning Item 7.f., if the police department expenses were part of Capital Improvement Planning. Mr. Dahl answered that it was part of the General Fund Capital Improvement Fund.

Mr. Koch asked, regarding Item 7.g., if the City would be in violation of any of the agreements. Mr. Dahl noted that all of the businesses had been contacted, but asked the City Attorney to comment. Mr. Schelzel commented the permits were not a legal right that entitled the businesses to be on City property and were subject to larger projects in the City. He did not anticipate an issue, but said he would review the permits.

Mr. Buchanan made a motion, seconded by Mr. Plechash, to approve the consent agenda:

- a. Approval of Local Board of Appeal and Equalization Minutes City Council Regular Meeting Minutes of April 16, 2019
- b. Approval of Check Register
- c. Approval of Municipal Licenses
- d. Mediacom Quarterly Customer Service Report
- e. Approval of Professional Services Agreement with Kalcon Commercial Construction for Comprehensive Interior, Kitchen, and Patio Plan for the Wayzata Bar and Grill
- f. Approval of Professional Services Agreement with HTG Architects for City Hall Interior Remodel
- g. Approval of 2019 Outdoor Sidewalk Café Permits
- h. Approval of City Policy on Usage of Technology

The motion carried 5/0.

AGENDA ITEM 8. New Business.

a. Consider Resolution No. 19-2019 Awarding the Sale of \$2,110,000 General Obligation Improvement Bonds, Series 2019A

Mr. Dahl gave a brief recap and introduced Stacie Kvilvang with Ehlers. Ms. Kvilvang announced that the sale took place earlier and five bids were received. She noted the amount had changed from \$2,110,000 to \$1,980,000.

Mayor Willcox asked if there was anything of interest to the Council regarding the Triple A rating. Ms. Kvilvang answered that essentially everything was looked at from a market data analysis to management. The Triple A rating was upheld with a good long-term outlook.

1 Mr. Buchanan asked about costs. Mr. Dahl confirmed that all incurred costs would
2 be covered by Presbyterian Homes as a part of the project.

3 Mr. Koch made a motion, seconded by Mr. Buchanan, to Adopt Resolution No. 19-
4 2019, Relating to \$1,980,000 General Obligation Improvement Bonds, Series 2019A;
5 Authorizing the Issuance, Awarding the Sale, Fixing the Form and Details, Providing for
6 the Execution and Delivery thereof and the Security therefor and Levying Ad Valorem
7 Taxes for the Payment thereof. The motion carried 5/0.

8
9 **b. Review 2018 Audit Report**

10 Mr. Dahl explained that State Statutes required the City's financials be audited annually by
11 June 30th of the following year.

12 Bill Lauer, MMKR. Discussed the auditor's role, audit summary, Governmental
13 Funds change in fund balances, General Fund financial position, General Fund revenues –
14 budget to actual, General Fund expenditures – budget to actual, Enterprise Funds change
15 in net position, Water Fund, Sewer Fund, Solid Waste Fund, Stormwater Fund, Liquor
16 Fund, Licensing Fund, and government-wide net position.

17 Mayor Willcox asked about being reimbursed by the legislature in regards to
18 licensing. Mr. Lauer responded there was a bill in the previous legislative session that was
19 vetoed. Mr. Dahl noted he had received an email from the motor vehicle manager
20 concerning reimbursements that he would forward to the Council.

21 Mrs. McCarthy asked about implementing a system where invoices would be
22 submitted electronically. Mr. Lauer said he was seeing them more and more. His only
23 concern was an audit trail.

24 Mr. Plechash talked about the significant deficiency in segregation of duties and
25 asked if the City could do anything to mitigate that deficiency. Mr. Lauer said the City did
26 mitigate that issue a couple of years ago. Significant deficiency was an improvement from
27 material weakness. He said the City already outsourced some financial functions, but
28 essentially accepted a higher level of risk.

29 Mr. Plechash made a motion, seconded by Mr. Koch, to accept the 2018 Audit
30 Reports. The motion carried 5/0.

31
32 **c. Update on City's Cyber Security Practices**

33 Mr. Dahl noted that the City's Cyber Security Practices had been brought up at a previous
34 meeting. He wanted to update the Council on the City's current practices before moving
35 forward to another step. The City had data breach insurance as part of its overall annual
36 property/liability coverage through the League of Minnesota Cities. Additionally, the City
37 paid an IT consultant, Loffer Companies, annually for its services.

38 Mr. Plechash said the current level of cyber attacks were much bigger. He
39 recommended having a cyber security assessment completed.

40 Mr. Buchanan suggested looking into what other cities were doing and how
41 Wayzata compared as a first step to see if the City was deficient. A cyber security
42 assessment would be a next step.

43 Mayor Willcox was also interested in the cost of a cyber security assessment.

44 Mr. Dahl said he would gather that information and report back to the Council.

45
46 **AGENDA ITEM 9. City Manager's Report and Discussion Items.**

1 **a. Upcoming Events/Announcements**

- 2 • Parks & Trails Summer Program Kick-off on May 9, 2019 from 5:00 – 7:00 p.m.
3 • Police Memorial Dedication on May 13, 2019 at 10:00 a.m.
4 • Dig it Day at Public Works on May 18, 2019
5 • Planning Commission Public Hearing on Comprehensive Plan on May 20, 2019
6

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

8 Mayor Willcox noted the Director of Planning & Building Jeff Thomson had moved on
9 and asked Mr. Dahl to introduce the interim director.

10 Mr. Dahl introduced Eric Zweber, WSB, who had worked with the City before and
11 would help steer the ship. Mr. Zweber was excited to be back and was looking forward to
12 working with the Council for the next couple of months.
13

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

15 There were no comments.
16

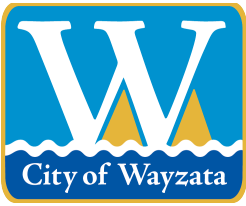
17 **AGENDA ITEM 11. Adjournment.**

18 Mrs. McCarthy made a motion, seconded by Mr. Koch to adjourn. There being no further
19 business, Mr. Willcox adjourned the meeting at 8:22 p.m.
20

21 Respectfully submitted,
22
23
24

25 Kathy Leervig
26 City Clerk
27

28 Drafted by Sarah Peterson
29 *TimeSaver Off Site Secretarial, Inc.*



City of Wayzata City Council Agenda Report

MEETING DATE: May 21, 2019	AGENDA ITEM: 7.b.
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks for April and May 2019	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the Payment of Checks.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Check Detail Register - April & May 2019

***Check Detail Register©**

May 2019

			Check Amt	Invoice	Comment
10100 Old National					
Paid Chk#	112904	5/3/2019	ALPHA VIDEO AND AUDIO, INC.		
E 235-40000-404	Repairs/Maint - Machin/Equip		\$150.00	SVCINV17962	HEADSET REPAIR
Total	ALPHA VIDEO AND AUDIO, INC.		\$150.00		
Paid Chk#	112905	5/3/2019	ANOKA RAMSEY COMMUNITY COLLEGE		
E 101-42200-434	Training and schools		\$2,994.00	00441029	FD TRAINING
Total	ANOKA RAMSEY COMMUNITY COLLEGE		\$2,994.00		
Paid Chk#	112906	5/3/2019	BOND TRUST SERVICES CORP.		
E 610-49100-611	Bond Interest		\$41,100.00	48896	CUSIP#946796 - WATER REV.BONDS
Total	BOND TRUST SERVICES CORP.		\$41,100.00		
Paid Chk#	112907	5/3/2019	CENTERPOINT ENERGY		
E 101-41940-383	Fuel, oil and natural gas		\$1,481.10		SERVICE
E 610-40000-383	Fuel, oil and natural gas		\$113.88		SERVICE
E 640-47000-383	Fuel, oil and natural gas		\$214.04		SERVICE
E 640-48000-383	Fuel, oil and natural gas		\$856.18		SERVICE
E 101-41940-383	Fuel, oil and natural gas		\$0.00		SERVICE
E 101-41940-383	Fuel, oil and natural gas		\$0.00		SERVICE
E 101-42200-383	Fuel, oil and natural gas		\$0.00		SERVICE
E 101-42200-383	Fuel, oil and natural gas		\$0.00		SERVICE
Total	CENTERPOINT ENERGY		\$2,665.20		
Paid Chk#	112908	5/3/2019	HENNEPIN COUNTY TREASURER		
G 650-20818	Garbage Sales Tax		\$2,609.86	15.5%APR.RE	15.5% REFUSE TAX - APRIL 2019
Total	HENNEPIN COUNTY TREASURER		\$2,609.86		
Paid Chk#	112909	5/3/2019	INDEPENDENT SCHOOL DIST. #284		
E 407-40000-411	Rent		\$12,000.00	CELL TOWER	CELL TOWER RENT - 2ND HALF 2019
Total	INDEPENDENT SCHOOL DIST. #284		\$12,000.00		
Paid Chk#	112910	5/3/2019	LMCD		
E 404-40000-437	Payments to Organizations		\$11,348.00	2NDQTR2019	2ND QTR.2019 LEVY PAYMENT
Total	LMCD		\$11,348.00		
Paid Chk#	112911	5/3/2019	MEDEXPRESS URGENT CARE MN		
E 101-41500-306	Personnel Expense		\$131.00	1259604C3908	DRUG/ALCOHOL TESTING
Total	MEDEXPRESS URGENT CARE MN		\$131.00		
Paid Chk#	112912	5/3/2019	MN FIRE SERVICE CERTIFICATION		
E 101-42200-434	Training and schools		\$230.00	6555	BOHL & MALM CERTIFICATION
Total	MN FIRE SERVICE CERTIFICATION		\$230.00		
Paid Chk#	112913	5/3/2019	OUTREACH DEVELOPMENT CORP.		
E 101-41500-499	Miscellaneous		\$1,424.49	2019 TAX ABA	2019 TAX ABATEMENT
Total	OUTREACH DEVELOPMENT CORP.		\$1,424.49		
Paid Chk#	112914	5/3/2019	SCHANKE, SUZIE		
E 101-42200-409	Maint services & Improv		\$145.00	APRIL2019	FD MONTHLY CLEANING
Total	SCHANKE, SUZIE		\$145.00		
Paid Chk#	112915	5/3/2019	TIME SAVER		
E 101-41100-302	Consultants		\$285.00	M24711	MTG.MINUTES
Total	TIME SAVER		\$285.00		
Paid Chk#	112916	5/3/2019	US BANK		
E 315-40000-611	Bond Interest		\$14,250.00	0000324NS 2	BIG WOODS
E 610-49100-611	Bond Interest		\$15,287.50	0000364NS 2	HOLDRIDGE WATER

***Check Detail Register©**

May 2019

		Check Amt	Invoice	Comment
E 620-49100-611	Bond Interest	\$5,175.00	0000371NS 2	CIRCLE A SEWER
E 310-40000-611	Bond Interest	\$31,800.00	802894900 20	SUPERIOR/LAKE
E 640-47000-611	Bond Interest	\$28,320.00	803003900 20	MUNI
E 640-48000-611	Bond Interest	\$28,320.00	803003900 20	MUNI
E 311-40000-611	Bond Interest	\$2,578.75	803004600 20	FERNDAL RECON
Total US BANK		\$125,731.25		
Paid Chk#	112917	5/3/2019	VAN PAPER COMPANY	
E 101-41940-210	Operating Supplies (GENERAL)	\$89.56	499265-00	BLDG.SUPPLIES
Total VAN PAPER COMPANY		\$89.56		
Paid Chk#	112918	5/3/2019	XCEL ENERGY	
E 101-45203-381	Electric Utilities	\$318.15		SERVICE
E 101-41940-381	Electric Utilities	\$4,300.03		SERVICE
E 101-42200-381	Electric Utilities	\$568.32		SERVICE
E 610-40000-381	Electric Utilities	\$8,691.93		SERVICE
E 640-47000-381	Electric Utilities	\$1,334.84		SERVICE
E 640-48000-381	Electric Utilities	\$3,114.64		SERVICE
E 620-40000-381	Electric Utilities	\$684.37		SERVICE
E 101-41940-381	Electric Utilities	\$11.70		SERVICE
Total XCEL ENERGY		\$19,023.98		
Paid Chk#	112919	5/9/2019	AEM FINANCIAL SOLUTIONS	
E 640-47000-301	Auditing and Acct g Services	\$2,479.00	415697	FINANCE DIR.SERVICES
E 640-48000-301	Auditing and Acct g Services	\$2,479.00	415697	FINANCE DIR.SERVICES
E 610-49100-499	Miscellaneous	\$1,500.00	415697	CIP MGMT.
Total AEM FINANCIAL SOLUTIONS		\$6,458.00		
Paid Chk#	112920	5/9/2019	AIRTECH	
E 101-41940-404	Repairs/Maint - Machin/Equip	\$1,500.00	64030	QRTLY MAINT.
Total AIRTECH		\$1,500.00		
Paid Chk#	112921	5/9/2019	AMERICAN FLAGPOLE & FLAG CO.	
E 101-41940-210	Operating Supplies (GENERAL)	\$281.00	146221	SUPPLIES
Total AMERICAN FLAGPOLE & FLAG CO.		\$281.00		
Paid Chk#	112922	5/9/2019	ARVIG ENTERPRISES INC.	
G 101-20300	Deposits Payable	\$1,019.00	REFUND	STREET CUT DEPOSIT REFUND
Total ARVIG ENTERPRISES INC.		\$1,019.00		
Paid Chk#	112923	5/9/2019	ASPEN MILLS	
E 101-42100-217	Uniforms	\$146.50	236192	UNIFORMS
E 101-42100-217	Uniforms	\$104.70	236193	UNIFORMS
E 101-42100-217	Uniforms	\$93.70	236400	UNIFORMS
E 101-42200-217	Uniforms	\$1,236.00	236434	UNIFORMS
Total ASPEN MILLS		\$1,580.90		
Paid Chk#	112924	5/9/2019	CASH - OLD NATIONAL	
G 640-10150	ATM	\$9,000.00	ATM5/9/19	ATM FILL
Total CASH - OLD NATIONAL		\$9,000.00		
Paid Chk#	112925	5/9/2019	CLAREY S SAFETY EQUIPMENT	
E 101-42200-210	Operating Supplies (GENERAL)	\$42.50	182625	FD SUPPLIES
Total CLAREY S SAFETY EQUIPMENT		\$42.50		
Paid Chk#	112926	5/9/2019	CULLIGAN-BOTTLED WATER	
E 101-41940-499	Miscellaneous	\$233.59	2364974	SUPPLIES
Total CULLIGAN-BOTTLED WATER		\$233.59		

***Check Detail Register©**

May 2019

			Check Amt	Invoice	Comment
Paid Chk#	112927	5/9/2019	DONALD SALVERDA & ASSOC.		
E 101-41500-200	Office Supplies (GENERAL)		\$42.94	P-1810-06	SUPPLIES
Total	DONALD SALVERDA & ASSOC.		\$42.94		
Paid Chk#	112928	5/9/2019	EMERGENCY AUTOMOTIVE		
E 101-42100-404	Repairs/Maint - Machin/Equip		\$525.60	DL042319-24	PD REPAIRS
Total	EMERGENCY AUTOMOTIVE		\$525.60		
Paid Chk#	112929	5/9/2019	ESS BROTHERS & SONS INC.		
E 620-40000-225	Repair & Maint - System		\$660.00	ZZ1559	PARTS
E 610-40000-225	Repair & Maint - System		\$184.80	ZZ1559	PARTS
Total	ESS BROTHERS & SONS INC.		\$844.80		
Paid Chk#	112930	5/9/2019	EULL S MANUFACTURING CO.,INC.		
E 620-40000-225	Repair & Maint - System		\$196.24	041472	PARTS
Total	EULL S MANUFACTURING CO.,INC.		\$196.24		
Paid Chk#	112931	5/9/2019	FASTENAL		
E 101-43100-226	Sign Repair Materials		\$35.51	MNPLY114571	PARTS
Total	FASTENAL		\$35.51		
Paid Chk#	112932	5/9/2019	GALLS		
E 101-42100-217	Uniforms		\$113.94	012437249	PD UNIFORMS
E 101-42100-217	Uniforms		\$332.90	012517133	PD UNIFORMS
Total	GALLS		\$446.84		
Paid Chk#	112933	5/9/2019	GARELICK STEEL CO.		
E 101-43100-226	Sign Repair Materials		\$249.70	433429	SIGNAGE PARTS
Total	GARELICK STEEL CO.		\$249.70		
Paid Chk#	112934	5/9/2019	GOPHER STATE ONE CALL		
E 610-40000-313	Permit Fees/Gopher State		\$109.35	9040821	MONTHLY LOCATES
E 620-40000-313	Permit Fees/Gopher State		\$109.35	9040821	MONTHLY LOCATES
Total	GOPHER STATE ONE CALL		\$218.70		
Paid Chk#	112935	5/9/2019	GRAINGER, INC.		
E 101-42100-210	Operating Supplies (GENERAL)		\$39.12	9126111773	SUPPLIES
E 101-41940-210	Operating Supplies (GENERAL)		\$124.68	9139408513	SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$47.16	9162350442	SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)		\$47.17	9162350442	SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)		\$47.17	9162350442	SUPPLIES
Total	GRAINGER, INC.		\$305.30		
Paid Chk#	112936	5/9/2019	HAMEL BUILDING CENTER		
E 101-43100-226	Sign Repair Materials		\$59.40	136237	SIGNAGE SUPPLIES
Total	HAMEL BUILDING CENTER		\$59.40		
Paid Chk#	112937	5/9/2019	HENN.CNTY.ACCTG.SERVICES		
E 101-42120-308	Prisoner Care		\$75.00	1000129872	PRISONER PROCESSING
G 101-20300	Deposits Payable		\$225.00	1000129872	PRISONER PROCESSING
Total	HENN.CNTY.ACCTG.SERVICES		\$300.00		
Paid Chk#	112938	5/9/2019	HENN.CNTY.INFO.TECH.DEPT.		
E 101-43100-323	Radio Units		\$0.00		RADIO LEASE
E 101-45200-323	Radio Units		\$0.00		RADIO LEASE
E 610-40000-323	Radio Units		\$0.00		RADIO LEASE
E 620-40000-323	Radio Units		\$0.00		RADIO LEASE
E 101-42200-323	Radio Units		\$1,209.72	1000129946	FD RADIO LEASE
E 101-42100-323	Radio Units		\$818.21	1000129947	PD RADIO LEASE

***Check Detail Register©**

May 2019

			Check Amt	Invoice	Comment
E 409-42100-540	Equipment		\$1,048.79	1000129947	PD RADIOS
Total	HENN.CNTY.INFO.TECH.DEPT.		\$3,076.72		
Paid Chk# 112939	5/9/2019	INTOXIMETERS			
E 101-42100-210	Operating Supplies (GENERAL)		\$152.00	625740	PD SUPPLIES
Total	INTOXIMETERS		\$152.00		
Paid Chk# 112940	5/9/2019	KIRVIDA FIRE, INC.			
E 101-42200-404	Repairs/Maint - Machin/Equip		\$301.18	7902	FD REPARIS
Total	KIRVIDA FIRE, INC.		\$301.18		
Paid Chk# 112941	5/9/2019	LEAGUE OF MN CITIES INS.TRUST			
E 640-48000-365	Workers Comp Ins		\$409.02	14087	W/C CLAIM - BAR
Total	LEAGUE OF MN CITIES INS.TRUST		\$409.02		
Paid Chk# 112942	5/9/2019	LEXISNEXIS RISK DATA			
E 101-42100-309	Contractual Services		\$33.00	121455020190	PD SERVICE
Total	LEXISNEXIS RISK DATA		\$33.00		
Paid Chk# 112943	5/9/2019	LOFFLER COMPANIES, INC.			
E 101-41500-311	Data Processing		\$4,905.00	3101905	NETWORK SUPPORT
Total	LOFFLER COMPANIES, INC.		\$4,905.00		
Paid Chk# 112944	5/9/2019	MANSFIELD OIL COMPANY			
E 101-49200-212	Motor Fuels		\$922.35	21273668	FUEL
E 101-49200-212	Motor Fuels		\$864.48	21273717	FUEL
E 101-49200-212	Motor Fuels		\$202.74	3512658	FUEL
Total	MANSFIELD OIL COMPANY		\$1,989.57		
Paid Chk# 112945	5/9/2019	MCI METRO			
G 101-20300	Deposits Payable		\$1,019.00	REFUND	STREE CUT DEPOSIT REFUND
Total	MCI METRO		\$1,019.00		
Paid Chk# 112946	5/9/2019	METRO GENERAL SERVICES			
G 101-20300	Deposits Payable		\$1,019.00	DEPOSITREF	STREET CUT DEPOSIT REFUND
R 101-00000-34190	Charges for Services/Gen Gov		(\$180.00)	DEPOSITREF	DEGRADATION FEE
Total	METRO GENERAL SERVICES		\$839.00		
Paid Chk# 112947	5/9/2019	METRO SALES INC.			
E 101-42100-409	Maint services & Improv		\$448.72	INV1330076	PD COPIER MAINT.
Total	METRO SALES INC.		\$448.72		
Paid Chk# 112948	5/9/2019	NAPA AUTO PARTS-LONG LAKE			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$26.98	3270438224	PARTS
Total	NAPA AUTO PARTS-LONG LAKE		\$26.98		
Paid Chk# 112949	5/9/2019	NAPA AUTO PARTS-WATERTOWN			
E 101-45200-221	Equipment Parts		\$18.38	516043	PARTS
Total	NAPA AUTO PARTS-WATERTOWN		\$18.38		
Paid Chk# 112950	5/9/2019	NEWMAN TRAFFIC SIGNS			
E 620-40000-405	Maint/Replac - System		\$254.74	TRFINV01115	SEWER ALARM SIGNS
Total	NEWMAN TRAFFIC SIGNS		\$254.74		
Paid Chk# 112951	5/9/2019	NORTH MEMORIAL			
E 101-42200-434	Training and schools		\$455.00	4/30/19 88850	FD TRAINING
Total	NORTH MEMORIAL		\$455.00		
Paid Chk# 112952	5/9/2019	OFFICE DEPOT			

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E 101-41500-200	Office Supplies (GENERAL)		(\$33.99)	305773530001	SUPPLIES
E 640-47000-200	Office Supplies (GENERAL)		\$91.99	306649486001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$9.29	306649891001	SUPPLIES
E 101-42100-200	Office Supplies (GENERAL)		\$10.78	306649892001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$44.99	306649892001	SUPPLIES
Total OFFICE DEPOT			\$123.06		
Paid Chk#	112953	5/9/2019	PHILIPS MEDICAL SYSTEMS		
E 101-42100-499	Miscellaneous		\$150.27	938741051	PD SERVICE
Total PHILIPS MEDICAL SYSTEMS			\$150.27		
Paid Chk#	112954	5/9/2019	POPP TELECOM		
E 640-47000-321	Telephone		\$0.00		
E 640-48000-321	Telephone		\$0.00		
E 101-41940-321	Telephone		\$65.00		EXTENSION CHANGES
E 610-40000-323	Radio Units		\$0.00		
E 620-40000-323	Radio Units		\$0.00		
E 101-42100-309	Contractual Services		\$0.00		
Total POPP TELECOM			\$65.00		
Paid Chk#	112955	5/9/2019	RISVOLD, MICHAEL		
E 101-42100-331	Mileage & Expense Account		\$408.89	CONF.EXP.4/2	CONF.EXP & MTG.MEALS
Total RISVOLD, MICHAEL			\$408.89		
Paid Chk#	112956	5/9/2019	TRI-CITY		
E 610-40000-309	Contractual Services		\$63.00	1900116	WATER ANALYSIS
Total TRI-CITY			\$63.00		
Paid Chk#	112957	5/9/2019	UPS STORE		
E 430-40000-499	Miscellaneous		\$64.00	9171.	NAVIGATE WAYZATA SIGNS
Total UPS STORE			\$64.00		
Paid Chk#	112958	5/9/2019	VILLAGE CHEVROLET		
E 101-42400-404	Repairs/Maint - Machin/Equip		\$59.76	321599	INSPECTION VEHICLE MAINT.
Total VILLAGE CHEVROLET			\$59.76		
Paid Chk#	112959	5/9/2019	WALT S GARAGE		
E 101-42100-404	Repairs/Maint - Machin/Equip		\$26.25	9328	PD REPAIRS
Total WALT S GARAGE			\$26.25		
Paid Chk#	112960	5/9/2019	WSB & ASSOCIATES		
E 101-41910-302	Consultants		\$117.00	R-013318-000-	PLANNING SERVICES
Total WSB & ASSOCIATES			\$117.00		
Paid Chk#	112961	5/9/2019	XCEL ENERGY		
E 101-45203-381	Electric Utilities		\$0.00		SERVICE
E 101-41940-381	Electric Utilities		\$0.00		SERVICE
E 101-42200-381	Electric Utilities		\$0.00		SERVICE
E 610-40000-381	Electric Utilities		\$0.00		SERVICE
E 640-47000-381	Electric Utilities		\$0.00		SERVICE
E 640-48000-381	Electric Utilities		\$0.00		SERVICE
E 620-40000-381	Electric Utilities		\$397.69		SERVICE
E 101-41940-381	Electric Utilities		\$0.00		SERVICE
Total XCEL ENERGY			\$397.69		
Paid Chk#	112962	5/14/2019	ABSOLUTE MECHANICAL		
E 408-40000-540	Equipment		\$8,722.00	11359	GARAGE HEATERS - PD
Total ABSOLUTE MECHANICAL			\$8,722.00		

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Paid Chk# 112963	5/14/2019	BANK OF AMERICA			
E 101-42100-499	Miscellaneous		\$271.06		FD SUPPLIES
	Total BANK OF AMERICA		\$271.06		
Paid Chk# 112964	5/14/2019	BERRY COFFEE COMPANY			
E 101-41100-331	Mileage & Expense Account		\$193.33	657957	MTG.SUPPLIES
	Total BERRY COFFEE COMPANY		\$193.33		
Paid Chk# 112965	5/14/2019	CINTAS CORPORATION			
E 630-40000-499	Miscellaneous		\$31.14	4020963531	MV MAINT.-RUGS
E 640-48500-210	Operating Supplies (GENERAL)		\$94.17	4021365616	KITCHEN SUPPLIES
E 640-48500-217	Uniforms		\$36.15	4021365616	KITCHEN UNIFORMS
E 640-48000-210	Operating Supplies (GENERAL)		\$52.68	4021365616	BAR SUPPLIES
E 630-40000-499	Miscellaneous		\$31.14	4021414549	MV MAINT.-RUGS
E 630-40000-499	Miscellaneous		\$36.93	4021854599	MV MAINT.-RUGS
	Total CINTAS CORPORATION		\$282.21		
Paid Chk# 112966	5/14/2019	CLASSIC CLEANING COMPANY			
E 101-41940-409	Maint services & Improv		\$1,345.00	28191	MONTHLY CLEANING
E 101-41940-409	Maint services & Improv		\$507.00	28192	MONTHLY CLEANING
	Total CLASSIC CLEANING COMPANY		\$1,852.00		
Paid Chk# 112967	5/14/2019	COMMERCIAL ASPHALT CO.			
E 430-40000-309	Contractual Services		\$63.71	190430	ASPHALT
	Total COMMERCIAL ASPHALT CO.		\$63.71		
Paid Chk# 112968	5/14/2019	CORE & MAIN			
E 620-40000-225	Repair & Maint - System		\$49.69	K514740	SUPPLIES
	Total CORE & MAIN		\$49.69		
Paid Chk# 112969	5/14/2019	CRAIG RAPP, LLC			
E 101-41500-302	Consultants		\$6,500.00	50619	STRATEGIC PLANNING FACILITATOR
	Total CRAIG RAPP, LLC		\$6,500.00		
Paid Chk# 112970	5/14/2019	ELAN-CARDMEMBER SERVICES			
E 101-41500-331	Mileage & Expense Account		\$1,226.80		MTG.MEALS
E 101-41500-433	Dues, Licensing & Seminars		\$1,093.21		CONF.REG.& EXP.
E 235-40000-433	Dues, Licensing & Seminars		\$85.00		COMM.SEMINAR
E 101-42100-434	Training and schools		\$570.00		PD TRAINING
E 101-42100-210	Operating Supplies (GENERAL)		\$319.76		PD SUPPLIES
E 101-42100-309	Contractual Services		\$244.95		PD SERVICES
E 630-40000-433	Dues, Licensing & Seminars		\$29.95		MV DUES
E 640-47000-497	Credit Card Fees		\$253.47		STORE CC FEES
E 640-47000-433	Dues, Licensing & Seminars		\$565.20		STORE DUES
E 640-47000-306	Personnel Expense		\$41.68		STORE EMP.ADS
E 101-41500-433	Dues, Licensing & Seminars		\$120.00		DUES
E 101-41910-433	Dues, Licensing & Seminars		\$65.00		PLANNING SEMINAR
E 640-48000-306	Personnel Expense		\$69.87		EMP.HOSP.
E 101-41100-210	Operating Supplies (GENERAL)		\$12.13		SUPPLIES
E 101-43100-240	Small Tools and Minor Equip		\$102.00		STREETS TOOLS
E 101-45200-240	Small Tools and Minor Equip		\$102.00		PARKS TOOLS
E 640-48000-497	Credit Card Fees		\$52.50		BAR CC FEES
E 640-48000-306	Personnel Expense		\$18.45		BAR EMP.ADS
E 640-48000-210	Operating Supplies (GENERAL)		\$21.44		BAR SUPPLIES
	Total ELAN-CARDMEMBER SERVICES		\$4,993.41		
Paid Chk# 112971	5/14/2019	FASTENAL			
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$214.27	MNPLY114785	SUPPLIES

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Total FASTENAL			\$214.27		
Paid Chk# 112972	5/14/2019	GOFF PUBLIC			
E 307-40000-499	Miscellaneous		\$28,903.91	157744	NAVIGATE WAYZATA
Total GOFF PUBLIC			\$28,903.91		
Paid Chk# 112973	5/14/2019	GOPHER ACE TRU VALUE			
E 101-42200-210	Operating Supplies (GENERAL)		\$4.99		SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)		\$50.96		SUPPLIES
E 101-41940-210	Operating Supplies (GENERAL)		\$22.58		SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$56.25		SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)		\$24.46		SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)		\$42.82		SUPPLIES
Total GOPHER ACE TRU VALUE			\$202.06		
Paid Chk# 112974	5/14/2019	HENN.CNTY.INFO.TECH.DEPT.			
E 101-43100-323	Radio Units		\$198.00	1000130003	RADIO LEASE
E 101-45200-323	Radio Units		\$197.36	1000130003	RADIO LEASE
E 610-40000-323	Radio Units		\$150.00	1000130003	RADIO LEASE
E 620-40000-323	Radio Units		\$150.00	1000130003	RADIO LEASE
E 101-42100-323	Radio Units		\$0.00	1000130003	PD RADIO LEASE
E 101-42200-323	Radio Units		\$0.00	1000130003	FD RADIO LEASE
E 409-42100-540	Equipment		\$0.00	1000130003	PD RADIOS
Total HENN.CNTY.INFO.TECH.DEPT.			\$695.36		
Paid Chk# 112975	5/14/2019	LOFFLER COMPANIES, INC.			
E 101-41500-311	Data Processing		\$450.00	CW90100	SERVER EVALUATION
Total LOFFLER COMPANIES, INC.			\$450.00		
Paid Chk# 112976	5/14/2019	MACQUEEN EQUIPMENT, INC.			
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$435.46	P18340	PARTS
Total MACQUEEN EQUIPMENT, INC.			\$435.46		
Paid Chk# 112977	5/14/2019	MANSFIELD OIL COMPANY			
E 101-49200-212	Motor Fuels		\$1,735.57	21289874	FUEL
E 101-49200-212	Motor Fuels		\$1,530.45	21289875	FUEL
Total MANSFIELD OIL COMPANY			\$3,266.02		
Paid Chk# 112978	5/14/2019	MCFOA			
E 101-41500-433	Dues, Licensing & Seminars		\$45.00	2019 DUES	KATHY LEERVIG 2019 DUES
Total MCFOA			\$45.00		
Paid Chk# 112979	5/14/2019	MEDIACOM			
E 101-41940-321	Telephone		\$346.90		SERVICE
Total MEDIACOM			\$346.90		
Paid Chk# 112980	5/14/2019	METROPOLITAN FORD OF EDEN PRAI			
E 101-45200-222	Repair & Maint - Equip		\$174.90	356090	PARTS
otal METROPOLITAN FORD OF EDEN PRAI			\$174.90		
Paid Chk# 112981	5/14/2019	NAPA AUTO PARTS-LONG LAKE			
E 101-42200-404	Repairs/Maint - Machin/Equip		\$24.32	3270-439263	PARTS
Total NAPA AUTO PARTS-LONG LAKE			\$24.32		
Paid Chk# 112982	5/14/2019	OFFICE DEPOT			
E 630-40000-200	Office Supplies (GENERAL)		\$163.75	309770545001	SUPPLIES
Total OFFICE DEPOT			\$163.75		
Paid Chk# 112983	5/14/2019	OLSEN CHAIN & CABLE, INC.			

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E 610-40000-240	Small Tools and Minor Equip	\$59.50	637092	TOOLS
E 620-40000-240	Small Tools and Minor Equip	\$59.50	637092	TOOLS
Total OLSEN CHAIN & CABLE, INC.		\$119.00		
Paid Chk# 112984	5/14/2019	PENNY'S COFFEE		
G 802-20837	800 Lake - Penny's Coffee	\$1,348.60	REFUND	ESCROW PROJECT REFUND
Total PENNY'S COFFEE		\$1,348.60		
Paid Chk# 112985	5/14/2019	PILLAR HOMES		
G 802-20399	231 MANITOBA - PILLAR HOMES	\$132.68	ESCROW REF 231 MANITOBA	ESCROW REFUND
Total PILLAR HOMES		\$132.68		
Paid Chk# 112986	5/14/2019	PIRTEK		
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$158.85	S2929569.001	PARTS
Total PIRTEK		\$158.85		
Paid Chk# 112987	5/14/2019	ROLYAN BUOYS		
E 404-40000-309	Contractual Services	\$1,574.00	3670604	MARINA BUOYS
Total ROLYAN BUOYS		\$1,574.00		
Paid Chk# 112988	5/14/2019	SHORT ELLIOTT HENDRICKSON INC.		
E 610-49100-302	Consultants	\$725.00	367298	WATER TOWER REHAB
Total SHORT ELLIOTT HENDRICKSON INC.		\$725.00		
Paid Chk# 112989	5/14/2019	STAR TRIBUNE		
E 640-48000-433	Dues, Licensing & Seminars	\$126.36	2519144	2019 SUBSCRIPTION RENEWAL
Total STAR TRIBUNE		\$126.36		
Paid Chk# 112990	5/14/2019	SW NEWS MEDIA		
E 307-40000-499	Miscellaneous	\$94.05	809783	BOND SALE
Total SW NEWS MEDIA		\$94.05		
Paid Chk# 112991	5/14/2019	TERMINAL SUPPLY CO.		
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$39.22	31065-00	SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)	\$70.30	31169-00	SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)	\$70.31	31169-00	SUPPLIES
Total TERMINAL SUPPLY CO.		\$179.83		
Paid Chk# 112992	5/14/2019	TOLL GAS & WELDING SUPPLY		
E 101-43100-210	Operating Supplies (GENERAL)	\$54.38	10296469	SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)	\$54.40	10296469	SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)	\$54.38	10296469	SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)	\$54.38	10296469	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$87.48	40099372	SUPPLIES
Total TOLL GAS & WELDING SUPPLY		\$305.02		
Paid Chk# 112993	5/14/2019	TWIN CITY GARAGE DOOR CO.		
E 101-41940-401	Repairs/Maint Buildings	\$243.50	Z098351	WARMING HOUSE GARAGE DOOR
Total TWIN CITY GARAGE DOOR CO.		\$243.50		
Paid Chk# 112994	5/14/2019	TWIN CITY SEED CO.		
E 232-40000-210	Operating Supplies (GENERAL)	\$131.25	44303	SUPPLIES
Total TWIN CITY SEED CO.		\$131.25		
Paid Chk# 112995	5/14/2019	ULINE		
E 101-42400-499	Miscellaneous	\$212.65	108290326	BLDG.DEPT.SUPPLIES
Total ULINE		\$212.65		
Paid Chk# 112996	5/14/2019	UPS STORE		

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E 101-45200-350	Printing & Publishing		\$50.00	16419	PARKS PRINTING
E 101-45200-350	Printing & Publishing		\$21.36	16532	PARKS PRINTING
E 430-40000-309	Contractual Services		\$1,596.00	16667	CONSTRUCTION SIGNS
Total UPS STORE			\$1,667.36		
Paid Chk# 112997	5/14/2019	VAN PAPER COMPANY			
E 640-48500-210	Operating Supplies (GENERAL)		\$200.65	499337-00	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$158.12	500133-00	KITCHEN SUPPLIES
Total VAN PAPER COMPANY			\$358.77		
Paid Chk# 112998	5/14/2019	VILLAGE CHEVROLET			
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$165.96	321656	PARTS
E 610-40000-224	Repair & Maint - Motor Equip		\$13.50	321671	PARTS
E 620-40000-224	Repair & Maint - Motor Equip		\$23.82	321683	PARTS
Total VILLAGE CHEVROLET			\$203.28		
Paid Chk# 112999	5/14/2019	XCEL ENERGY			
E 101-45203-381	Electric Utilities		\$4,204.57		SERVICE
E 101-41940-381	Electric Utilities		\$0.00		SERVICE
E 101-42200-381	Electric Utilities		\$0.00		SERVICE
E 610-40000-381	Electric Utilities		\$0.00		SERVICE
E 640-47000-381	Electric Utilities		\$0.00		SERVICE
E 640-48000-381	Electric Utilities		\$0.00		SERVICE
E 620-40000-381	Electric Utilities		\$0.00		SERVICE
E 101-41940-381	Electric Utilities		\$0.00		SERVICE
Total XCEL ENERGY			\$4,204.57		
Paid Chk# 113000	5/15/2019	ASPEN MILLS			
E 101-42100-217	Uniforms		\$250.55	236680	PD UNIFORMS
E 101-42100-217	Uniforms		\$29.00	236845	PD UNIFORMS
E 101-42100-217	Uniforms		\$47.95	236846	PD UNIFORMS
E 101-42100-217	Uniforms		\$110.75	237008	PD UNIFORMS
Total ASPEN MILLS			\$438.25		
Paid Chk# 113001	5/15/2019	AT&T MOBILITY			
E 101-42100-323	Radio Units		\$413.74		SERVICE
Total AT&T MOBILITY			\$413.74		
Paid Chk# 113002	5/15/2019	BERNICK'S WINE			
E 640-48000-253	Beer For Resale		\$474.00	500766	BEER
Total BERNICK'S WINE			\$474.00		
Paid Chk# 113003	5/15/2019	BREAKTHRU BEVERAGE			
E 640-48000-251	Liquor For Resale		\$224.82	1080963856	LIQUOR
E 640-48000-252	Wine For Resale		\$195.00	1080963856	WINE
E 640-48000-251	Liquor For Resale		\$432.00	1080967117	LIQUOR
E 640-48000-252	Wine For Resale		\$409.09	1080967117	WINE
Total BREAKTHRU BEVERAGE			\$1,260.91		
Paid Chk# 113004	5/15/2019	BREAKTHRY BEVERAGE BEER			
E 640-48000-253	Beer For Resale		\$132.50	1090997552	BEER
E 640-48000-253	Beer For Resale		\$373.00	1090997553	BEER
E 640-48000-253	Beer For Resale		\$403.00	1091000491	BEER
Total BREAKTHRY BEVERAGE BEER			\$908.50		
Paid Chk# 113005	5/15/2019	CAPITOL BEVERAGE SALES			
E 640-48000-253	Beer For Resale		\$717.00	2257712	BEER
E 640-48000-253	Beer For Resale		\$540.00	2261003	BEER

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Total CAPITOL BEVERAGE SALES			\$1,257.00		
Paid Chk# 113006	5/15/2019	COZZINI BROS., INC.			
E 640-48500-415	Other Equipment Rentals		\$45.59	C6437669	KNIFE EXCHANGE
Total COZZINI BROS., INC.			\$45.59		
Paid Chk# 113007	5/15/2019	DAHLHEIMER DISTRIBUTING CO.			
E 640-48000-253	Beer For Resale		\$1,136.00	113-0236	BEER
E 640-48000-253	Beer For Resale		\$523.00	116-0072	BEER
Total DAHLHEIMER DISTRIBUTING CO.			\$1,659.00		
Paid Chk# 113008	5/15/2019	FORMS & SYSTEMS OF MINNESOTA			
E 101-42100-350	Printing & Publishing		\$105.84	165194	PD SUPPLIES
Total FORMS & SYSTEMS OF MINNESOTA			\$105.84		
Paid Chk# 113009	5/15/2019	GALLS			
E 101-42100-217	Uniforms		\$128.95	012549470	PD UNIFORMS
Total GALLS			\$128.95		
Paid Chk# 113010	5/15/2019	GRANDMA'S BAKERY			
E 640-48500-255	FOODIngredients For Resale		\$65.12	42586	FOOD
E 640-48500-255	FOODIngredients For Resale		\$79.00	43781	FOOD
Total GRANDMA'S BAKERY			\$144.12		
Paid Chk# 113011	5/15/2019	HOHENSTEINS INC.			
E 640-48000-253	Beer For Resale		\$130.00	136529	BEER RESALE
Total HOHENSTEINS INC.			\$130.00		
Paid Chk# 113012	5/15/2019	JJ TAYLOR DISTRIBUTING OF MN			
E 640-48000-253	Beer For Resale		\$1,443.50	2983255	BEER
E 640-48000-253	Beer For Resale		\$181.30	2983333	BEER
Total JJ TAYLOR DISTRIBUTING OF MN			\$1,624.80		
Paid Chk# 113013	5/15/2019	MAIN STREET BAKERY			
E 640-48500-255	FOODIngredients For Resale		\$120.32	356608	FOOD RESALE
E 640-48500-255	FOODIngredients For Resale		\$137.82	356717	FOOD RESALE
Total MAIN STREET BAKERY			\$258.14		
Paid Chk# 113014	5/15/2019	MODIST BREWING CO. LLC			
E 640-48000-253	Beer For Resale		\$695.00	E-4628	BEER
Total MODIST BREWING CO. LLC			\$695.00		
Paid Chk# 113015	5/15/2019	NORTHWESTERN FRUIT COMPANY			
E 640-48500-255	FOODIngredients For Resale		(\$9.00)	901351	FOOD
E 640-48500-255	FOODIngredients For Resale		\$393.10	902045	FOOD
E 640-48500-255	FOODIngredients For Resale		\$419.40	902145	FOOD
E 640-48000-251	Liquor For Resale		\$13.50	902180	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$483.50	902247	FOOD
E 640-48500-255	FOODIngredients For Resale		\$300.00	902458	FOOD
E 640-48000-251	Liquor For Resale		\$82.00	902458	LIQUOR
Total NORTHWESTERN FRUIT COMPANY			\$1,682.50		
Paid Chk# 113016	5/15/2019	PERFORMANCE FOOD GROUP, INC			
E 640-48500-255	FOODIngredients For Resale		\$270.16	54962923	FOOD
Total PERFORMANCE FOOD GROUP, INC			\$270.16		
Paid Chk# 113017	5/15/2019	PHILLIPS WINES & SPIRITS			
E 640-48000-251	Liquor For Resale		\$460.08	2548877	LIQUOR
Total PHILLIPS WINES & SPIRITS			\$460.08		

***Check Detail Register©**

May 2019

			Check Amt	Invoice	Comment
Paid Chk#	113018	5/15/2019	PUBLIC SAFETY MINISTRIES		
E 101-42100-306	Personnel Expense		\$500.00	2019-207	PD SERVICES
Total PUBLIC SAFETY MINISTRIES			\$500.00		
Paid Chk#	113019	5/15/2019	REINHART FOODSERVICE		
E 640-48500-255	FOODIngredients For Resale		\$449.44	708128	FOOD
E 640-48500-255	FOODIngredients For Resale		\$500.68	710367	FOOD
E 640-48500-255	FOODIngredients For Resale		\$301.60	716289	FOOD
E 640-48500-255	FOODIngredients For Resale		\$68.14	717519	FOOD
Total REINHART FOODSERVICE			\$1,319.86		
Paid Chk#	113020	5/15/2019	STREICHER S		
E 101-42100-217	Uniforms		\$3.00	I1366149	PD UNIFORM
E 101-42100-217	Uniforms		\$7.99	I1366474	PD UNIFORM
Total STREICHER S			\$10.99		
Paid Chk#	113021	5/15/2019	T.D. ANDERSON INC.		
E 640-48000-409	Maint services & Improv		\$110.00	481013	BEER LINE SERVICE
Total T.D. ANDERSON INC.			\$110.00		
Paid Chk#	113022	5/15/2019	TRIMARK		
E 640-48500-210	Operating Supplies (GENERAL)		\$126.08	99VQKS	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$116.90	99VQKT	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$75.98	99VQKT	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$122.13	99VTMJ	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$93.99	99VTMJ	KITCHEN SUPPLIES
Total TRIMARK			\$535.08		
Paid Chk#	113023	5/15/2019	TRIO SUPPLY COMPANY		
E 640-48000-342	Promotions - Food/Drinks		\$68.38	529862	PROMO FOOD
E 640-48000-210	Operating Supplies (GENERAL)		\$84.88	529862	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$629.81	529862	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$65.52	530951	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$495.15	531620	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$64.93	531620	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$34.19	531620	PROMO FOOD
E 640-48000-251	Liquor For Resale		\$71.88	531620	LIQUOR
Total TRIO SUPPLY COMPANY			\$1,514.74		
Paid Chk#	113024	5/15/2019	UNITED CLEANING MANAGEMENT		
E 640-48000-409	Maint services & Improv		\$2,775.22	1023416	MONTHLY CLEANING
Total UNITED CLEANING MANAGEMENT			\$2,775.22		
Paid Chk#	113025	5/15/2019	US FOODS		
E 640-48500-255	FOODIngredients For Resale		\$4,232.40	3877936	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$42.53	3877936	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$171.58	3877936	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$20.96	3877936	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$341.59	3877936	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$19.00	3877936	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$274.03	3919537	FOOD
E 640-48500-255	FOODIngredients For Resale		\$4,468.00	3919538	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$217.47	3919538	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$20.07	3919538	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$98.91	3919538	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$375.91	3919538	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$167.11	3919538	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$3,252.15	3954274	FOOD

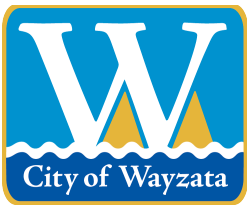
***Check Detail Register©**

May 2019

		Check Amt	Invoice	Comment
E 640-48500-210	Operating Supplies (GENERAL)	\$142.87	3954274	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$44.92	3954274	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$66.15	3954274	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale	\$246.74	3954274	MISC.BEV.
E 640-48000-251	Liquor For Resale	\$77.74	3954274	LIQUOR
E 640-48500-255	FOODIngredients For Resale	\$8.77	3986401	FOOD
E 640-48500-255	FOODIngredients For Resale	\$3,596.96	4012930	FOOD
E 640-48000-342	Promotions - Food/Drinks	\$66.15	4012930	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale	\$104.39	4012930	MISC.BEV.
E 640-48000-251	Liquor For Resale	\$99.06	4012930	LIQUOR
Total US FOODS		\$18,155.46		
Paid Chk# 113026	5/15/2019	WINE MERCHANT		
E 640-48000-252	Wine For Resale	\$328.88	7233231	WINE
E 640-48000-252	Wine For Resale	\$1,232.64	7234250	WINE
Total WINE MERCHANT		\$1,561.52		
10100 Old National		\$366,744.17		

Fund Summary

10100 Old National	
101 GENERAL FUND	\$56,682.81
232 CEMETARY	\$131.25
235 CABLE TV	\$235.00
307 WAYZ.BLVD/SUPERIOR REALIGNMENT	\$28,997.96
310 SUPERIOR/LAKE REALIGNMENT	\$31,800.00
311 STREET BONDS	\$2,578.75
315 BIG WOODS	\$14,250.00
404 PARK AND TRAIL CIP	\$12,922.00
407 CELL TOWER	\$12,000.00
408 GENERAL CIP	\$8,722.00
409 EQUIP REVOLVING	\$1,048.79
430 STREET CIP	\$1,723.71
610 WATER FUND	\$68,124.47
620 SEWER FUND	\$7,904.77
630 MOTOR VEHICLE	\$292.91
640 LIQUOR	\$115,238.61
650 SOLID WASTE	\$2,609.86
802 ESCROW PROJECTS	\$1,481.28
	\$366,744.17



City of Wayzata City Council Agenda Report

MEETING DATE: May 21, 2019	AGENDA ITEM: 7.c.
TITLE: Approval of Municipal Licenses	
PROPOSED MOTION: To Approve the Municipal Licenses as Attached	
PREPARED BY: Lori Krismer, Administrative Assistant	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of Municipal Licenses.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

Staff follows the normal process for researching solicitors/peddlers before recommending approval to the Council. Staff is not aware of any issues or concerns to report to the Council on the attached peddlers requesting licenses.

ATTACHMENTS:

1. List of Municipal Licenses for City Council Approval and Municipal Licenses Which Received Administrative Approval (informational only).
2. Aptive Environmental Solicitors License Applications
3. Polar Builders Solicitors License Application

05/21/2019

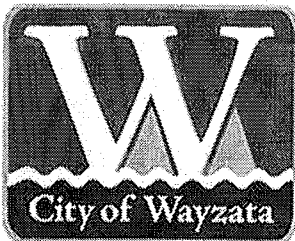
LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

2019 Peddlers, Solicitors, Transient Merchants License	
Polar Builders Inc/Brian Fridman Hurd	Burnsville, MN
Aptive Environmental/Charles Wood	Edina, MN
Aptive Environmental/Nicholas Farnsworth	Edina, MN
Aptive Environmental/Lucas Farnsworth	Edina, MN
Aptive Environmental/Harrison Wood	Edina, MN
Aptive Environmental/Jaden Sitterud	Edina, MN
Aptive Environmental/Brady Abbott	Edina, MN
Aptive Environmental/Adrien Pelletier	Edina, MN
Aptive Environmental/Benjamin Burden	Edina, MN
Aptive Environmental/Richard Brooks	Edina, MN
Aptive Environmental/Taylor Pass	Edina, MN
Aptive Environmental/Len Cunningham	Edina, MN
Aptive Environmental/Clarence Spencer	Edina, MN
Aptive Environmental/Hunter Burton	Edina, MN
Aptive Environmental/Connor Kemp	Edina, MN
Aptive Environmental/Kendrec Frisby	Edina, MN
Aptive Environmental/Nicholas Abplanalp	Edina, MN
Aptive Environmental/Wyatt Meng	Edina, MN
Aptive Environmental/Garrett Taylor	Edina, MN
2019 Food License	
Penny's Coffee	Wayzata, MN

**THE FOLLOWING MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY**

2019 Tree Removal and Treatment License	
Custom Quality Tree Care	Swanville, MN
Holtz Firewood & Tree Service, LLC	Royalton, MN
The Tree & Stump Company, Inc.	Savage, MN
Xtreme Climbing Tree Services, LLC	Plymouth, MN
2019 Swimming Pool License	
Wayzata Woods Apartments	Wayzata, MN
2019 Temporary Special Event Food Stand for the Memorial Day Challenge at the Wayzata West Middle School on 5/27/2019	
Taste of Target Field Food Truck	Minneapolis, MN



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

2019
2018 APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for **each** individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Charles Steen Wood
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Active Environmental

Business Address: 5251 W 73rd ST Ste C

City: Edina State MN Zip 55439

Type of Business: Pest Control Service

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

CHARLES WOOD

Location of Business (in the case of transient merchants): 5251 73RD STREET STE C EDINA, MN 55439

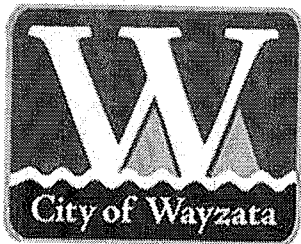
Length of time for license (Dates – if temporary) 4/23/19 – 9/1/19

General description of items or services to be sold: Pest Control

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

NO

Vehicle Make FORD Model FUSION Year 16 License Number 8BFX795 State ID



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.60
Receipt: 42492

²⁰¹⁹
**2018 APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS**

☒ **Individual** ☐ **Partnership** ☐ **Corporation**

(An application and a license fee of \$182 are required for **each** individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Nicholas Ronald Furnsworth
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Aptive

Business Address: 5251 W 73RD ST STEL

City: Edina State MI Zip 55439

Type of Business: Pest Control

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

Kyle manager

Location of Business (in the case of transient merchants): _____

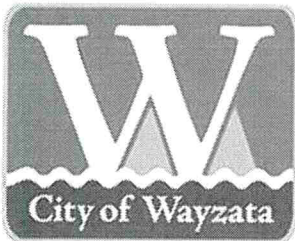
Length of time for license (Dates – if temporary) Now ~ Aug 23, 2019

General description of items or services to be sold: Pest control

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

no

Vehicle Make Honda Model Accord Year 2018 License Number 1M C7730 State MI
ID



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

²⁰¹⁹
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for **each** individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Lucas Everett Farnsworth
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Active Environmental

Business Address: 5251 W 73rd ST Ste C

City: Edina State MN Zip 55369

Type of Business: pest control

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

NA Lucas Farnsworth

Location of Business (in the case of transient merchants): N/A 5251 W 73rd St Ste C Edina, MN 55439

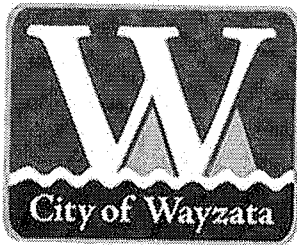
Length of time for license (Dates – if temporary) 4-23/19 - 10-30

General description of items or services to be sold: Pest Control

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

NO

Vehicle Make _____ Model 2004 Saturn Year _____ License Number T627B State Utah



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

²⁰¹⁹
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for **each** individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Harrison Ray Wood
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Aptive

Business Address: 5251 W 73rd ST STE C

City: Edina State MN Zip 55369

Type of Business: Pest Control

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

Harrison Wood

Location of Business (in the case of transient merchants): 5251 W 73rd ST stec, Edina, MN

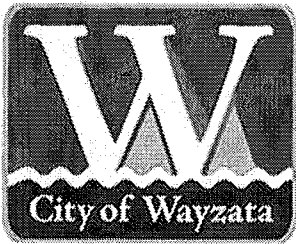
Length of time for license (Dates – if temporary) 4/23/19 - 8/1/19

General description of items or services to be sold: Pest control

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

No

Vehicle Make Honda Model Civic Year 2009 License Number HOWSLA State Utah



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
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Receipt: 42492

²⁰¹⁹
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for *each* individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name JADEN KIRK SITTERUD
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: APTIVE ENVIRONMENTAL

Business Address: 5451 W 73RD ST

City: EDINA State MN Zip 55439

Type of Business: PEST CONTROL

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

KYLE FOX - 5451 W 73RD ST. STE C, EDINA, MN 55439

Location of Business (in the case of transient merchants): 5451 W 73RD ST. STE C, EDINA, MN 55439

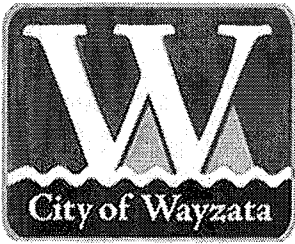
Length of time for license (Dates – if temporary) APRIL 13 - SEP 31

General description of items or services to be sold: PEST CONTROL SERVICES

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

NO

Vehicle Make _____ Model F-150 Year _____ License Number 198794350 State ID



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

²⁰¹⁹
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for **each** individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Brady Lawrence Abbott
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Active Environmental

Business Address: 5251 W 73rd st suite C Edina MN 55439

City: _____ State _____ Zip _____

Type of Business: Pest Control

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

BRADY ABBOTT

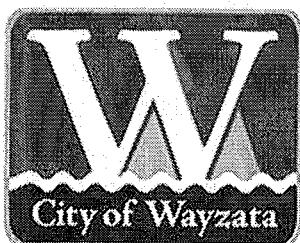
Location of Business (in the case of transient merchants): SAME as above

Length of time for license (Dates – if temporary) April 27 - Aug 31

General description of items or services to be sold: Pest Control

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain: NO

Vehicle Make Nissan Model Altima Year 2015 License Number 8B KH 665 State TX



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

²⁰¹⁹
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for each individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Adrien Michael Pelletier
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Apitive Envirornmental

Business Address: 5251 W. 73RD ST STE C Edina MN 55439

City: Edina State MN Zip 55439

Type of Business: Pest Control

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

Adrien Pelletier N/A

Location of Business (in the case of transient merchants): 5251 W. 73RD ST STE C

Length of time for license (Dates – if temporary) 04/23/19 to 09/30/19

General description of items or services to be sold: Pest Control

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

N/A

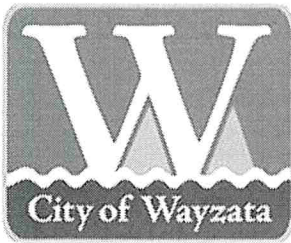
Vehicle Make

Model N/A Year

License Number 1821282

State DE

*



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

2019
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$187 are required for each individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name BENJAMIN JOHN BURDEN
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: ACTIVE ENVIRONMENTAL

Business Address: 5251 W 73RD STE STE C

City: EDINA State MN Zip 55439

Type of Business: PEST CONTROL

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

BEN BURDEN

11901 CENTRAL PARK WAY MAPLE GROVE

Location of Business (in the case of transient merchants): EDINA, MN

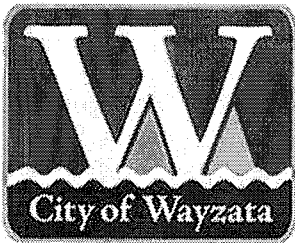
Length of time for license (Dates – if temporary) ASAP

General description of items or services to be sold: PEST CONTROL

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

N/A

Vehicle Make FUSION Model FORD Year 2016 License Number 8B FX795 State TD



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

²⁰¹⁹
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for each individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Richard Brantley Brooks
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Aptive Environmental

Business Address: 5251 W 73rd St Ste C Edina, MN 55439

City: Edina State MN Zip 55439

Type of Business: Pest control services

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

Richard Brooks 11901 Central Park Way 2424

Maple Grove, MN 55369

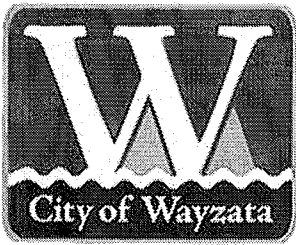
Location of Business (in the case of transient merchants):

Length of time for license (Dates – if temporary) April - October 2019

General description of items or services to be sold: Pest control services

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation? No
If yes, please explain:

Vehicle Make Honda Model Accord Year 2018 License Number IM C7730 State ID



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

²⁰¹⁹
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for **each** individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Taylor Scott Pass
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Active Environmental

Business Address: 5251 W. 73rd St. Ste. C

City: Edina State MN Zip 55439

Type of Business: Pest Control

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

Taylor Pass

11901 Central Parkway Maple Grove, MN 55369

Location of Business (in the case of transient merchants): Edina, MN

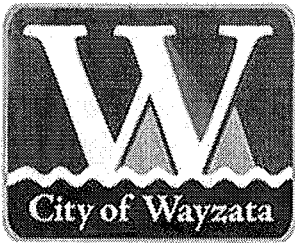
Length of time for license (Dates – if temporary) 4/23/19 - 9/15/19

General description of items or services to be sold: Pest Control

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

N/A

Vehicle Make Mazda Model 3 Year 2014 License Number 1M C7115 State ID



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

²⁰¹⁹
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for **each** individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Levi Christian Cunningham
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Active Environmental

Business Address: 5251 W 73rd St STE C ~~Edina~~

City: Edina State MN Zip 55369

Type of Business: Pest control

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

Levi Cunningham

16870 91st Ave N. Bldg. C Apt. 301 OSSEO, MN, 55311

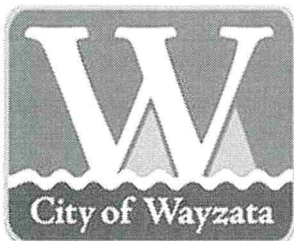
Location of Business (in the case of transient merchants): 5251 W 73rd St STE C Edina

Length of time for license (Dates – if temporary) 4/23/19 – 8/15/19

General description of items or services to be sold: Pest control

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

Vehicle Make Hyundai Model Elantra Year 2018 License Number 1M47351 State ID



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

²⁰¹⁹
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for each individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Clarence Edward Spencer
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Active Environmental

Business Address: 5251 W 73rd St. STEC

City: Eding, State MN Zip 55439

Type of Business: _____

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

Clarence Edward Spencer

5251 W 73rd St. STEC Eding, MN 55439

Location of Business (in the case of transient merchants): _____

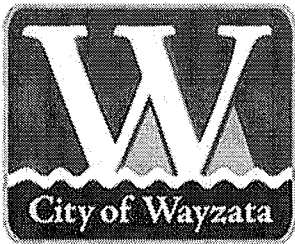
Length of time for license (Dates – if temporary) _____

General description of items or services to be sold: Pest Control

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

NO

Vehicle Make Ford Model Fusion Year 16 License Number 8BFX795 State ID



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

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²⁰¹⁹
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PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for *each* individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name HUNTER SILVERCREEK BURTON
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: ACTIVE ENVIRONMENTAL

Business Address: 5251 W 73rd ST STE C

City: EDINA State MN Zip 55439

Type of Business: PEST-CONTROL

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

KYLE FOX (651) 705-2847

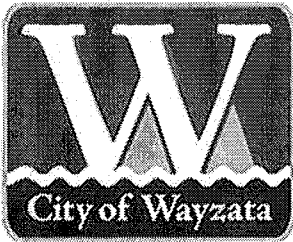
Location of Business (in the case of transient merchants): 5251 W 73rd ST STE C EDINA MN 55439

Length of time for license (Dates – if temporary) APRIL 23rd - SEPTEMBER 23rd 2019

General description of items or services to be sold: PEST-CONTROL SERVICES.

^(NO)
Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

Vehicle Make Honda Model Accord Year 2018 License Number 1M C7730 State ID



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
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Receipt: 42492

²⁰¹⁹
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for **each** individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Conner James Kemp
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: APTUE

Business Address: 5261 WILST SEC

City: EDINA State MN Zip 55439

Type of Business: PEST CONTROL

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

CONNOR KEMP

Location of Business (in the case of transient merchants):

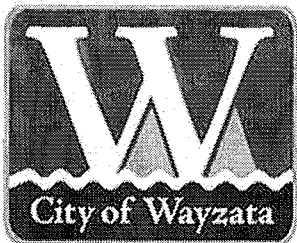
Length of time for license (Dates – if temporary) 4/23/19 9/15/19

General description of items or services to be sold: PEST CONTROL

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

NA

Vehicle Make Honda Model Acura Year 2018 License Number IM C7730 State ID



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

2019
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for each individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Kendrec Logan Frisby
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Aptive Environmental LLC.

Business Address: 5251 W 73rd st suite C Edina, MN 55439

City: Edina State MN Zip 55439

Type of Business: Pest Control

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

N/A KENDREC FRISBY

Location of Business (in the case of transient merchants): N/A

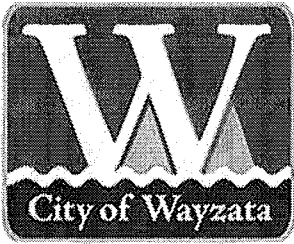
Length of time for license (Dates – if temporary) 4/23/19 – 9/31/19

General description of items or services to be sold: Pest control

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

No

Vehicle Make Chevrolet Model Equinox Year 2006 License Number 8B KX419 State ID



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

²⁰¹⁹
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for *each* individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Nicholas M Abplanalp
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Active

Business Address: 8251 W 73RD ST STEC

City: EDINA State MN Zip 55439

Type of Business: pest control

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

et NICHOLAS ABPLANALP

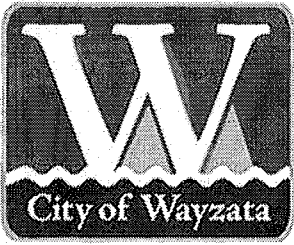
Location of Business (in the case of transient merchants): 8251 W 73RD ST STEC EDINA, MN 55439

Length of time for license (Dates – if temporary) APRIL 23 - SEPT 1st 2019

General description of items or services to be sold: pest control

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

Vehicle Make Hyundai Model Genesis Year 2018 License Number HAF 8693 State NC



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

²⁰¹⁹
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for **each** individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Wyatt Daniel Meng
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Aptive Environmental LLC

Business Address: 5251 W 73RD ST STE 1

City: Edina State MN Zip 55439

Type of Business: Pest Control

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

Wyatt Meng

Location of Business (in the case of transient merchants): NA

Length of time for license (Dates – if temporary) 4-23-19 9-30-19

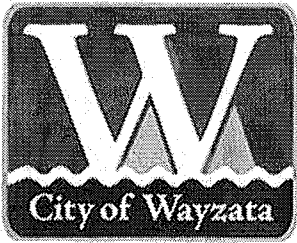
General description of items or services to be sold: Pest Control

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?

Is yes, please explain:

NO

Vehicle Make Subaru Model Legacy Year 2008 License Number 1J 86849 State MN
ID



600 Rice Street East
Wayzata, MN 55391-1734
952-404-5303

Date Paid: 4/23/19
Amount Paid: \$187.00
Receipt: 42492

2019
~~2018~~ APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$182 are required for each individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Garrett Dean Taylor
(first) (middle) (last)

Individual Phone: [REDACTED]

Name of Business: Aptive

Business Address: 5251 W 73rd St

City: Edina State MN Zip 55439

Type of Business: Pest Control

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

GARRETT TAYLOR

Location of Business (in the case of transient merchants): _____

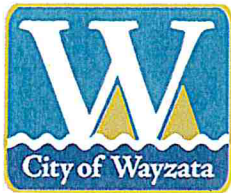
Length of time for license (Dates – if temporary) 4/22/19 - 8/31/19

General description of items or services to be sold: Pest Control

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?
Is yes, please explain:

no

Vehicle Make Ford Model Ranger Year 2001 License Number 4C C7066 State IL



600 Rice Street E
Wayzata, MN 55391
952-404-5301

Date Paid: A-23-19
Amount Paid: 187.00
Receipt: 42499

**2019 APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS**

☒ Individual ☐ Partnership ☐ Corporation

(An application and a license fee of \$187 are required for each individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Brian Lee Fridman Hard
(first) (middle) (last)

Individual Phone: [REDACTED] Email: fridman@polarbuilders.com

Name of Business: Polar Builders Inc.

Business Address: 1103 W. Burnsville Pkwy Suite 110

City: Burnsville State MN Zip 55337

Type of Business: Construction Company

Names and addresses of all persons associated with business such as Principal, Employer or Supplier and credentials establishing exact relationship:

Jon Kellen (President) [REDACTED]
jon@polarbuilders.com 952-895-8100 office

Location of Business (in the case of transient merchants): Burnsville, MN

Length of time for license (Dates – if temporary) asap - 12/31/2019

General description of items or services to be sold: roofing, siding, windows

Have you ever been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than a traffic violation?

Is yes, please explain:

yes conspiracy, may not be on record my case was expunged.

Vehicle Make Toyota Model Sienna Year 2012 License Number 036 RJD State MN

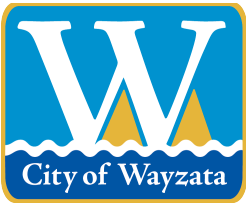
Notice Regarding Proposed City Ordinances: The City of Wayzata distributes general city information and notices electronically through an electronic notification system. As an applicant for a new business license or for a renewal of an existing business license, you can sign up to receive notices through the city's electronic notification system at the city's website at www.wayzata.org, and click on the Notify Me link. This would include getting notifications of any proposed ordinances at least ten days before the city council of Wayzata conducts a final vote on the proposed ordinance.

The undersigned hereby applies for the above license from the City of Wayzata subject to the laws of Minnesota and the ordinances and regulations of said City. It is understood that the license is subject to annual renewal prior to December 31.

Date April 23, 2019

Signature

[Signature]



City of Wayzata City Council Agenda Report

MEETING DATE: May 21, 2019	AGENDA ITEM: 7.d.
TITLE: Police Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Heather McKown, Administrative Records Specialist	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

The attached April 2019 Police Activity Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. April 2019 Police Activity Report

**WAYZATA POLICE DEPARTMENT
ACTIVITY REPORT – APRIL, 2019**

Fraud

Reported: 04-26-2019 0907

Report of fraud. Loss \$6400.

Addresses Involved

400 block of Lake St E, Wayzata, MN 55391

Theft

Reported: 04-22-2019 1436

Report of a theft. Loss \$840.

Addresses Involved

800 block of Lake St E, Wayzata, MN 55391

Damage to Property

Reported: 04-20-2019 0702

Report of damage to a vehicle due to a pot hole. Loss \$1500.

Addresses Involved

Hwy 12 & Gleason Lake Rd, Wayzata, MN 55391

Forgery

Reported: 04-18-2019 0944

Report of a check forgery. This case is under investigation.

Addresses Involved

1900 block of Wayzata Blvd W, Long Lake, MN 55356

Names Involved

(Arrested) Hockert, Gina Mae (Age: 32)

(Arrested) Hans, Anthony Joseph (Age: 34)

Forgery

Reported: 04-17-2019 1424

Report of check forgery. This case is under investigation.

Addresses Involved

1900 block of Wayzata Blvd W, Long Lake, MN 55356

Warrant

Reported: 04-16-2019 1854

30 year old male from Long Lake arrested on a warrant. Transported to jail.

Addresses Involved

200 block of Brown Rd N, Long Lake, MN 55356

Names Involved

(Arrested) Schulz, Marcus Cooper (Age: 30)

Controlled Substance

Reported: 04-13-2019 2325

19 year old male from Long Lake arrested for possession of a controlled substance.

Addresses Involved

Wayzata Blvd W & Mill St, Long Lake, MN 55356

Names Involved

(Arrested) Littlejohn-Docken, Quincey Howard (Age: 18)

Theft

Reported: 04-13-2019 1145

Report of a theft. Loss \$350

Addresses Involved

1900 block of Wayzata Blvd W, Long Lake, MN 55356

Theft **Reported: 04-12-2019 1659**

Report of theft of gas. Loss \$26

Addresses Involved

1300 block of Wayzata Blvd E, Wayzata, MN 55391

Domestic Assault **Reported: 04-12-2019 1400**

Report of a domestic assault. Charges pending.

Addresses Involved

500 block of Brown Rd N, Long Lake, MN 55356

Theft from Vehicle **Reported: 04-10-2019 0835**

Report of theft from a vehicle. Loss \$150.

Addresses Involved

700 block of Mill St E, Wayzata, MN 55391

Traffic Offense **Reported: 04-08-2019 1041**

34 year old male from St. Paul arrested for Driving After Cancellation-Inimical to Public Safety.

Addresses Involved

Wayzata Blvd E & Central Ave N, Wayzata, MN 55391

Names Involved

(Arrested) Flowers, Jasper William (Age: 34)

Warrant **Reported: 04-07-2019 0933**

67 year old female arrested on an outstanding warrant. Paid bail and was released with a court date.

Addresses Involved

700 block of Lake St E, Wayzata, MN 55391

Names Involved

(Arrested) Erickson, Janis Kay (Age: 67)

Domestic Assault **Reported: 04-06-2019 2127**

Report of a domestic assault. Charges pending.

Addresses Involved

100 block of Glenbrook Rd N, Wayzata, MN 55391

Theft **Reported: 04-06-2019 0839**

Report of a gas drive off. Loss \$40.

Addresses Involved

2400 block of Industrial Blvd W, Long Lake, MN 55356

Fraud **Reported: 04-01-2019 1344**

Report of identity theft. Loss \$994.

Addresses Involved

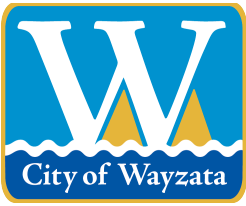
400 block of Indian Mound E, Wayzata, MN 55391

TRAFFIC – MARCH, 2019

CITATIONS	185
WRITTEN WARNINGS	8
VERBAL WARNINGS	152

Description	Total
MISSING PERSON	1
MISSING ANIMAL	6
MISSING/LOST PROPERTY	2
FOUND ANIMAL	3
FOUND PROPERTY	4
ABANDONED VEHICLE	1
RECOVERED STOLEN PROPERTY	1
SAFEKEEPING & DISPOSAL	1
PIMV	4
PDMV	16
H & R PDMV	1
Other Fire/Smoke	3
Vehicle Fire	1
Grass/Brush Fire	1
FIRE ALARM	10
GAS LEAK/SMELL	1
HAZ ROAD CONDITION	7
SUICIDE ATTEMPT	1
SUDDEN DEATH	1
OTHER MEDICAL	52
Medical Alarm	1
72 Hour Hold/Emergency Admission	1
WELFARE CHECK - ADULT	9
WELFARE CHECK - JUV	3
INFO REC'D	7
VERBAL DOMESTIC	4
CIVIL MATTER	6
Trespass Warn/Order	3
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	9
SUSPICION	15
OPEN DOOR/WINDOW	3
SCAM/FRAUD ATTEMPT	1
MISC. JUVENILE PROBLEM	3
LEAKY LOAD/DUMPING	1
DRIVING/TRAFFIC COMPLAINT	24
PARKING COMPL	8
HOUSE/BUSINESS CHECKS	12
RECORD CHECKS	18
OTHER PERMITS	1
FIREARM PERMIT	1

HC SHERIFFS PERMIT TO CARRY	2
Solicitor Permit	1
PARKING PERMIT	2
ANIMAL COMPLAINT/CHECK	10
DISPATCH ANIMAL	1
DOG LICENSE ISSUED	5
Car Seat Install/Inspect	1
ADULT PROTECTION ASSIST	3
FINGERPRINTS	2
ASSIST CHILD PROTECTION	1
MOTORIST ASSIST/STALL	15
UTILITY PROBLEM	1
PUBLIC ASSIST	13
LOCKOUT	3
BUSINESS ALARM	20
HOME ALARM	10
911 HANG-UP	2
ASSIST OTHER DEPT	28
WARRANT/ATTEMPT/ARREST	3
SPECIAL EVENT	2
TRAFFIC CONTROL / DIRECT ENFORCEMENT	3
TRANSPORT	1
CASE FOLLOW UP	2
TERR THREATS-THRT CRM VIOL-NO WEAP-CHLD-STR	1
ASLT-DOMESTIC-FE-FEAR BODLY HRM-HNDS-ADLT-ACQ	1
DOM ASLT-MS-INFLT BODILY HARM-HANDS-AD-FAM	1
ASLT-DOMESTIC-MS-INFLT BODLY HRM-HNDS-ADLT-AC	1
FORGERY-UNK LVL-UTT POSS-UNK TYP-BUSINESS	1
FORGERY-UNK LVL-UTT POSS-CHK OVR 2500-BUSINES	1
CNTRFT-GM-USES-US CURRENCY SCURTY-BUSINESS	1
DRUGS-SM AMT IN MOT VEH-POSS-MARIJ-UNK	1
DRUGS-DRUG PARAPH-POSSESS-UNK-UNK	3
CON SUB 5-POSSESS-MARIJUANA-UNK	1
ESC-FE-FLEE AN OFFICER	1
TRAFFIC-MS-OTHER-MV	3
JUVENILE USE OF TOBACCO	1
JUVENILE-CURFEW	2
PROP DAMAGE-MS-PUBLIC-UNK INTENT	1
THEFT-501-1000 DLRS GM-BLDG-OTHER	1
THEFT-500 OR LESS MS-BLDG-OTH PROP	1
THEFT-500 OR LESS MS-SELF SERVE GAS-GAS ONLY	2
THEFT-500 OR LESS MS-MTR VEHICLE-OTH PROP	1
COMPUTER CRIM-UNK LVL-UNAUTH ACC-UNK LOSS	1
THEFT-FE-THFT BY SWINDLE TRICK-20000 OR MORE	1
THEFT-FE-IDENTITY THEFT-501-2500	1
FRAUD-MS-FIN-TRAN-CARD-NO-CONSENT-251-2500	1
THEFT-FE-AUTO-MORE THAN 2500	1



City of Wayzata City Council Agenda Report

MEETING DATE: May 21, 2019	AGENDA ITEM: 7.e.
TITLE: Building Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Jason Wagner, Building Official	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

The attached April 2019 Building Activity Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. April 2019 Building Activity

	Jan-19	Feb-19	Mar-19	Apr-19	2019-YTD
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BUILDING

NUMBER OF BLDG. PERMITS	17	7	12	16	52
PROJECT VALUE	\$1,194,328.00	\$1,337,855.00	\$4,653,911.00	\$1,878,843.00	\$9,064,937.00
BUILDING PERMIT FEE	\$11,777.00	\$9,680.25	\$26,963.25	\$15,729.00	\$64,149.50
PLAN CHECK FEE	\$5,175.19	\$6,022.40	\$15,241.33	\$9,110.72	\$35,549.64

EXTERIOR

NUMBER OF PERMITS	2	2	5	5	14
PROJECT VALUE	\$13,104.00	\$276,750.00	\$149,512.00	\$180,785.00	\$620,151.00
PERMIT FEE	\$ 295.00	\$2,154.00	\$2,173.50	\$2,331.00	\$ 6,953.50

MECHANICAL

NUMBER OF PERMITS	21	14	12	31	78
PROJECT VALUE	167,090.00	577,440.00	174,798.00	638,575.65	\$ 1,557,903.65
PERMIT FEE	3,341.80	9,514.33	3,510.32	12,587.43	\$ 28,953.88

PLUMBING

NUMBER OF PERMITS	15	11	11	15	52
PROJECT VALUE	\$85,048.00	\$186,506.56	\$87,830.00	\$104,395.53	\$463,780.09
PERMIT FEE	\$1,775.48	\$3,598.62	\$2,312.60	\$2,137.92	\$9,824.62

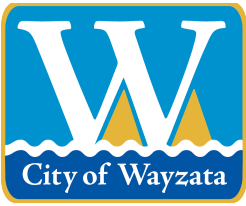
TOTAL # OF PERMITS	55	34	40	67	196
TOTAL INCOME	\$22,364.47	\$30,969.60	\$50,201.00	\$41,896.07	\$145,431.14

INSPECTIONS

BUILDING	69	45	54	52	220
EXTERIOR	5	0	4	4	13
HVAC	22	26	34	29	111
PLUMBING	29	21	18	26	94
OTHER					
TOTAL # OF INSPECTIONS	125	92	110	111	438

RENTAL

INSPECTIONS	5	13	12	12	42
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City of Wayzata City Council Agenda Report

MEETING DATE: May 21, 2019	AGENDA ITEM: 7.f.
TITLE: Approval of First Amendment to Cooperative Easement Agreement with Three Rivers Park District for the Funding of the Dakota Rail Regional Trail Construction between Broadway Avenue and Barry Avenue	
PROPOSED MOTION: To Approve the First Amendment to the Agreement between the City of Wayzata and Three Rivers Park District	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends approval of the attached amendment to the existing Cooperative Easement Agreement.

FINANCIAL OR BUDGET CONSIDERATION:

The draft amendment commits Three Rivers Park District to fund \$250,000 for Dakota Rail Regional Trail improvements at commencement of construction (estimated late summer of 2019) and another \$250,000 upon substantial completion.

BACKGROUND:

Throughout the entire evolution of the Lake Effect Project, City staff has been working with Three Rivers Park District staff to incorporate the Dakota Rail Regional Trail into design plans for the project. As currently planned, there will be a 10-foot wide regional trail on the south side of Lake Street. In addition, there will be restroom facilities that will be available to trail users.

Three Rivers Park District has indicated their willingness to pay for the majority of these facilities by committing \$500,000 for the project. In order to document the funding and expectations thereof, Three Rivers Park District and the City have drafted the attached First Amendment to its existing Cooperative Easement Agreement for the Dakota Rail Regional Trail.

Three Rivers Park District approved this agreement at its February 21, 2019 meeting.

ATTACHMENTS:

1. First Amendment for Lake Effect Segment 02 11 2019

**First Amendment to Cooperative Easement Agreement
Three Rivers Park District and the City of Wayzata**

**Dakota Rail Regional Trail Construction
from Barry Avenue to Broadway Avenue**

This First Amendment, made and entered into this ____ day of _____, 2019 by and between Three Rivers Park District, a public corporation and political subdivision of the State of Minnesota, (hereinafter referred to as "Park District") and the City of Wayzata, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as the "City").

Whereas, the Park District and City entered into a Cooperative Easement Agreement ("Agreement") for the Dakota Rail Regional Trail on September 6th, 2007; and

Whereas, the City is in the process of designing its downtown "Lake Effect" project that extends from Barry Avenue to Broadway Avenue along Lake Street, and which contains a future segment of the Dakota Rail Regional Trail as depicted in Exhibit D; and

Whereas, the Park District desires to have the Dakota Rail Regional Trail designed and constructed from Barry Avenue to Broadway Avenue as part of the Lake Effect project, with the intention at a future time to further extend the trail east of Broadway so as to connect the Dakota Rail Regional Trail with the Lake Minnetonka LRT Regional Trail.

Now therefore, in consideration of mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Park District agree to amend the Agreement as follows:

Except as herein provided, the terms, conditions, and provision of the Agreement shall apply to and govern the provision of this First Amendment.

1. Design.

The City will prepare design documents and construction documents for the Dakota Rail Regional Trail extension on Lake Street from Barry Avenue to Broadway Avenue, as depicted in Exhibit D (the "Trail Extension"). The Park District shall have the right to review and suggest reasonable modifications to said design documents prior to the project going out to bid, with the understanding that the City shall have final approval of the design, and any work or product finishes outside the scope necessary for development of a standard regional trail would be at the City's expense.

2. Construction.

The City will administer the Trail Extension construction contract and inspect the all contract work on the Trail Extension. The Park District will have the right to enter the jobsite along the Trail Extension and make inspections deemed necessary and shall cooperate with the City staff, but the Park District will have no responsibility for the supervision of the work.

3. Funding.

The Park District agrees to fund a fixed amount of \$500,000 (the "Funding") for the design and development of the Trail Extension, as well as partial funding for development of a restroom that will be available for trail users. One half of the Funding shall be available and paid to the City when the City notifies the Park District that construction of the Trail Extension has begun. The remaining half of Funding

shall be available and paid to the City when the City notifies the Park District that construction of the Trail Extension is substantially complete.

4. Land Acquisition.

The City will be responsible for securing any temporary and permanent easements necessary for Trail Extension construction and use of the Trail Extension. Upon completion of the Trail Extension, the City agrees to convey a permanent non-exclusive easement for regional trail purposes over and across the real property along the Trail Extension to the Park District in a form acceptable to the City Attorney and the Park District.

5. Inclusion in other Agreement Items.

The Trail Extension will be considered part of the Dakota Rail Regional Trail and will be subject to all other terms and conditions as outlined under items 4 – 16 of the Agreement.

6. Existing Trailhead and Trail Spur.

The existing trail, trailhead and parking will continue to be considered part of the Dakota Rail Regional Trail and will continue to be subject to the terms of the Agreement. If alternative parking is identified and found acceptable to the Park District and the City, or once the Dakota Rail Regional Trail has been connected to the Lake Minnetonka LRT Regional Trail, the Park District and the City may consider, through amendment of the Agreement, turn back of the spur trail, trailhead and/or parking to the City.

IN WINESS WHEREOF, Park District and the City have entered into this First Amendment as of the date and year first above written.

CITY OF WAYZATA,
a Minnesota municipal corporation

By: _____
Its Mayor

Date _____

By: _____
Its City Manager

Date _____

THREE RIVERS PARK DISTRICT,
a public corporation and political subdivision
of the State of Minnesota

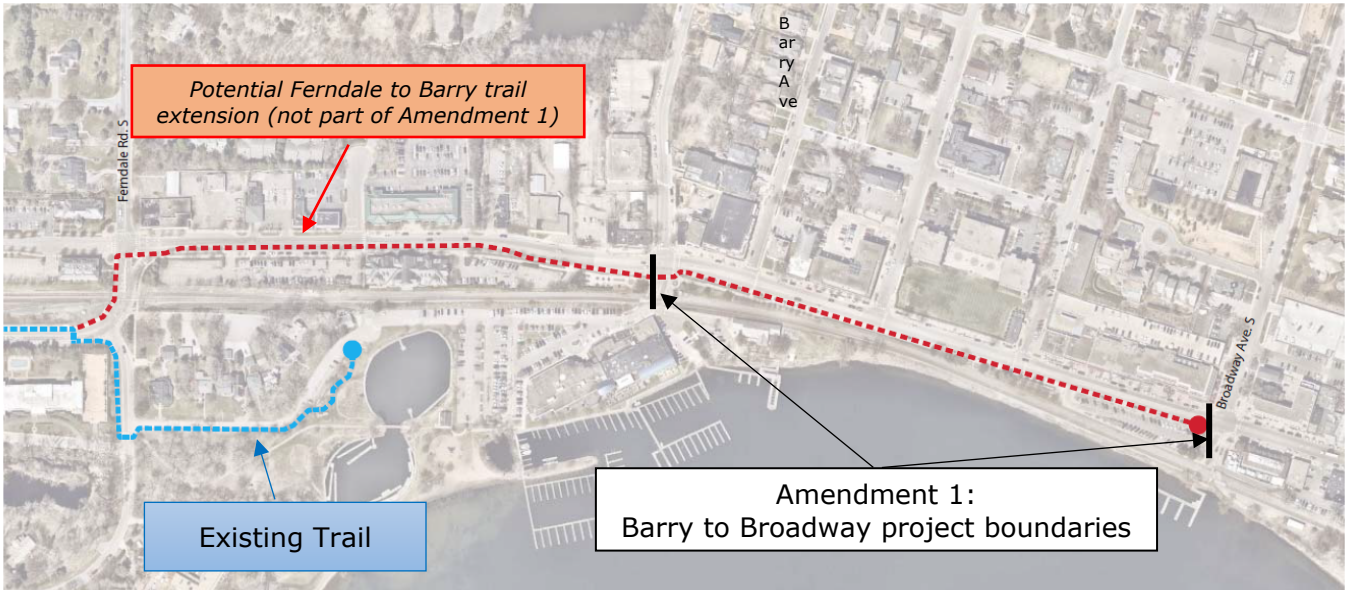
By: _____
John Gunyou, Board Chair

Date _____

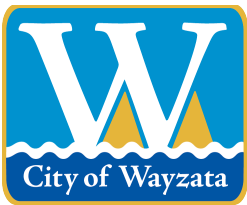
By: _____
Boe R. Carlson, Superintendent
and Secretary to the Board

Date _____

Exhibit D:



- Dakota Rail Trail proposed extension on Lake street
- Existing Dakota Rail Trail



City of Wayzata City Council Agenda Report

MEETING DATE: May 21, 2019	AGENDA ITEM: 7.g.
TITLE: Approval of Development Agreement with Swans Corner, LLC at 305 and 309 Lake Street East	
PROPOSED MOTION: To Approve the draft Development Agreement between the City of Wayzata and Swans Corner, LLC	
PREPARED BY: Eric Zweber, Planning Consultant	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached draft development agreement.

FINANCIAL OR BUDGET CONSIDERATION:

The development agreement does not obligate the City to pay for any of the project costs. The developer will be required to pay a park dedication fee of \$108,900 and sidewalk/landscaping improvements on public right-of-way consistent of the Lake Effect plans.

BACKGROUND:

On November 7, 2018, the City Council approved the project design, third story setback variance, floor area ratio variance, shoreland impact plan/CUP for impervious surface, joint parking CUP, and lot combination for the Swans Corner project at 305 and 309 Lake St. E. The approvals consist of a new three story mixed use building with about 5,000 square feet of retail or service commercial uses on the first floor and 18,000 of office uses on the second and third floors.

As a condition of the development approval, the applicant is required to enter into a development agreement with the City. The City Attorney and staff have drafted the attached development agreement for the Council's consideration.

As part of the development project, the applicant will be constructing several public improvements including on-street parking, sidewalks, streetscaping, lighting, landscaping, and utilities along Lake St E and Barry Ave S. The development agreement requires the developer to pay for all of these public improvements. The development agreement outlines all terms and conditions related to construction of the public utilities. The agreement also requires the developer to enter into a joint use of off-street parking facilities with 315 Lake St E. All of the other conditions and terms of the development agreement are standard requirements for the City's development agreements.

ATTACHMENTS:

1. Development Agreement Swans Corner Draft 5.15.2019

**DEVELOPMENT AGREEMENT
(305 and 309 Lake Street East, Wayzata, MN)**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made this _____ day of _____, 2019, by and between the City of Wayzata, a Minnesota municipal corporation (“**City**”), and Swans Corner, LLC, a Minnesota limited liability company (“**Developer**”) regarding the properties at 305 and 309 Lake Street East, legally described on Exhibit A attached hereto (collectively, the “**Property**”).

Pursuant to the terms and conditions of Resolution No. 62-2018 adopted by the Wayzata City Council (the “**City Resolution**”), a copy of which is on file with and can be made available by the City, the parties agree as follows:

1. **Project.** Under the City Resolution, the City has granted Developer approval of a redevelopment project involving the demolition of the existing buildings on the Property, and construction a new three (3) story mixed use building (collectively, the “**Project**”). The Project shall be developed and the Property shall be operated and used in accordance with the terms of this Agreement and the City Resolution, the terms of which resolution are incorporated by reference in this Agreement as if fully stated herein. The conditions of approval of the City Resolution are as follows:
 - a. The Applicant must secure all necessary building permits for construction, and follow all laws and regulations applicable to the Project, including building codes and land use regulations.
 - b. The Applicant must build and complete the Project in conformance in all material respects with the plans for the Three Story Alternative depicted in the Application, included as Attachment C to the City Resolution.
 - c. All roof penetrations for mechanical, plumbing, and other building systems must be located within the hatched area as shown on the Roof Plan in the Application. Any request by the Applicant for roof penetrations outside of the hatched area must submitted to the City Council for review and approval. No equipment, plants, pots, furniture, fences, railings, or architectural features of any kind shall be allowed the or above the roof surface.
 - d. Before the City issues a building permit for the Project, the final civil engineering plans, including Site Plan, Grading and Drainage Plan, Utility Plan, and Stormwater Management Plan must be reviewed and approved by the City Engineer.

- e. Park Dedication fees must be paid as required by the Subdivision Ordinance at the time of recording of the final plat for the Subdivision.
 - f. The Applicant must record the Final Plat with the appropriate Hennepin County officials within one hundred twenty (120) days in conformance with Section 805.15.E.7 of the Subdivision Ordinance, and provide a recorded copy to the City.
 - g. The Applicant must enter into a Development Agreement with the City, with terms and in a form acceptable to the City Attorney, that addresses all public improvements associated with the Project.
 - h. The Applicant must provide the agreement for joint use of off-street parking facilities as required by the Zoning Ordinance and in a form acceptable to the Wayzata City Attorney.
 - i. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred must be fully reimbursed by the Applicant.
2. **Definition and Amendment of Plans.** The Project shall be developed and constructed, and the Property shall be operated and used in accordance with the plans and specifications listed on Exhibit B attached hereto, which shall include but in no way be limited to: (i) final civil engineering plans, (ii) a final site plan, (iii) a grading and drainage plan, (iv) a utility plan, (v) a stormwater management plan, (vi) a lighting plan demonstrating that all exterior light fixtures have been adequately coordinated with those located on the adjacent properties; and (vii) final landscaping plans (collectively, the “**Plans**”). Such Plans are on file with the City and may be amended from time to time with the prior approval of the City, provided all such amendments must comply with the City Code, including without limitation ordinances regarding amendments to planned unit developments. To the extent required by the City, the parties shall execute an agreement acknowledging any amendment to the Plans and record the same with the appropriate Hennepin County land records for the Property. Developer acknowledges that the Plans must comply with all City Code and City design specifications, and must be reviewed and approved by the City Engineer, and in the case of the landscaping plans, reviewed by the City Forester, prior to the City’s issuance of a building permit for the Project.
3. **Park Dedication Fee.** Developer shall be assessed a Park Dedication Fee of \$ 108,900.00 pursuant to City Code. Payment in full shall be required prior to the City’s execution and release of the Final Plat and the issuance of any building permits.
4. **Final Plat.** Prior to the City’s issuance of a building permit for the Project, the Final Plat of the Property shall have been approved by the Hennepin County Surveyor’s Office, fully

executed and the City shall have received proof of the Final Plat having been properly recorded with the Office of the Registrar of Titles of Hennepin County.

5. **Joint Parking Facilities.** Prior to the issuance of a building permit for the Project, the Applicant must provide the City with a fully executed agreement for joint use of off-street parking facilities as required by the Zoning Ordinance and in a form acceptable to the Wayzata City Attorney.
6. **Public Improvements.** At its sole expense, Developer shall construct and complete all the improvements identified on Exhibit C (“**Public Improvements**”) in accordance with the Plans before the issuance of a certificate of occupancy for the Project by the City. The City shall have no responsibility for any costs for or related to the construction of the Public or Private Improvements or for the cost of any other improvements for or related to the Project.
7. **Private Improvements.** At its sole expense, Developer shall construct and complete all the improvements identified on Exhibit D (“**Private Improvements**”) in accordance with the Plans before the issuance of a certificate of occupancy for the Project by the City. The City shall bear no responsibility for any costs for or related to the construction of the Private Improvements or for the cost of any other improvements for, or related to, the Project.
8. **Maintenance Costs.** The Developer shall repair, replace and maintain, and be liable for the cost of repairing, replacing and maintaining the Public and Private Improvements installed by the Developer; provided, however, except to the extent of any warranty claims or repairs or replacements of construction defects, and except as otherwise provided for in this Agreement, the City will be responsible for the repair, replacement and maintenance of and own all Public Improvements once inspected, tested, approved and accepted in writing by the City.
9. **Warranty.** As to the Public Improvements, the Developer warrants all such work required to be performed by it pursuant to this Agreement against poor material and faulty workmanship for a period of twenty-four (24) months after final completion is certified by the Developer’s civil engineer. Any repairs or replacements shall be warranted for twenty-four (24) months from the time of construction or installation. For the Private Improvements, Developer shall also comply with the warranties set forth in Minn. Stat. § 327A.02, subd. 1 and in the Minnesota Common Interest Ownership Act, if applicable to any aspect of the Project. The warranties referred to in this Section shall hereinafter be referred to, collectively, as the “**Warranties**”.
10. **Security For Public and Private Improvements.**
 - A. Prior to the issuance of any building permit for the Project, Developer shall deposit with the City an irrevocable letter of credit or cash deposit (in either case, the “**Security For Public and Private Improvements**”) in an amount equal to \$ 111,562.50, being 125% of the estimated construction costs for all the Public Improvements and Private Improvements, with such costs being shown on Exhibit C and Exhibit D. If application for a building permit for the Project is not

made within six (6) months following the date of this Agreement, the City shall have the right to reasonably adjust the amount of the Security For Public and Private Improvements if the then current construction cost estimates for the Public Improvements or Private Improvements have increased from the date hereof. The Security For Public and Private Improvements shall secure all the Developer's obligations under this Agreement. The Security For Public and Private Improvements shall be referred to herein, collectively and individually, as the "Security".

- B. If a letter of credit is deposited for the Security, the issuer of the Security, and the form and terms of such Security, shall be subject to the prior approval of the City. The letter of credit, if applicable, shall be in force until all of the Public Improvements and Private Improvements have been fully completed, and fully tested, inspected and accepted by the City, and all warranty periods provided for by this Agreement have expired. The letter of credit, if applicable, shall be for at least a one-year term, provided it is automatically renewable for successive one-year periods from the present or any future expiration dates, unless sixty (60) days prior to an expiration date, the issuer notifies the City that it elects not to renew for an additional period. At least thirty (30) days prior to the expiration of any letter of credit provided under this Section, Developer shall provide the City with a replacement letter of credit, acceptable to the City, which shall extend at least one year beyond the expiration date of the letter of credit then in effect, or the City may immediately draw in full upon the letter of credit then in effect.
 - C. The City may draw on the cash deposit or letter of credit, as applicable, provided under this Section with five (5) business days' prior written notice to Developer, if the Developer fails to complete the Public Improvements or Private Improvements prior to the earlier of (i) the date on which the City is to issue a certificate of occupancy for the Project or (ii) May 1, 2021.
 - D. With prior written approval from the City, the amount of the Security may be reduced from time to time as Developer's obligations with respect to the Public and Private Improvements are satisfied. The amount of such reduction shall equal no more than 100% of the originally estimated cost of the particular Public Improvement or Private Improvements obligation satisfied, as shown on Exhibit D and Exhibit D; provided however, that after any such reductions the remaining amount of the Security shall be no less than 125% of the estimated cost to complete the remaining Public Improvements or Private Improvements, as determined by the City. Any Security on deposit with the City upon the expiration of all Warranties shall be released to Developer upon Developer's written request to the City.
11. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to, upon reasonable notice to Developer, enter the Property during the development, including construction, and all times until the City issues a final Certificate of Occupancy for the Project, to perform all work and inspections applicable thereto and contemplated under this Agreement and/or under the City Code. If the Developer fails to pay or perform its obligations under this Agreement with respect to the Public

Improvements or Private Improvements after notice and expiration of any cure period, then the City may enter the Property and pay or perform such obligations and obtain payment for the expenses therefor from the proceeds of the Security. Among other expenditures, the City may draw upon the Security to satisfy the claims of contractors or suppliers which have not been paid or satisfied by the Developer with respect to the Public Improvements or Private Improvements.

12. Responsibility for Costs.

- A. The Developer shall hold the City and its elected officials, officers and employees and agents harmless from claims made by Developer and third parties for damages sustained or costs directly incurred resulting from development of the Project, construction and operation, except for such damages or costs resulting from the gross negligence, intentional misconduct or intentional violation of this Agreement or applicable laws and ordinances by the City. The City will reasonably cooperate with Developer with respect to any litigation commenced by third parties with respect to the Project, at no cost to the City. The City will reasonably cooperate with Developer with respect to any litigation commenced by third parties with respect to the Project, at no cost to the City. Except as limited by the preceding sentence, the Developer shall indemnify and hold the City and its elected officials, officers and employees harmless from all costs, damages or expenses, obligations, claims or liabilities, including reasonable attorneys' and other professional or consulting fees.
- B. The Developer shall reimburse the City for all reasonable costs incurred by the City in connection with processing the application that resulted in the City Resolution and the preparation and enforcement of this Agreement (and any amendment thereto), including engineering, building official, planning and attorneys' fees, and for the City's performance of the Developer's obligations under this Agreement in the event that Developer fails to commence or complete such obligations on a timely basis.
- C. The Developer shall pay in full all bills submitted to it by the City for obligations properly incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt all development work and construction until the bills are paid in full, and may draw on the Security to discharge such obligations. Bills not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year or the maximum rate allowed by law, whichever is less.

13. Events of Default.

- A. **Events of Default Defined.** The following shall be "Events of Default" under this Agreement:
 - (1) Failure by the Developer to pay when due amounts required to be paid under any provision of this Agreement.

- (2) Failure by the Developer to observe and substantially perform any covenant, condition or obligation on its part to be observed or performed under this Agreement.

B. Remedies of Default. Whenever any Event of Default occurs and the Developer fails to cure such default within (i) fifteen (15) days after notice of a monetary default by the City; or (ii) thirty (30) days after notice by the City of a non-monetary default or such longer period as may be reasonably necessary, provided Developer has acted promptly and pursued such cure with diligence; or (iii) in the case of an emergency, such shorter period of time as may be reasonable under all of the circumstances, then the City may, in addition to any other remedies or rights available to the City at law or equity and those specifically given the City under this Agreement or its ordinances, take any one or more of the following actions:

- (1) Perform or hire a third party to perform for the account of the Developer any obligation of the Developer hereunder. The Developer shall promptly reimburse the City for any reasonable expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the Property or to act in accordance with this Agreement. When the City does any work as allowed herein, the City may, in addition to its other remedies, assess the cost in whole or in part against the Property and the Property shall be deemed to have benefited from the work in the reasonable amount expended by the City to perform such work.
- (2) Withhold approval of any permit with respect to the Property, including building permits for the Property.
- (3) Require the Developer to discontinue work on the Property until such time as the Event of Default has been cured.
- (4) Assess against the Property any reasonable costs incurred or damages suffered by the City due to the breach of this Agreement by Developer, and the Property shall be deemed to have benefited by such amount.
- (5) Draw on any Security, or the proceeds thereof, to pay to cure the default.

14. Representations. Developer warrants and represents, for the benefit of the City, that, as of the date hereof: (i) Developer, or its permitted assign, is the fee owner of the Property and each has all requisite power and authority to execute and deliver this Agreement, and to perform all of the obligations required of Developer hereunder; and (ii) each is not required to obtain any consent or approval of any person or entity as a condition to either entering into this Agreement, or if any such required consent or approval is required, it has been obtained (iii) if, as of the recording of this Agreement, any party has a mortgage lien against the Property with such lien having or purporting to have priority over this Agreement, such party has executed a Consent and Joinder by Mortgagee, in a form

acceptable to the City Attorney, and any such Consent and Joinder shall be attached to the recorded/filed original of this Agreement as an exhibit.

15. **Conformance with Laws.** The Developer shall comply with the terms of this Agreement and all local, state, and federal laws and regulations applicable to the Project and Property.

16. **Miscellaneous.**

- A. This Agreement shall be binding on and inure to the benefit of the City and the Developer, and their respective successors and assigns. The Developer may not assign this Agreement or any of its rights and/or obligations hereunder, in full or in part, without prior written consent from the City, such consent not to be unreasonably withheld or delayed. Any such consent by the City shall be subject to and conditioned upon any new owner or owners of the Property, in writing, assuming the obligations of the Developer hereunder in a document approved, in writing, by the City.
- B. This Agreement may not be terminated, amended, revoked or modified without the written agreement of the then current fee owner(s) of the Project and the City, in a document which is in recordable form.
- C. Nothing herein contained shall be deemed to be a gift or dedication of all or any portion of the Property to the general public or for any public use or purpose.
- D. All exhibits and attachments referred to herein and attached hereto shall be deemed part of the Agreement
- E. Notwithstanding anything to the contrary herein, this Agreement shall not limit the City's rights and powers under applicable law, including without limitation any rights to maintain public or City-owned property.
- F. There shall be no third party beneficiaries to this Agreement and third parties shall have no recourse against the City under this Agreement.
- G. If any portion, section, sub-section, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
- H. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. No building permit or certificate of occupancy shall be issued which conflicts with the requirements of this Agreement. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- I. This Agreement and any amendments thereto shall run with the Property, including, without limitation, any common interest community that may be created with respect to the Property, and shall be recorded against the title to the Property at the

expense of the Developer. Developer shall provide the City with a recorded copy of this Agreement, and any amendments thereto, as soon as they are available. No building permits shall be issued for the Property until (i) evidence of such recording acceptable to the City has been provided by the Developer, and (ii) Developer has obtained and recorded agreements by all parties holding an interest in the Property, including but not limited to mortgage holders, agreeing to be subject to the terms and conditions of this Agreement.

- J.** If the Developer endeavors to create a common interest community with respect to the Property, it shall disclose this Agreement, together with any amendment thereto, in any disclosure statement required under Minnesota Statute Section 515B.4-102 or any other applicable law.
- K.** After (i) the Developer has completed all of the Public Improvements required of it under this Agreement, (ii) the City has inspected, approved and accepted ownership of all Public Improvements, and (iii) all warranty periods provided for in this Agreement have expired, then, at the Developer's request, the City will execute and deliver to the Developer a Certificate of Completion in recordable form evidencing performance by Developer of its obligations hereunder with respect to the Public Improvements, subject to:
- (1) Any representation or warranties which may be in effect subsequent to the date of completion;
 - (2) The obligations of the Developer to retain the Public Improvements in the form described by the Plans referenced herein;
 - (3) Any other obligations which are not specifically identified in such Certificate as having been performed.

Any obligations imposed by this Agreement not certified as having been satisfied in such Certificate of Completion, and all warranties and representations of the Developer, shall remain the ongoing obligation of the Developer and its successors and assigns. Any owner of the Property shall be subject to all the restrictions and obligations contained herein to the extent that such restrictions and obligations have not been satisfied by the Certificate. Prior to seeking a Certificate of Completion, Developer, in association with third parties, may seek a temporary Certificate of Occupancy. In such cases, the City shall consider and may grant a temporary Certificate of Occupancy, provided Developer is in compliance with this Agreement and the request complies with all applicable laws and ordinances.

- L.** If the Developer shall consist of more than one party (each a "**Developer Party**"), then: (i) the obligations of each Developer Party hereunder are joint and several with any other Developer Party; (ii) a release of any one (1) or more Developer Party shall not in any way be deemed a release of or limitation in favor of or for the benefit of any other Developer Party not so released; and (iii) a separate action hereunder may be brought and prosecuted against one (1) or more Developer Party.

- M.** Each right, power or remedy herein conferred upon either party is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to such party at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to the party having such right, power and remedy and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- N.** The City and Developer are not intended to become partners or joint venturers and nothing herein shall be construed or applied to constitute the Owner and Developer as partners or joint venturers.
- O.** Notwithstanding any provision of this Agreement to the contrary, to the full extent permitted by law, any further development or construction of new improvements and any additions or alterations to existing improvements not expressly approved under this Agreement will require additional approvals from the City, as required by City ordinances, and in full compliance with any amendments to the City's Comprehensive Plan or Code requirements enacted after the date of this Agreement.
- P.** This Agreement may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.
- Q.** This Agreement shall be governed by and construed under the laws of Minnesota. To the extent Section 500.20 of the Minnesota Statutes applies to this instrument, this Agreement creates a public covenant, condition and restriction and the parties intend for it to be perpetual, except as expressly provided herein.
- 17. Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified or registered mail at the following address:

Swans Corner, LLC
319 Barry Avenue South, Suite 301
Wayzata, MN 55391
Attention: Lowell Zitzloff / Rick Zitzloff

Notices to the City shall be in writing and shall be either hand delivered to the City Manager, or mailed to the City by registered or certified mail in care of the City Manager at the following address:

Wayzata City Hall
600 East Rice Street
Wayzata, MN 55391
Attention: City Manager

[SIGNATURE PAGES ATTACHED]

DRAFT

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

DEVELOPER:

Swans Corner, LLC, a Minnesota limited liability company

By: _____

Name: Lowell R. Zitzloff

Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2019, by Lowell Zitzloff, the President of Swans Corner, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR
305 and 309 LAKE STREET EAST]

CITY:

**City of Wayzata,
A Minnesota municipal corporation**

By: Kenneth Willcox
Its: Mayor

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Kenneth Willcox, Mayor of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR
305 and 309 LAKE STREET EAST]

CITY:

**City of Wayzata,
A Minnesota municipal corporation**

By: Jeffrey Dahl
Its: City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Jeffrey Dahl, City Manager of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Best & Flanagan LLP (DGS)
60 South Sixth Street, Suite 2700
Minneapolis, MN 55402-4452

EXHIBIT A

Legal Description

Lot 1, Block 1, Swans Corner

DRAFT

EXHIBIT B

List of Plans

South Elevation Revised November 14, 2018

West Elevation Revised November 14, 2018

North Elevation Revised November 14, 2018

East Elevation Revised November 14, 2018

Lower Level Plan Revised November 14, 2018

First Floor Plan Revised November 14, 2018

Second Floor Plan Revised November 14, 2018

Third Floor Plan Revised November 14, 2018

Roof Plan Revised November 14, 2018

Grading Plan Revised November 14, 2018

Site Utility Plan Revised November 14, 2018

Lower Level Piping and Floor Pitch Plan March 18, 2019

Landscape Plan Revised November 14, 2018

Site Lighting Plan Revised November 14, 2018

EXHIBIT C

Public Improvements

The Public Improvements are as follows:

- 1) Construction of street, street signs, water and sanitary sewer utilities, sidewalk, streetscaping, lighting, and landscaping along the Lake Street East and Barry Avenue right of way adjacent to the Property, all in accordance with the Plans. (estimated cost: \$7,500.00 for lighting and signs, street improvements; \$23,600.00 for sidewalks, curbs, etc.; \$8,400.00 for landscaping/streetscaping—the Developer shall incorporate Lake Effect approved design guidelines, etc.—total: \$39,500.00).

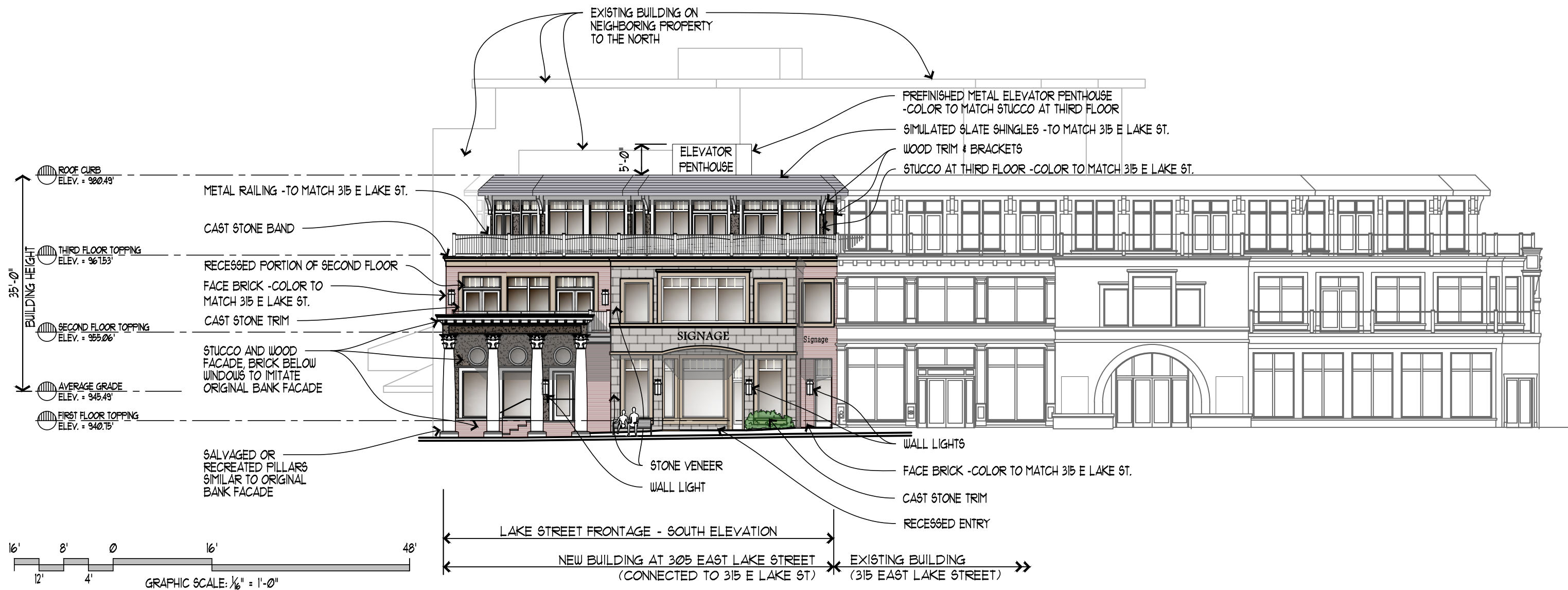
EXHIBIT D

Private Improvements

The Private Improvements are as follows:

1. Site grading in accordance with the Plans (estimated cost \$20,000.00)
2. Landscaping in accordance with the Plans (estimated cost \$12,900.00)
3. Storm sewer and stormwater management facilities in accordance with the Plans (estimated cost \$16,850.00)

Total of above: \$49,750.00



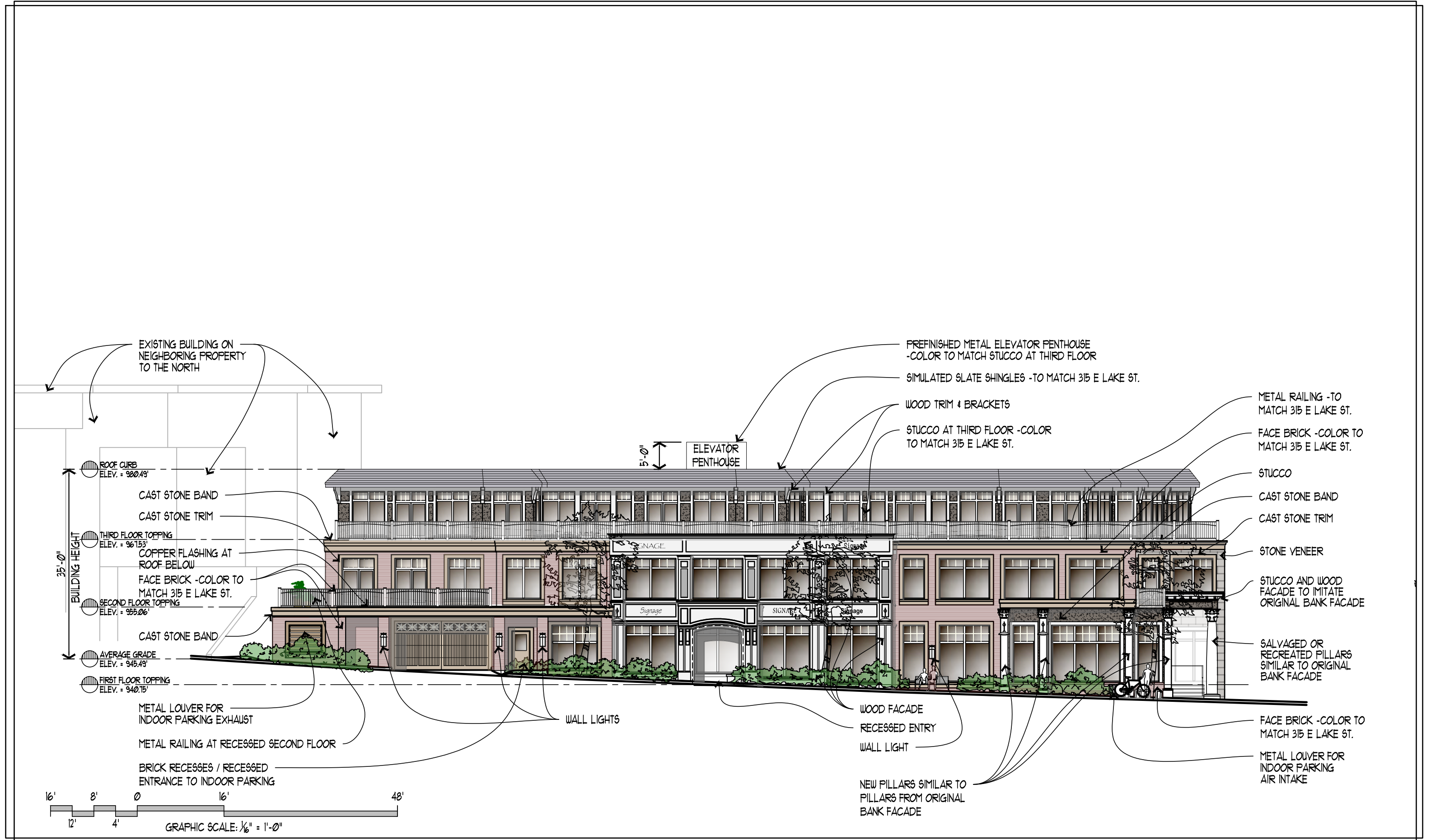
BRUCE W. SCHMITT & ASSOCIATES P.A.
320 MANITOBA AVENUE, SOUTH
WAYZATA, MINNESOTA 55391
(952) 436-6222

ARCHITECTS

305 LAKE STREET EAST
WAYZATA, MINNESOTA

SOUTH ELEVATION

REVISED NOVEMBER 14, 2018
REVISED SEPTEMBER 24, 2018
REVISED SEPTEMBER 7, 2018
JUNE 27, 2018

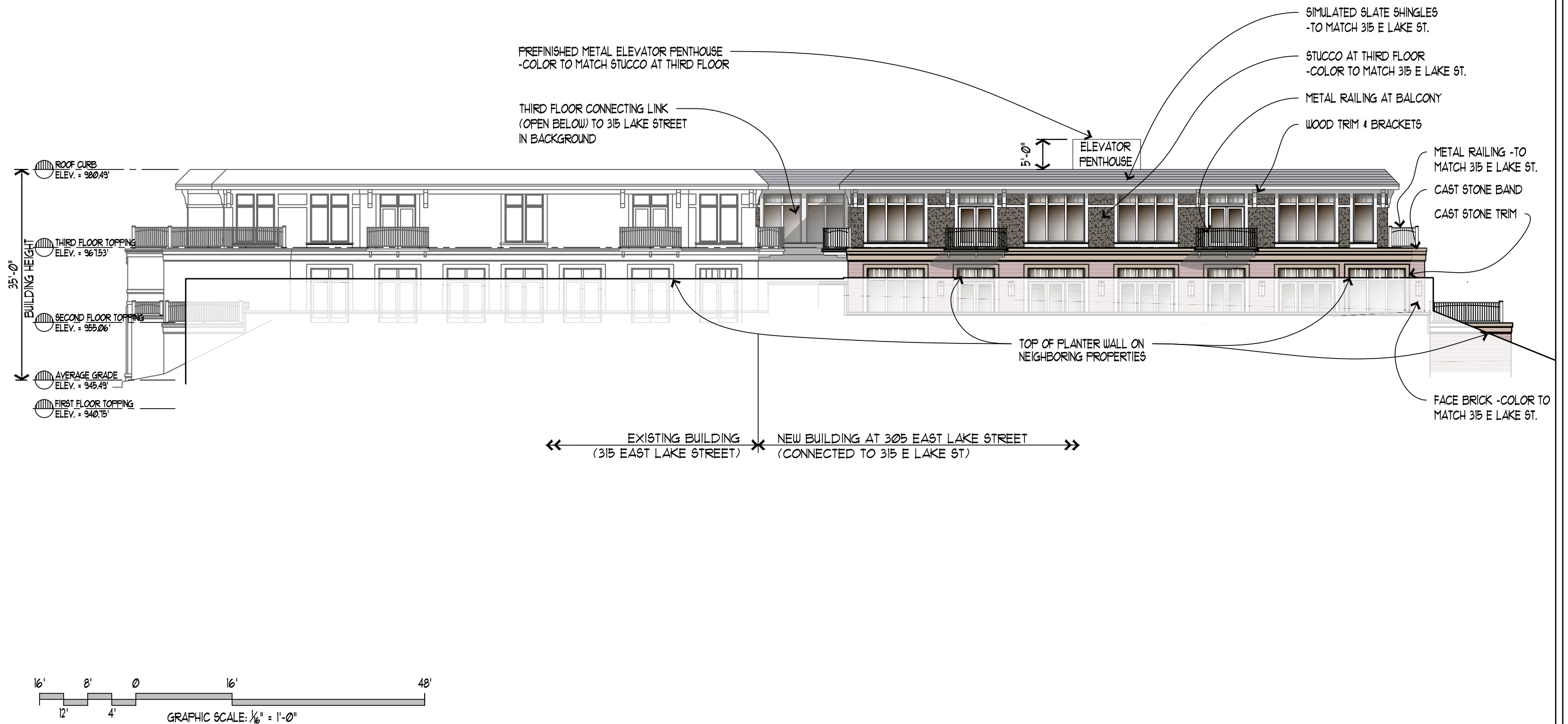


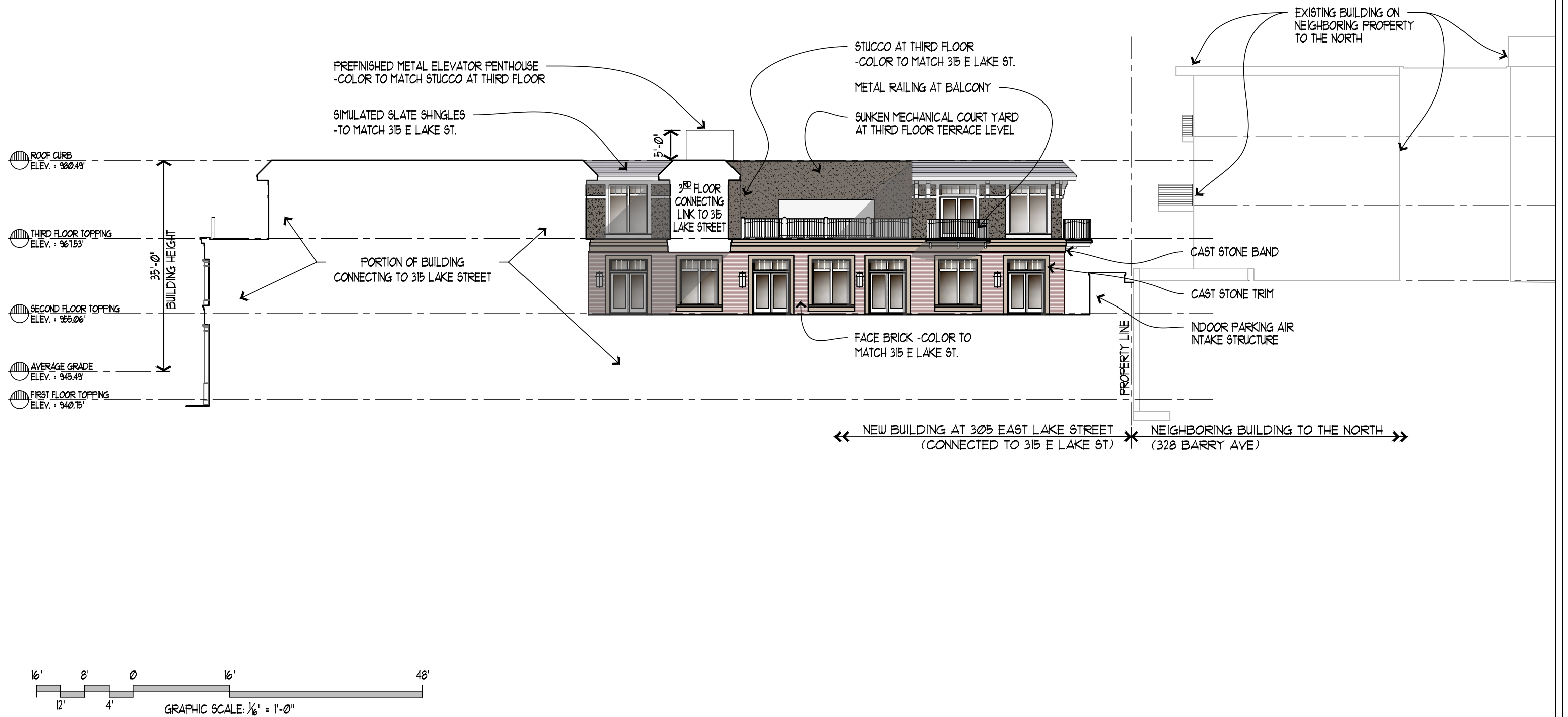
BRUCE W. SCHMITT & ASSOCIATES P.A.
320 MANITOBA AVENUE, SOUTH
WAYZATA, MINNESOTA 55391
(952)436-6222
ARCHITECTS

305 LAKE STREET EAST
WAYZATA, MINNESOTA

WEST ELEVATION

REVISED NOVEMBER 14, 2018
REVISED SEPTEMBER 24, 2018
REVISED SEPTEMBER 7, 2018
JUNE 27, 2018





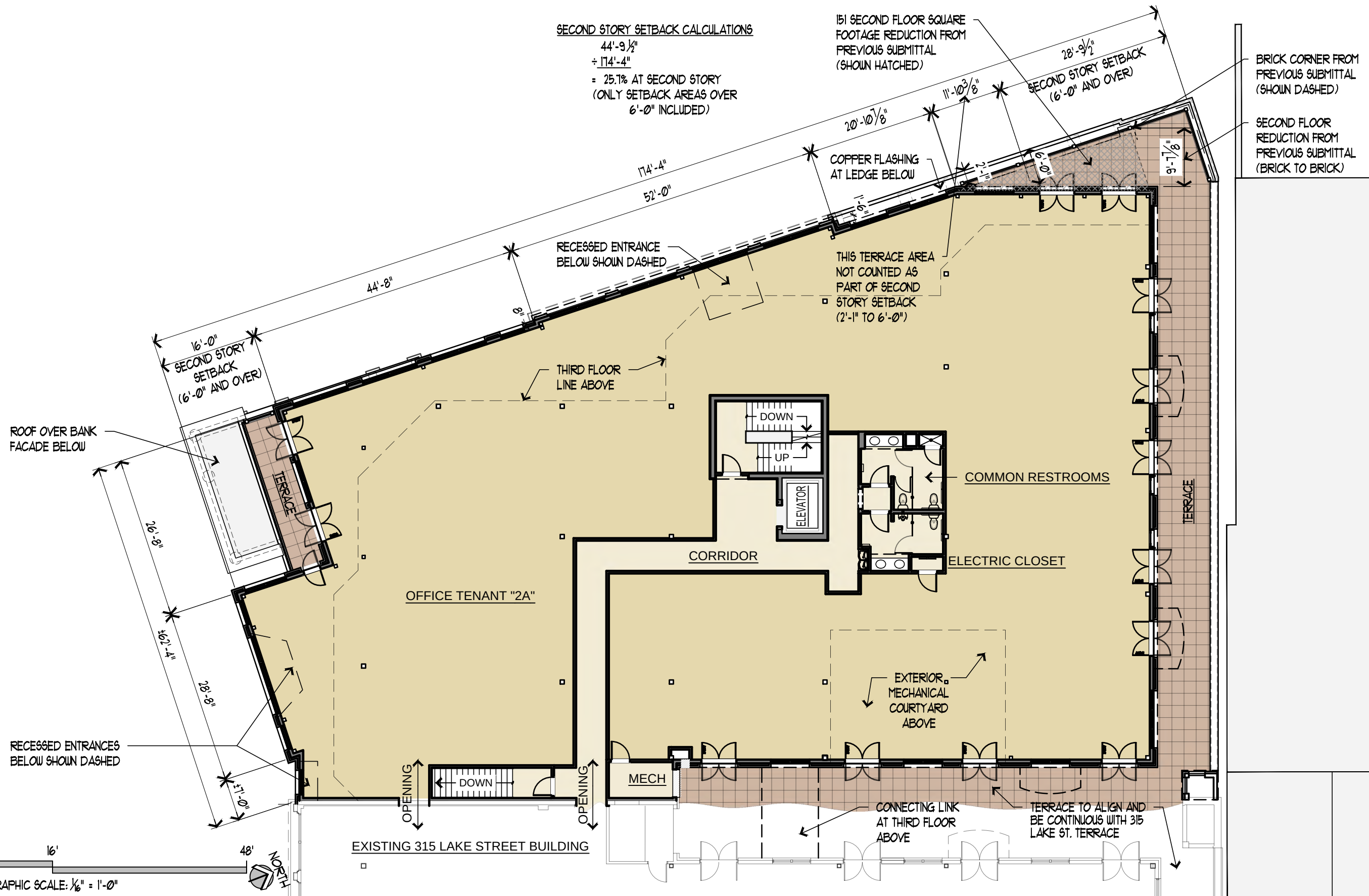
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WAYZATA, MINNESOTA 55391
(952) 436-6222

ARCHITECTS

305 LAKE STREET EAST
WAYZATA, MINNESOTA

EAST ELEVATION

REVISED NOVEMBER 14, 2018
REVISED SEPTEMBER 24, 2018
REVISED SEPTEMBER 7, 2018
JUNE 27, 2018



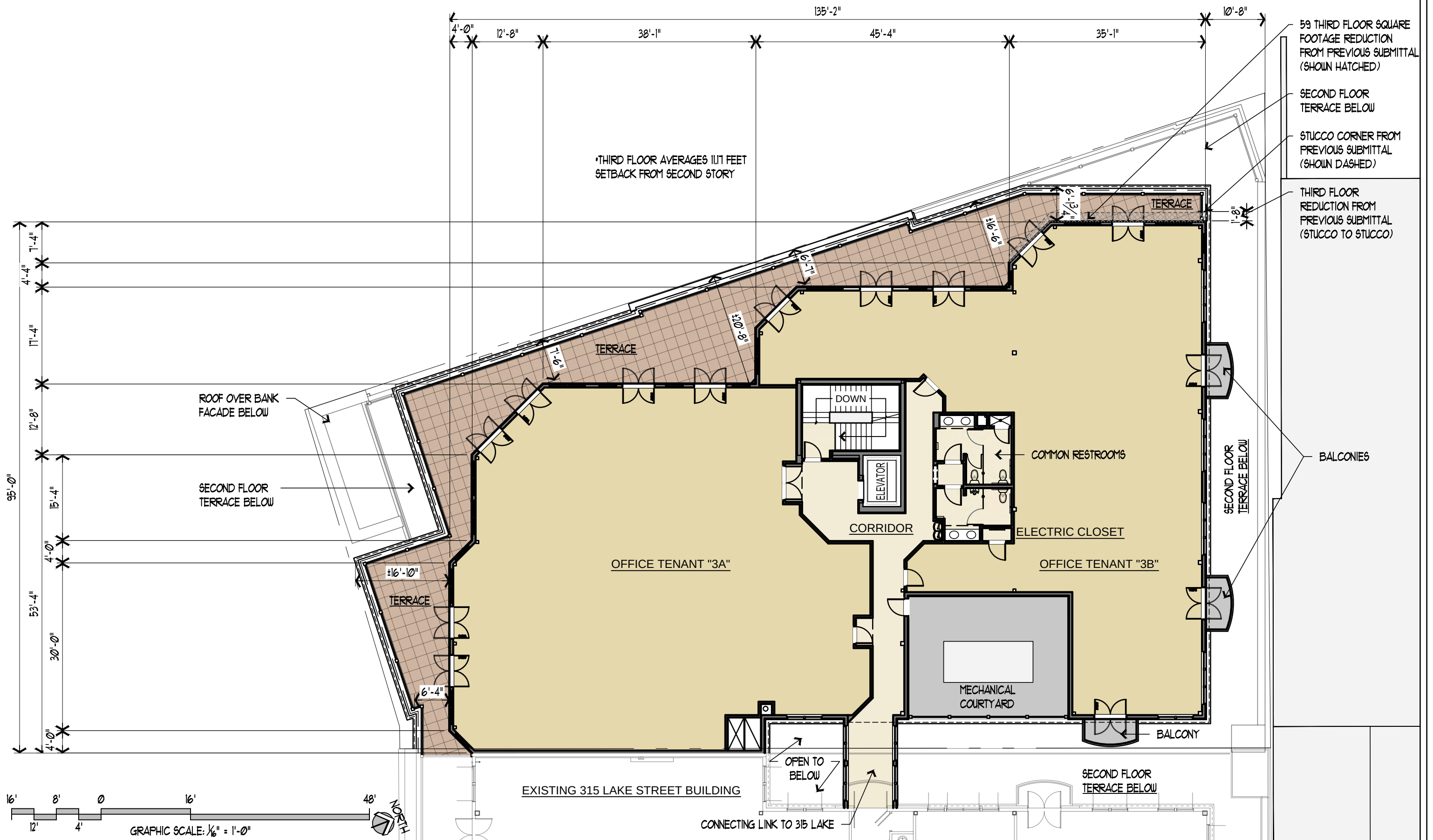
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ARCHITECTS

305 LAKE STREET EAST
 WAYZATA, MINNESOTA

SECOND FLOOR PLAN

REVISED NOVEMBER 14, 2018
 REVISED SEPTEMBER 24, 2018
 REVISED SEPTEMBER 19, 2018
 REVISED SEPTEMBER 7, 2018
 JUNE 27, 2018



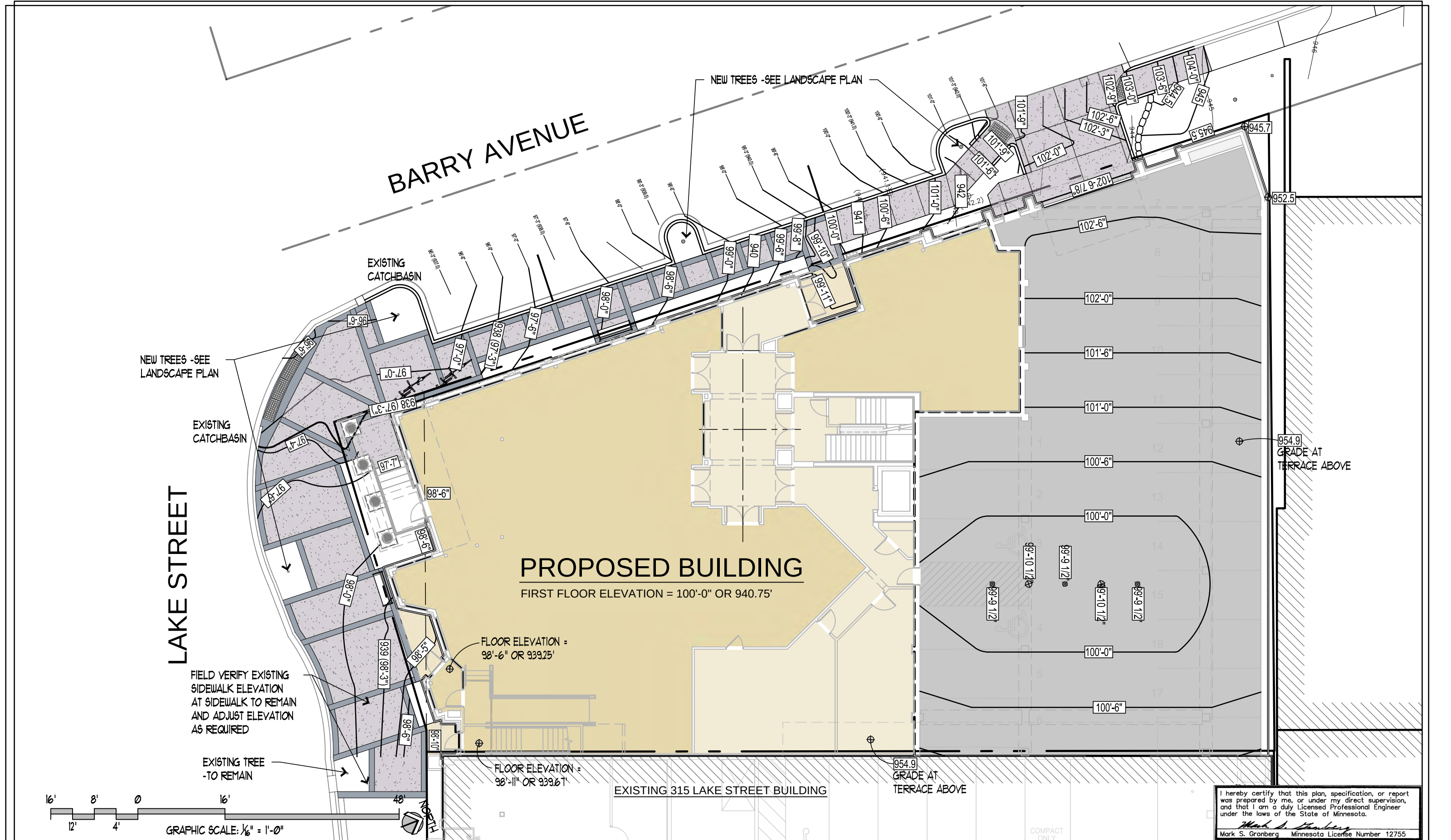
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ARCHITECTS

305 LAKE STREET EAST
 WAYZATA, MINNESOTA

THIRD FLOOR PLAN

REVISED NOVEMBER 14, 2018
 REVISED SEPTEMBER 24, 2018
 REVISED SEPTEMBER 19, 2018
 REVISED SEPTEMBER 7, 2018
 JUNE 27, 2018



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ARCHITECTS

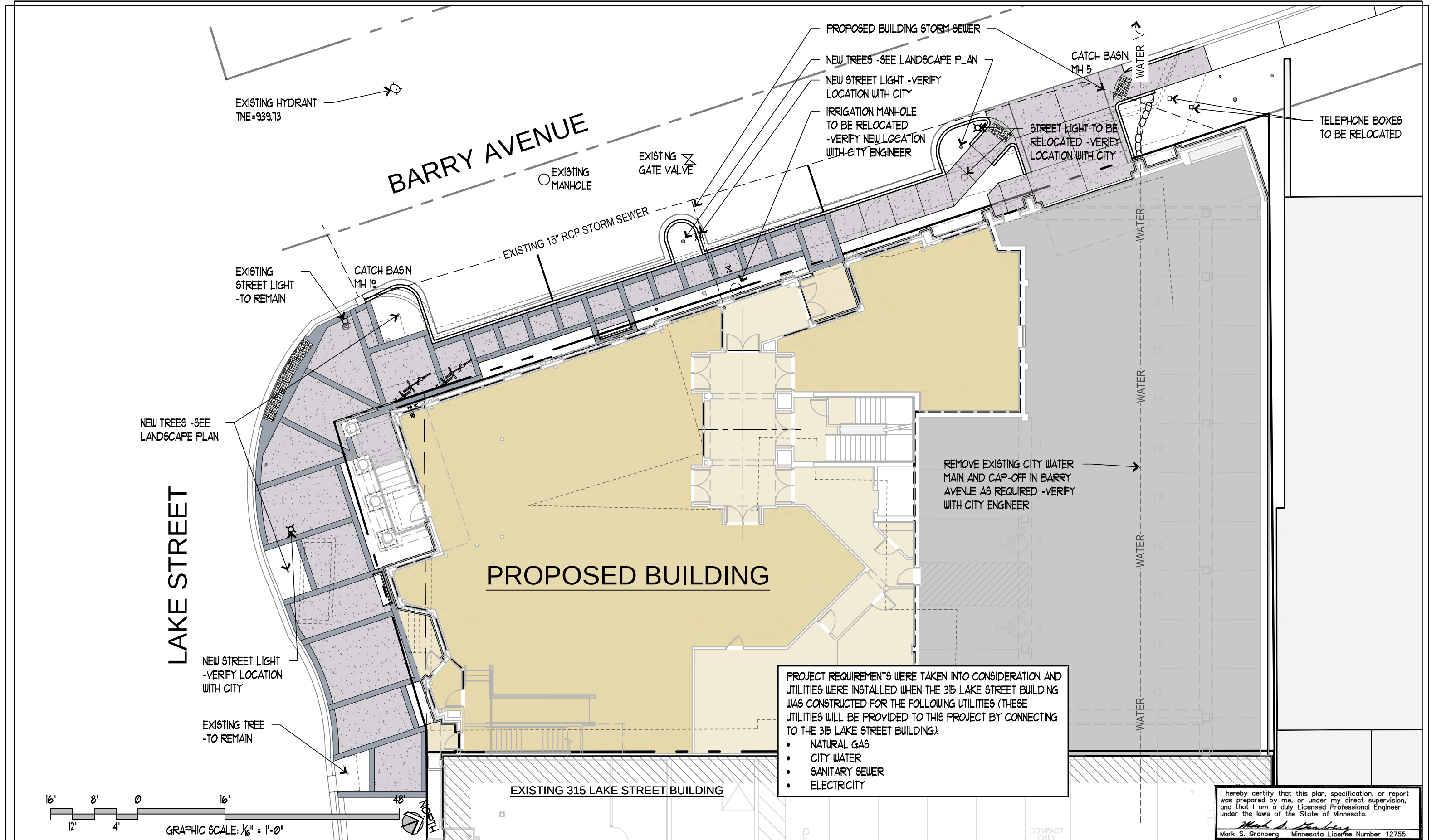
305 LAKE STREET EAST

WAYZATA, MINNESOTA

GRADING PLAN

I hereby certify that this plan, specification, or report was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Mark S. Gronberg
Mark S. Gronberg Minnesota License Number 12755

REVISED NOVEMBER 14, 2018
REVISED SEPTEMBER 24, 2018
REVISED SEPTEMBER 7, 2018
JUNE 27, 2018



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320 MANITOBA AVENUE, SOUTH
WAYZATA, MINNESOTA 55391
(952) 436-6222
ARCHITECTS

305 LAKE STREET EAST
WAYZATA, MINNESOTA

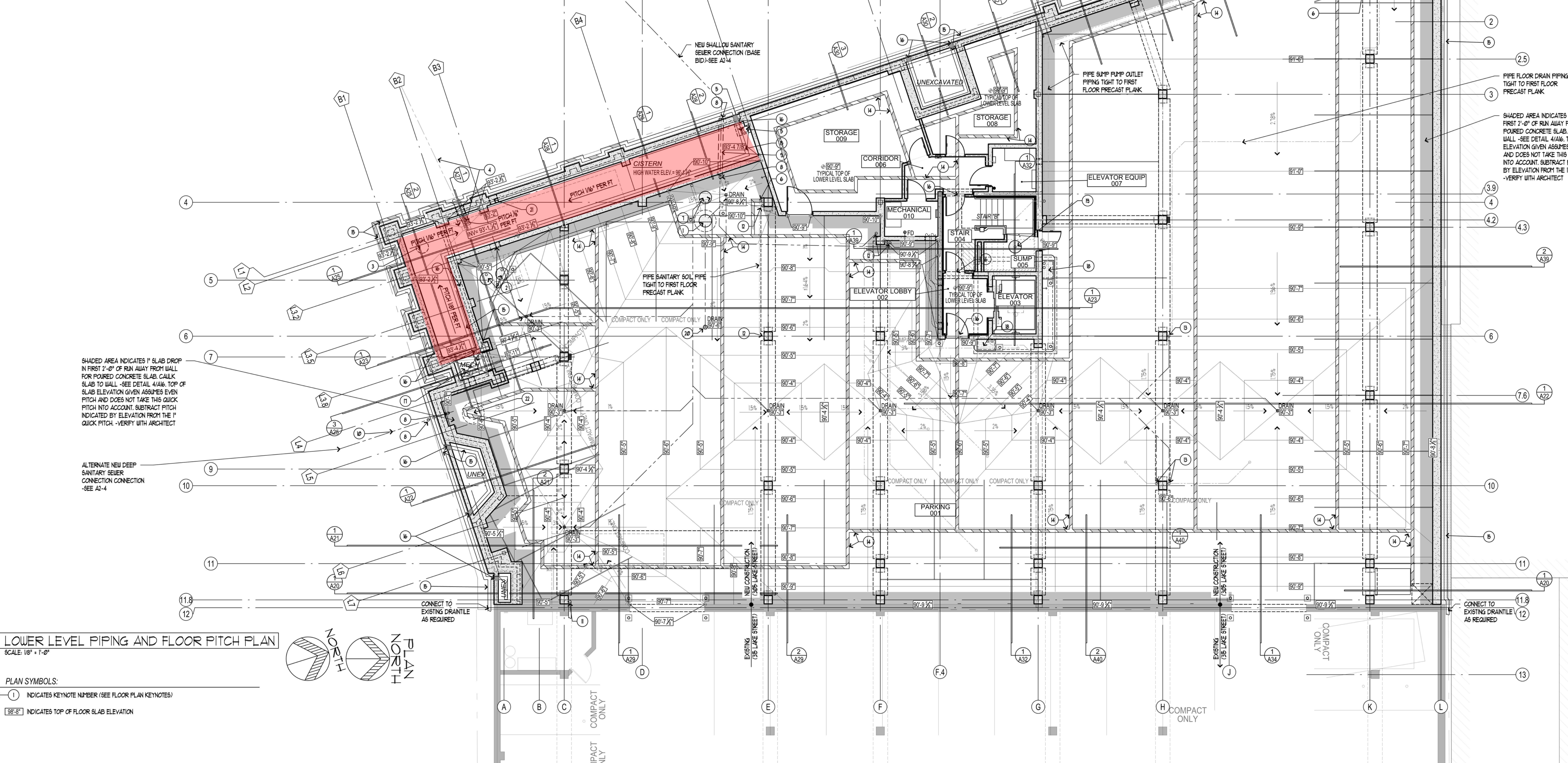
SITE UTILITY PLAN

I hereby certify that this plan, specification, or report was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Mark S. Gronberg
Mark S. Gronberg Minnesota License Number 12755

REVISED NOVEMBER 14, 2018
REVISED SEPTEMBER 24, 2018
REVISED SEPTEMBER 7, 2018
JUNE 27, 2018

LOWER LEVEL PIPING AND FLOOR PITCH PLAN KEY NOTES:

- 1 INFLAMMABLE WASTE TRAP WITH 1/2" THICK STAINLESS STEEL DIAMOND PLATE COVER DESIGNED FOR HEAVY DUTY TRAFFIC (BOLT TO FLOOR) AND 3" DIAMETER VENT STACK. RUN VENT STACK AGAINST CIP WALL OVERHEAD AS SHOWN TO CONCRETE COLUMN AT INTERSECTION OF GRIDS E AND 4. DRAIN DIRECTLY BY GRAVITY TO SANITARY SEWER LINE UNDER SHALLOW AND DEEP SANITARY SEWER LINE ALTERNATES
- 2 TWO SEPARATE SUMP PITS FOR EXTERIOR DRAINAGE AND INTERIOR DRAINAGE (DO NOT CONNECT EXTERIOR AND INTERIOR DRAINAGE). SUMP PUMP OUTLET PIPES DISCHARGE INTO CISTERN THRU 8" WIDE x 4" HIGH CIP WALL OPENING LOCATED TIGHT TO BOTTOM OF PLANK ABOVE (N-FILL HOLE AROUND PIPES AS REQUIRED TO PROVIDE WATER-TIGHT SEAL THRU WALL)
- 3 24" DIAMETER CAST IRON MANHOLE LID AND FRAME ABOVE - SEE SHEET A4-1 FOR ADDITIONAL INFO
- 4 STORM SEWER PIPE (CISTERN PRIMARY OUTLET PIPE) - SEE UTILITY PLAN SHEET A2-4
- 5 PRIMARY ROOF AND TERRACE DRAIN PIPE (VERIFY SIZE WITH PLUMBING CONTRACTOR) (CISTERN INLET) - PROVIDE 90 DEGREE ELBOW AT BOTTOM / CISTERN FLOOR
- 6 RADON VENT PIPE CONNECTED TO INTERIOR DRAINAGE. PENETRATE PLANK ABOVE NEXT TO CONCRETE COLUMN AT INTERSECTION OF GRIDS E AND 4 AND ALSO AT K AND I (VENT THRU ROOF, SEE ROOF PLAN FOR LOCATIONS)
- 7 LIFT STATION FOR GARAGE FLOOR DRAINS (FIRST FLOOR GARAGE AND LOWER LEVEL). FLOOR DRAINS GRAVITY TO LIFT STATION, THEN PUMP DIRECTLY TO INFLAMMABLE WASTE TRAP (VERIFY WITH CODE REQUIREMENTS) OMIT LIFT STATION AND GRAVITY DRAIN ALL GARAGE FLOOR DRAINS DIRECTLY TO INFLAMMABLE WASTE TRAP IF ALTERNATE FOR NEW DEEP SANITARY SEWER LINE (SEE KEYNOTE 10, 12 AND SPEC) IS ACCEPTED
- 8 SANITARY SEWER CLEAN-OUT - PROVIDE CLEAN-OUT AT INTERIOR OF BUILDING AS WELL AS AN EXTERIOR CLEAN-OUT ABOVE GRADE (SEE SHEET A4-2 FOR LOCATION)
- 9 PLUMBING CONTRACTOR TO PROVIDE PVC SLEEVE BELOW FOOTINGS AT CISTERN FOR SANITARY SEWER LINE CONNECTION TO BARRY AVENUE (VERIFY SIZE AND ELEVATION). OMIT THIS SEWER LINE AND SLEEVE IF ALTERNATE FOR NEW DEEP SEWER LINE (SEE KEYNOTE 10 AND SPEC) IS ACCEPTED
- 10 ALTERNATE FOR NEW DEEP SEWER LINE FROM LAKE STREET TO ALLOW ALL PLUMBING INCLUDING ALL GARAGE DRAINS TO GRAVITY DRAIN - VERIFY LOCATION AND CONNECTION ELEVATION WITH CITY
- 11 AUTOMATIC SPRINKLER SYSTEM CONNECTION TO EXISTING 315 BUILDING - SEE SHEET A3-1
- 12 SANITARY SEWER SOIL STACK
- 13 VERTICAL DRAIN PIPES FROM FIRST FLOOR GARAGE FLOOR DRAINS THRU LOWER LEVEL FLOOR SLAB - DRAIN TO LIFT STATION NEAR CISTERN UNDER BASE BID
- 14 6" DIAMETER INTERIOR UNDERSLAB DRAINAGE SPACED 20' O.C. MAXIMUM (SIMILAR TO 4/A16) - PROVIDE RADON VENTING THROUGH ROOF - SEE KEYNOTE 16
- 15 6" DIAMETER EXTERIOR PERIMETER DRAINAGE
- 16 SLEEVE DRAINAGE THROUGH WALL
- 17 MECHANICAL FIT FLOOR DRAIN (DROPS 2") TO DRAIN INTO FOUNDATION DRAINAGE LOCATED BELOW - SEE DETAILS
- 18 1'-4" x 2'-8" SUMP PIT ACCESS OPENING TO TRENCH AROUND ELEVATOR SHAFT WITH BOLTED DOWN STAINLESS STEEL DIAMOND PLATE ACCESS COVER (OVERSIZE 2" AT ALL SIDES). PROVIDE 2 SUMP PUMPS (PRIMARY AND BACKUP) AT EACH OPENING. PROVIDE SEALED HOLES THROUGH COVER FOR OUTLET PIPING AND CORDS AS REQUIRED. PIPE OUTLET PIPING TO STORM SEWER IN NORTHWEST CORNER OF BUILDING AS INDICATED
- 19 DEEP SUMP BASKET AND SUMP PUMP FOR ELEVATOR PIT FLOOR ONLY - BASKET MUST BE SEALED AND ATTACHED TO PIPING AND ELEVATOR PIT AS REQUIRED TO PREVENT ANY WATER INTRUSION INTO ELEVATOR PIT, PIPING, OR SUMP. PIPE OUTLET PIPING TO STORM SEWER IN NORTHWEST CORNER OF BUILDING AS INDICATED
- 20 8" DIAMETER OVERSIZED FLOOR DRAIN - CONNECT BY GRAVITY DIRECTLY TO INFLAMMABLE WASTE TRAP WITH 4" MINIMUM PIPE SIZE - DRAIN TO ACT AS OVERFLOW GARAGE FLOOR DRAIN (OMIT OVERSIZED DRAIN UNDER DEEP SANITARY SEWER LINE ALTERNATE)
- 21 SEALED FLOOD FLAP FOR CISTERN OVERFLOW AS SPECIFIED (SEE EXTERIORS, SECTIONS AND DETAILS) DISCHARGE ONTO POURED CONCRETE SPLASH BLOCK (SEE SITE PLAN SHEET A2-1)
- 22 ALTERNATE INFLAMMABLE WASTE TRAP LOCATION WITH ALTERNATE DEEP SEWER LINE - SEE KEYNOTE 1 AND SPECIFICATION FOR ADDITIONAL INFORMATION
- 23 STORM SEWER PIPE (ROOF AND TERRACE DRAINS) - SEE SHEET A4-2 AND A2-4



LOWER LEVEL PIPING AND FLOOR PITCH PLAN

SCALE: 1/8" = 1'-0"

PLAN SYMBOLS:

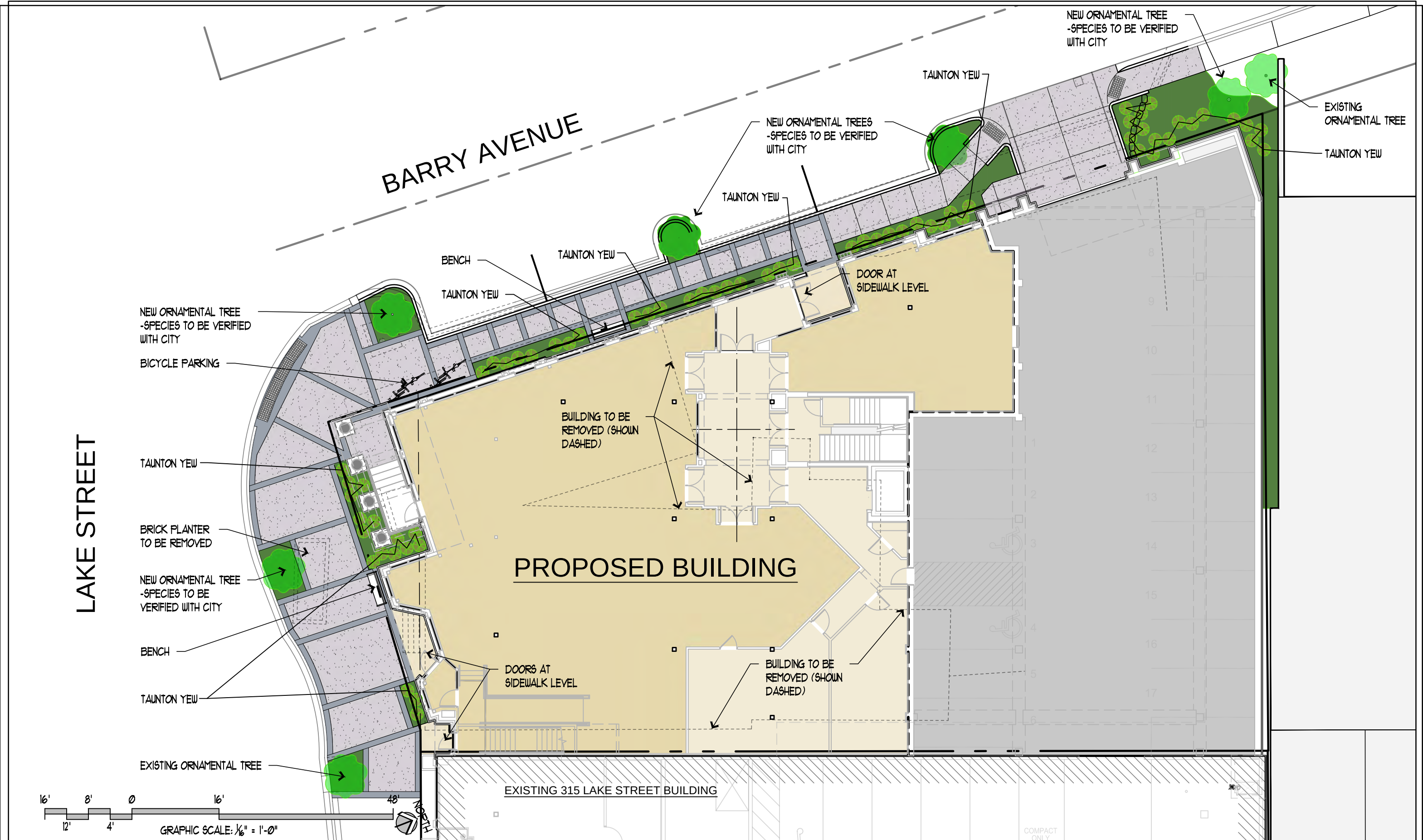
- ① INDICATES KEYNOTE NUMBER (SEE FLOOR PLAN KEYNOTES)
- 98.3' INDICATES TOP OF FLOOR SLAB ELEVATION

BRUCE W. SCHMITT & ASSOCIATES P.A.
 320 MANITOBA AVENUE, SOUTH
 WAYZATA, MINNESOTA 55391
 Phone: (952)476-6222 Fax: (952)476-6228
 www.BRUCEWSCHMITT.com

COMMERCIAL BUILDING:
 305 LAKE STREET EAST
 WAYZATA, MINNESOTA

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of Minnesota.
 Date: MARCH 18, 2019 Reg. No.: 14549

SHEET NO
 A3-2
 OF



LAKE STREET

BARRY AVENUE

PROPOSED BUILDING

EXISTING 315 LAKE STREET BUILDING

NEW ORNAMENTAL TREE
-SPECIES TO BE VERIFIED
WITH CITY

EXISTING
ORNAMENTAL TREE

TAUNTON YEW

TAUNTON YEW

NEW ORNAMENTAL TREES
-SPECIES TO BE VERIFIED
WITH CITY

TAUNTON YEW

BENCH

TAUNTON YEW

TAUNTON YEW

DOOR AT
SIDEWALK LEVEL

NEW ORNAMENTAL TREE
-SPECIES TO BE VERIFIED
WITH CITY

BICYCLE PARKING

TAUNTON YEW

BRICK PLANTER
TO BE REMOVED

NEW ORNAMENTAL TREE
-SPECIES TO BE VERIFIED
WITH CITY

BENCH

TAUNTON YEW

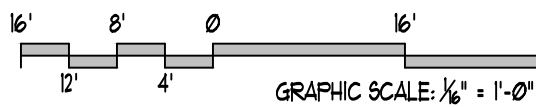
EXISTING ORNAMENTAL TREE

BUILDING TO BE
REMOVED (SHOWN
DASHED)

BUILDING TO BE
REMOVED (SHOWN
DASHED)

DOORS AT
SIDEWALK LEVEL

COMPACT
ONLY



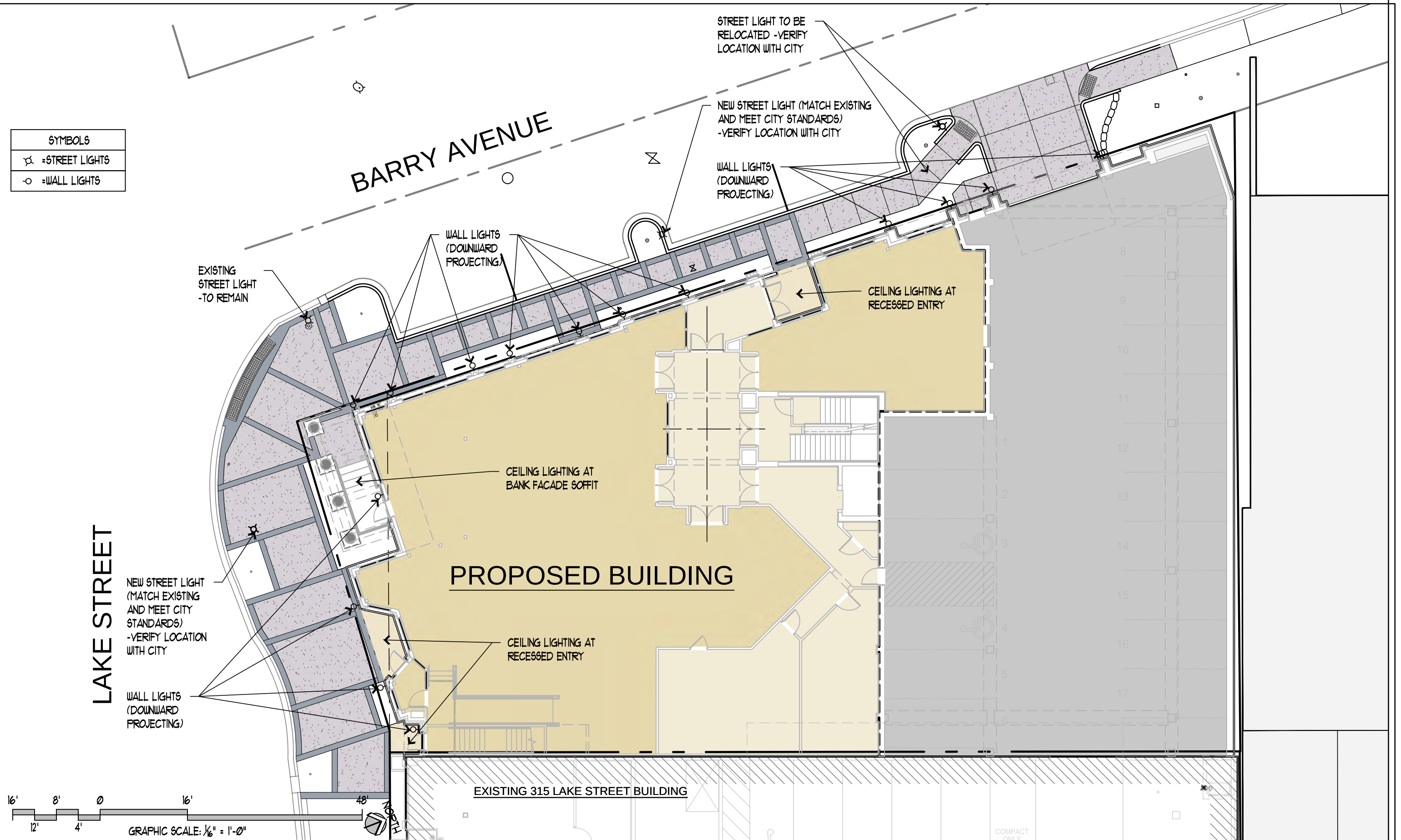
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WAYZATA, MINNESOTA 55391
(952)436-6222
ARCHITECTS

305 LAKE STREET EAST
WAYZATA, MINNESOTA

LANDSCAPE PLAN

REVISED NOVEMBER 14, 2018
REVISED SEPTEMBER 24, 2018
REVISED SEPTEMBER 7, 2018
JUNE 27, 2018

SYMBOLS	
	=STREET LIGHTS
	=WALL LIGHTS

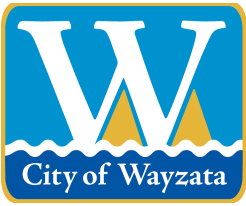


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 ARCHITECTS

305 LAKE STREET EAST
 WAYZATA, MINNESOTA

SITE LIGHTING PLAN

REVISED NOVEMBER 14, 2018
 SEPTEMBER 24, 2018



City of Wayzata City Council Agenda Report

MEETING DATE: May 21, 2019	AGENDA ITEM: 7.h.
TITLE: Approval of Joint Powers Agreement for Lake Minnetonka Area SWAT Team	
PROPOSED MOTION: To Approve a Joint Powers Agreement between Police Departments in Wayzata, Orono, South Lake Minnetonka, Minnetrista, and West Hennepin for organization and oversight of the Lake Minnetonka Area SWAT Team	
PREPARED BY: Mike Risvold, Police Chief	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the Joint Powers Agreement.

FINANCIAL OR BUDGET CONSIDERATION:

There is no additional direct impact to the General Fund Budget as a result of this agreement.

BACKGROUND:

The police departments of Wayzata, Orono, South Lake Minnetonka, West Hennepin, and Minnetrista have jointly collaborated to operate a Emergency Response Unit, or SWAT Team, for approximately the past 10 years. In working with the League of Minnesota Cities, it was recommended the relationship be formalized through a Joint Powers Agreement (JPA). JPA's from other SWAT teams served as a starting point, with the final draft created specific to the operations of the Lake Minnetonka Area SWAT Team.

This agreement, which any member may withdraw as long as it provides a 30-Day notice, was vetted through city attorneys representing each entity, including Wayzata. It has been approved to date by the governing bodies representing Orono, West Hennepin, and South Lake Minnetonka Police Departments.

ATTACHMENTS:

1. Lake Minnetonka SWAT JPA - 3-19-19

JOINT POWERS AGREEMENT
LAKE MINNETONKA SWAT TEAM
~~COUNTY AND CITIES~~ WITHIN HENNEPIN SCOTT COUNTY MINNESOTA

This Joint Powers Agreement (“Agreement”), dated this first day of ~~March 4~~May~~January~~, 2019, is entered into by and between the West Hennepin Public Safety Department, a Minnesota Joint Powers Police Department providing police services to the City of Maple Plain and the City of Independence, the Orono Police Department providing police services to the City of Orono, City of Mound, City of Navarre, City of Spring Park, and City of Minnetonka Beach, the Wayzata Police Department providing police services to the City of Wayzata and the City of Long Lake, ~~t~~The Minnetrista Police department providing police services to the City of Minnetrista and the City of St. Bonifacius, and South Lake Public Safety Department, a Minnesota Joint Powers Police Department providing police services to the City of Excelsior, City of Greenwood, City of Shorewood and the City of Tonka Bay. The parties listed above shall hereinafter be referred to collectively as the “Members” of the Lake Minnetonka SWAT Team (“LMST”).

WHEREAS, the Members are entering into this Agreement to establish, equip and operate an organization to coordinate their efforts to develop and provide a joint response to critical incidents or high-risk situations in their jurisdictions where there is a risk of criminal violence, through the use of negotiations and specialized tactics; and,

WHEREAS, this Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes Section 471.59; and,

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

**SECTION I
GENERAL PURPOSE**

1.1 The purpose of this Agreement is to establish an organization, the LMST, to jointly and cooperatively coordinate efforts to develop and provide a response to critical incidents or high risk situations where there is a risk of criminal violence occurring within the jurisdictions of the Members of the LMST.

**SECTION II
ORGANIZATION**

2.1 Governing Board. The “Governing Board” (or “Board”) of the LMST shall consist of the following: The Chief Law Enforcement Officer for each public safety entity listed above, all of whom shall have voting rights, and the Team Commander and Assistant Team Commander, neither of whom have voting rights.

A. All appointees to the Governing Board shall be full-time peace officers employed by the appointing Member.

- B. Resolutions or other documentation of the appointments shall be filed with each Member's records department.
- C. Appointees to the Governing Board shall not be deemed to be employees of the LMST and shall not be compensated by the LMST for their services.

2.2 Duties of the Governing Board.

- A. The Governing Board shall develop and adopt policies and procedures for the LMST.
- B. The Governing Board shall coordinate information between the Members and the LMST.
- C. The Governing Board shall appoint and supervise a Team Commander and Assistant Team Commander of the LMST. The Team Commander and the Assistant Team Commander shall be employees of the Members and shall remain employees of the employing Members. Appointments of the Team Commander and Assistant Team Commander shall require the concurrence of the employing Member's Chief Law Enforcement Officer. The appointment of an individual as Team Commander pursuant to this Agreement shall not obligate the appointing Member to pay to its employee so appointed either supervisory or other premium pay.

2.3 Powers of the Governing Board:

- A. The Governing Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment to its duties and enforce such contracts to the extent available in equity or at law, except that the Governing Board shall not enter into any contract the term of which exceeds one (1) year. No payment of any invoice shall be authorized unless approved by at least three of the five voting members of the Governing Board. The Team Commander shall report any invoice payments made to the Governing Board at its next meeting.
- B. The Governing Board may contract with any Member to provide budgeting and accounting services necessary or convenient for the Governing Board. Such services may include, but are not limited to: management of funds, payment for contracted services and other purchases, and necessary book-keeping and record keeping.
- C. The Governing Board shall disburse funds in a manner which is consistent with this Agreement and, if applicable, with the method provided by law for the disbursement of funds by the Member under contract to provide budgeting

and accounting services.

- D. The Governing Board may apply for and accept gifts, grants or loans of money or other property (excluding real property) or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.
- E. The Governing Board must obtain and maintain liability insurance in amounts not less than the statutory liability limits established under Minnesota Statutes Chapter 466 and may obtain other insurance it deems necessary to insure the LMST, the Governing Board, its members and employees of the Members for actions arising out of this Agreement. Employees of –Members who respond to a request for assistance will be deemed to be taking actions pursuant to this Agreement from the time they commence traveling to the location where assistance is required until the time the Team Commander or his/her designee makes the decision to recall the team.
- F. All powers granted herein shall be exercised by the Governing Board in a fiscally responsible manner and in accordance with the requirements of law.
- G. The Governing Board may cooperate with other federal, state and local law enforcement agencies to accomplish the purpose for which it is organized.

2.4 Terms. Appointees to the Governing Board shall serve at the pleasure of the appointing Member and may be removed only by the appointing Member.

2.5 Meetings. The Governing Board shall have regular quarterly meetings. Special meetings may be held by giving reasonable notice to all Members. The presence of a simple majority of the Governing Board members shall constitute a quorum. In the event that a Member's appointee to the Governing Board is unable to attend a meeting, the chief law enforcement officer of that Member may assign, in writing, an alternate to attend the meeting. That alternate shall maintain all voting rights of the Member's appointee during that meeting and his/her presence shall count toward the calculation of a quorum.

2.6 Voting. Each Board Member shall have one (1) vote at any meeting of the Governing Board. Except for alternates assigned by a chief law enforcement officer pursuant to Section 2.5, proxy votes are not permitted. The Governing Board shall function by a majority vote of Board Members or alternate Members present, provided that a quorum is present.

2.7 Organizational Structure.

- A. The Governing Board shall supervise the Team Commander and Assistant Team Commander as well as the overall operations of the LMST.
- B. The Team Commander, appointed by the Governing Board, shall direct and supervise the implementation of the operational directivess of the Governing Board LMST. The Team Commander shall be assisted by the Assistant Team Commander ~~a Team Leaders~~, also appointed by the Governing Board.
- C. Except in situations in which an emergency prohibits such collaboration, the Team Commander and/or Assistant Team Commander shall consult with the chief law enforcement officer of the agency which provides law enforcement services to the jurisdiction in which a critical event or high-risk situation is occurring and the LMST has been summoned. The chief law enforcement officer of the applicable jurisdiction shall maintain full operational authority over the scene of a critical incident or high-risk situation in that jurisdiction. However, in the event of a conflict between any directive given to the LMST by the Governing Board and one given by a chief law enforcement officer with jurisdictional authority, the directives of the Governing Board shall control.

2.8 Additional Members. Other entities may join the LMST and become a member upon approval by the Governing Board and execution of an amendment to this Agreement.

SECTION III BUDGET AND FINANCE

3.01 By April 30th of each year the Governing Board shall prepare and adopt a budget for the following calendar year and may amend the same from time to time. Each Member shall have a line item in its own budget dedicated to the LMST.

3.02 The Members intend to fund the LMST through annual contributions paid by each Member. The Governing Board shall establish the contribution amount by May 31st of the year prior to the year when the contribution is payable, in order to make certain that each Member city council and the County Board include the contribution amount in their adopted budgets.

3.03 All LMST funds shall be accounted for according to generally accepted accounting principles. A report on all receipts and disbursements shall be forwarded by the Team Commander to the Members quarterly and on an annual basis.

SECTION IV EQUIPMENT AND PROPERTY

4.01 Equipment provided by a Member pursuant to the Agreement shall remain under the direction and control of that Member and under the tactical control of the licensed peace officer in command of the scene of the jurisdiction to which assistance is being provided. All individually owned property brought into the LMST, or to the scene of an incident where the LMST is deployed, shall remain the property of that Member. Any property purchased or obtained through the 1033 Grant Program shall remain the property of the LMST. In the event the LMST is disbanded, the remaining property owned by the LMST shall be distributed equally, or sold with the proceeds distributed equally, or property obtained by the 1033 program will be returned to the current members of this Agreement.

4.02 Each Member shall be responsible for damage to or loss of its own equipment occurring during deployment of the LMST. Each Member waives the right to sue the LMST and any other Member for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Member or its officers, employees or agents.

4.03 A standard individual uniform and equipment list shall be established by the Governing Board. LMST personnel shall be uniformed and equipped by their Member agency. The costs for individual uniform and equipment items shall be incurred by the Member's agency and not the LMST. Individual uniform and equipment costs shall not be part of the LMST budget.

SECTION V EMPLOYEES

5.01 Workers Compensation. Each Member shall be responsible for injuries to or death of its own employees in conjunction with services provided pursuant to the Agreement. Each Member shall maintain workers' compensation coverage or self-insurance coverage, covering its own personnel while they are providing assistance as a member of the LMST. Each Member to this Agreement waives the right to sue any other Member for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Member or its officers, employees or agents.

5.02 Any employee of a Member responding to a critical incident or high-risk situation where the LMST is involved shall not be considered to be an employee of the LMST. The employee shall remain an employee of the Member that has assigned him or her to the LMST and shall be paid by that Member, not the LMST. Governing Board members also shall not be considered to be employees of the LMST. Governing Board members shall be paid by the appointing Member, not the LMST.

5.03 Employees of Members responding to a critical incident or high-risk situation where the LMST is involved will work cooperatively with other Members' employees. Assigned officers acting under this Agreement in the jurisdiction of another Member are acting in the line of duty and in the course of employment and are authorized to exercise the powers of a peace officer therein.

5.04 The Member dispatching the employee shall furnish the employee with a weapon and a vehicle to be used on duty by that employee and pay any lease/loan payments, insurance, maintenance and operating costs for the vehicle.

SECTION VI INDEMNIFICATION

6.01 The LMST shall defend and indemnify Members for any claims arising out of actions taken by the Governing Board, its Board members, team commanders or assistant team commanders pursuant to this Agreement. The LMST shall defend and indemnify the employees of any Member acting pursuant to this Agreement except for any act or omission for which the employee is guilty of malfeasance, willful neglect of duty, or bad faith. This Agreement to defend and indemnify does not constitute a waiver by the LMST or any Member of the limitations on liability provided by Minnesota Statutes Chapter 466. In no event shall the statutory limits provided for in Minnesota Statutes Chapter 466 be aggregated to make each Party liable beyond the statutory limits.

SECTION VII DURATION, DISSOLUTION OF THE AGREEMENT

7.01 Dissolution. This Agreement shall remain in full force and effect unless a majority of the Members' governing bodies vote in favor of dissolution, if dissolution is necessitated by operation of law as a result of a decision by a court of competent jurisdiction, or when a majority of remaining Members agree to terminate the Agreement upon a date certain.

7.02 Withdrawal. Any Member to this Agreement may terminate its participation in this Agreement upon thirty days written notice to the Governing Board. No refund will be made by

the LMST of the annual contribution paid by the withdrawing Member. Withdrawal by any Member shall not terminate this Agreement with respect to any Members who have not withdrawn. Withdrawal shall not discharge any liability incurred by any Member prior to withdrawal. Such liability shall continue until discharged by law or agreement.

7.03 Effect of Termination. Termination shall not discharge any liability incurred by the LMST or by the Members during the term of this Agreement. Upon termination of this Agreement and after payment of all outstanding obligations, property, equipment or surplus money held by the LMST shall be disbursed as follows:

- A. Any individually-owned property and equipment brought into the LMST by
By a Member remains the property of that Member; and
- B. Any remaining property, equipment and any surplus money owned by the
LMST shall be distributed equally to the current Members.

SECTION VIII AMENDMENT

8.01 Modification. This Agreement sets forth all understandings of the Members. All prior agreements, understandings, representations whether consistent or inconsistent, verbal or written, concerning this Agreement, are merged into and superseded by this written Agreement. No modification or amendment to the Agreement shall be binding on any Member unless each Member agrees in writing to the proposed change or amendment.

8.02 Submittal. Any member wishing to submit an amendment to this Agreement shall do so by submitting a written proposal to the Governing Board at a regularly scheduled or special meeting. The Governing Board shall forward the proposed amendment, with a recommendation, to each Member, within ninety days of receipt of the proposed amendment.

8.03 Response to Proposed Amendment. Each Member agency shall respond to a proposed amendment within sixty days of receipt from the Governing Board. If no response is received from any Member, the amendment is deemed to be rejected.

IN WITNESS WHEREOF, the parties have caused this Joint Powers Agreement to be duly executed, the day and year first above written, intending to be bound thereby.

WEST HENNEPIN PUBLIC SAFETY DEPARTMENT

By: _____
Marvin Johnson, Chair
West Hennepin Police Commission

Gary Kroells
Director of Public Safety

Date: _____, 2019

Date: _____, 2019

CITY OF ORONO

By: _____
Dennis Walsh
Mayor, City of Orono

Correy Farniok
Orono Police Chief

Date: _____, 2019

Date: _____, 2019

CITY OF WAYZATA

By: _____
Ken Willcox
Mayor, City of Wayzata

Mike Risvold
Wayzata Police Chief

Date: _____, 2019

Date: _____, 2019

CITY OF MINNETRISTA

By: _____
Lisa Whalen
Mayor, City of Minnetrista

Paul Falls
Minnetrista Police Chief

Date: _____, 2019

Date: _____, 2019

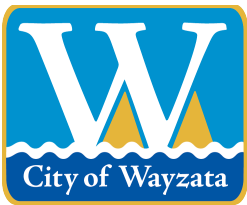
SOUTH LAKE MINNETONKA POLICE DEPARTMENT

By: _____
Mayor Gerry De La Vega, Committee Chair
South Lake PSD Coordinating Committee

Mike Meehan
South Lake Police Chief

Date: _____, 2019

Date: _____, 2019



City of Wayzata City Council Agenda Report

MEETING DATE: May 21, 2019	AGENDA ITEM: 7.i.
TITLE: Approval of 2019 Outdoor Sidewalk Cafe Permit for The Dough Room	
PROPOSED MOTION: To Approve the 2019 Outdoor Sidewalk Cafe Permit for The Dough Room	
PREPARED BY: Nick Kieser, Assistant Planner	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the 2019 Outdoor Sidewalk Cafe Permit for The Dough Room.

FINANCIAL OR BUDGET CONSIDERATION:

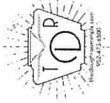
Aside from permit fees, the 2019 Outdoor Sidewalk Cafe Permits should not have any impact on the City's 2019 General Fund Budget.

BACKGROUND:

The Dough Room has applied for an annual renewal of their Outdoor Sidewalk Cafe Permit. The plans meet all the ordinance requirements pertaining to sidewalk cafes.

ATTACHMENTS:

1. Plans



THE DOUGH ROOM
300 SUPERIOR BLV.
WAYZATA, MN 55319

SIDEWALK SEATING PERMIT PLAN

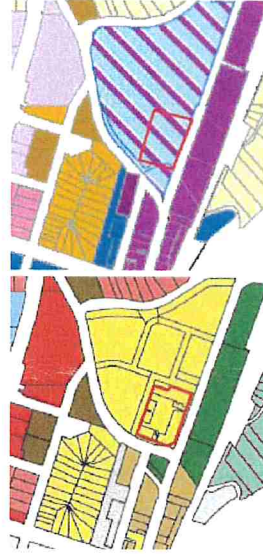
4/05/2019

A001

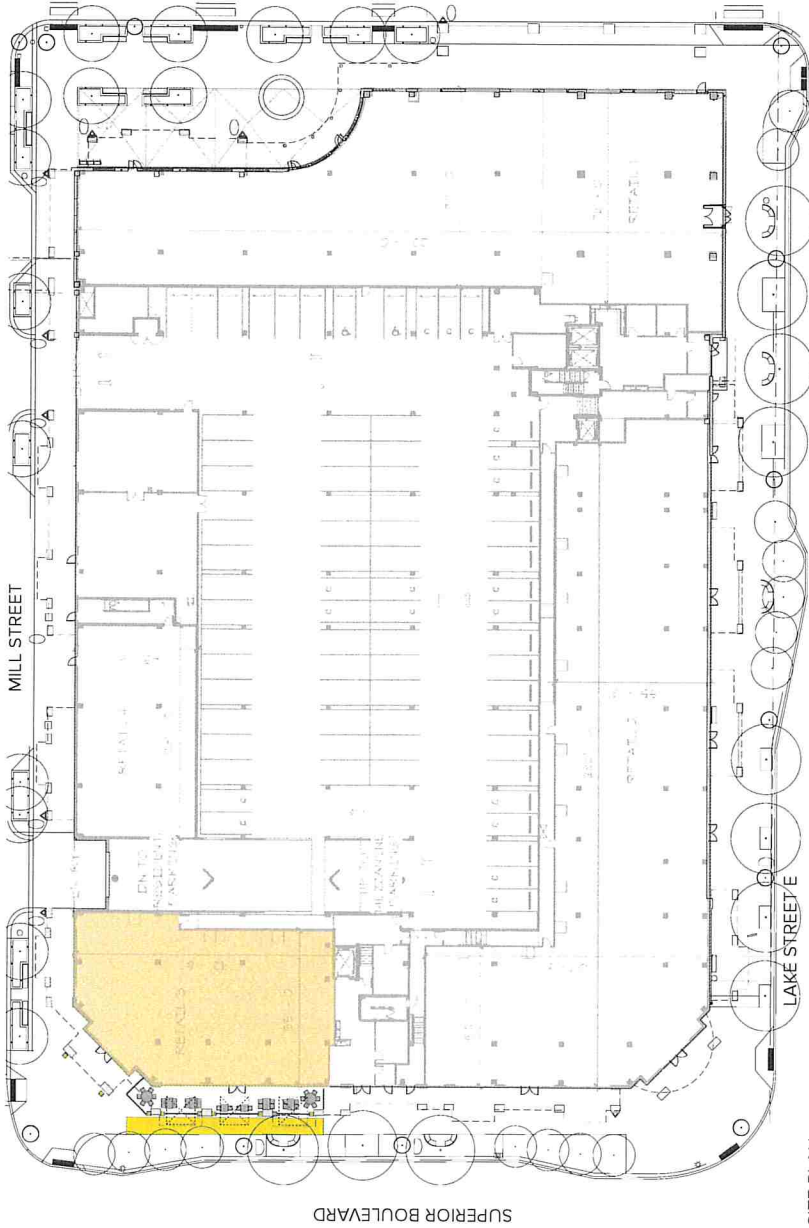


Public Planned Unit Development
PUD District
Snowland Overlay District
The property is in the Promenade of Wayzata development

AERIAL SITE PHOTO NTS

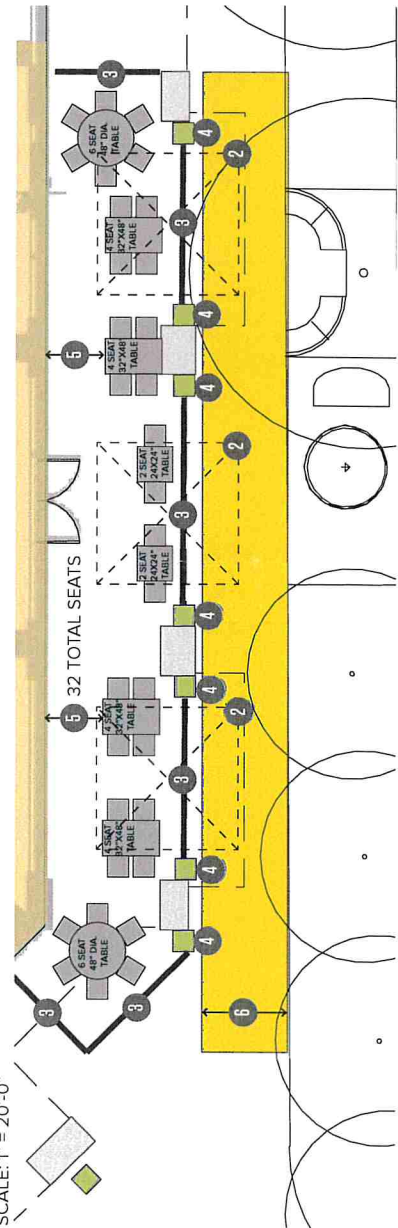


North
South
East
West
Promenade of Wayzata
Promenade of Wayzata
Superior Blvd Municipal parking
PUD Planned Unit Development
PUD District
Snowland Overlay District
The property is in the Promenade of Wayzata development
Downtown Mixed Use District
Downtown Mixed Use District
Downtown Mixed Use District
NA Central Business District



SITE PLAN

SCALE: 1" = 20'-0"



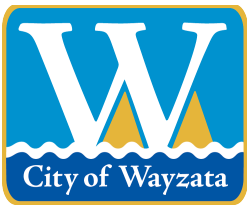
SEATING PLAN

SCALE: 1/4" = 1'-0"

ADJACENT LAND USES NTS

KEY NOTES

1. 8'-0" WIDE CLEAR PEDESTRIAN PATH
2. OVERHEAD UMBRELLA 8'-0" APF
3. FREE STANDING BARRIER
4. 15"X6" PLANTER
5. 42" CLEAR SERVER/CUSTOMER WALKWAY



City of Wayzata City Council Agenda Report

MEETING DATE: May 21, 2019	AGENDA ITEM: 7.j.
TITLE: Approval of 2019-2020 Assessing Contract with Southwest Assessing	
PROPOSED MOTION: To Approve the 2019-2020 Residential Assessor Contract with Southwest Assessing	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the residential assessing contract with Southwest Assessing for the 2019-2020 assessing year.

FINANCIAL OR BUDGET CONSIDERATION:

The base annual rate is proposed to increase by 4.7% to \$53,232. The requested increase is based on two factors; cost of living and an additional 39 parcels added to parcel total (Meyer Place and Wayzata Blu).

This amount is budgeted as its own category and is combined with commercial appraising services. Rather than have an internal assessing department, the City uses a contracts out for these services.

BACKGROUND:

Three years ago, the City utilized the services of Dan Distel for over a decade to provide residential assessing services. After soliciting bids through an RFP process in 2016, the City selected Southwest Assessing to take over the assessment of residential properties and lead the subsequent appeal process last Spring. Hennepin County is still utilized for assessing commercial properties.

ATTACHMENTS:

1. 2019 Residential Assessor Contract

INDEPENDENT CONTRACTOR AGREEMENT CITY ASSESSOR SERVICES

This contract (the “Agreement”) is made and entered into as of the first day of June 2019, by and between the City of Wayzata, Minnesota (the “City”), and Rolf Erickson Enterprises, Inc., (the “Contractor”), (collectively, the “Parties”).

WHEREAS, Contractor has been appointed assessor pursuant to Section 29(a) of the Wayzata City Charter; and

WHEREAS, the City and Contractor wish to confirm and memorialize certain terms related to Contractor’s appointment and the services Contractor will be rendering to the City in his capacity as assessor.

NOW THEREFORE, the City and Contractor agree as follows:

1. Appointment as Assessor; Scope of Services. The Contractor accepts the appointment as assessor for the City of Wayzata for all properties in the City, excluding commercial, industrial and apartment building properties. Contractor shall serve at the will of the City Council and shall perform such services as are customary and required of an assessor for the City of Wayzata under Minnesota law and the standards set forth by the Hennepin County Assessor’s Office, in accordance with the professional standards associated with the position.
2. Compensation. The City agrees to pay the Contractor the aggregate sum of fifty-three thousand two hundred thirty-two dollars (\$53,232.00) payable in twelve (12) monthly installments of four thousand four hundred thirty-six dollars (\$4,436) (see attached Schedule for Assessing). The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.
3. Costs. The City agrees to pay the Contractor for the cost of all materials and supplies used or purchased by the Contractor to perform the assessment services, which amount the Contractor agrees shall not exceed three thousand eight hundred forty-two dollars (\$3,842.00) during the term of this Agreement.
4. Term. This Agreement shall be in effect for one year, commencing on June 1, 2019 and ending on May 31, 2020 and may be renewed annually by May 31 of each year by mutual agreement.
5. Independent Contractor Relationship. It is expressly understood that the Contractor is an “independent contractor” and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at his own expense, all transportation, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, Contractor shall not be entitled to, nor will Contractor receive, insurance benefits, sick and vacation

leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits from the City.

6. Tax Exempt Property. This agreement shall not cover assessment of tax-exempt property within the City. During those assessment years in which tax-exempt values must be determined and submitted to Hennepin County, the City and Contractor shall negotiate a supplemental agreement for the provision of such service.
7. Insurance Requirements.
 - A. Liability. The Contractor agrees to have and maintain commercial general liability ("CGL") insurance, with a limit of not less than \$1,000,000 per occurrence. If the CGL insurance contains a general aggregate limit, the general aggregate limit shall be not less than \$2,000,000. The CGL insurance shall be issued by an insurance company acceptable to the City, and shall cover liability arising from the Contractor's operations for the City, including liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury and contractually assumed liability. The City shall be named as an additional insured under the Contractor's CGL policy, which coverage shall be primary coverage for the City. The Contractor acknowledges and agrees that coverage under the July, 2004 or April, 2013 additions of ISO Additional Insured Endorsement CG2010 is not acceptable, and if additional insured coverage is provided under ISO Additional Insured Endorsement CG2010, it will be provided under a pre-2004 edition of that endorsement.
 - B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$300,000, combined single limit.
 - C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
 - D. Professional Liability Insurance. The Contractor agrees to use commercially reasonable best efforts to obtain and maintain professional liability insurance that will provide coverage for the services provided by the Contractor under this Agreement, with limits of not less than \$1,000,000 per claim or occurrence, and \$1,000,000 in the aggregate.
 - E. Certificate of Insurance and Policy. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. In addition, the Contractor shall provide a copy of the additional insured provisions and/ or additional insured endorsements for the policies in a form acceptable to the City. The Certificate and required policies shall contain a provision that the coverage afforded under this Agreement will not be

cancelled or allowed to expire until at least 30 days prior written notice has been given to the City.

8. Indemnification. The Contractor agrees to defend and indemnify the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Contractor's ongoing operations for the City in the performance of his work under this Agreement.
9. Meeting Attendance. The Contractor will attend monthly meetings of all Hennepin County assessors, and additional "residential assessment" meetings, the annual "Assessment Information and Communication" meeting and other information sessions or training sessions offered by the Hennepin County Assessor's Office. The Contractor further agrees to attend the meetings of the Local Board of Appeal and Equalization and perform all necessary review appraisals.
10. General Provisions.
 - A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
 - B. Assignment. The Contractor may not assign this Agreement to any other party.
 - C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
 - D. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13.
 - E. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
 - F. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
 - G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile and scanned copies shall be deemed originals for all purposes.

[Signature Page Follows]

Accepted and Agreed To:

CONTRACTOR

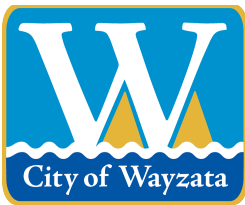
CITY OF WAYZATA

Rolf Erickson Enterprises, Inc.

By _____
Rolf Erickson, President

By _____
Jeffrey Dahl, City Manager

By _____
Ken Willcox, Mayor



City of Wayzata City Council Agenda Report

MEETING DATE: May 21, 2019	AGENDA ITEM: 8.a.
TITLE: Consider Approval of the Special Event Permit for Bellecour Bastille Day Event 2019	
PROPOSED MOTION: To Approve the Special Event Permit for Bellecour Bastille Day	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the Special Event Permit by Bellecour for the Bastille Day event to be held on Saturday, July 13, with the conditions stated on the permit.

FINANCIAL OR BUDGET CONSIDERATION:

In addition to the permit fee, per the terms of the Special Event permit application, the applicant is responsible to cover the costs of any traffic control devices and City personnel (Police, Fire, Public Works) that may be necessary to safely conduct the event.

BACKGROUND:

The Bellecour restaurant is proposing to host a Bastille Day celebration on Saturday, July 13, 2019 from 11:00 AM to 4:00 PM.

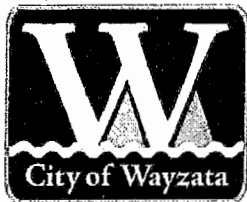
The applicant is requesting to close a portion of Mill Street, behind their restaurant, to hold the event. This closure would impact approximately 26 parking stalls. The closure would be put in place on Friday, June 12 at 6:00 PM and picked up on Sunday, June 14. During the closure, access directly through Mill Street would not be allowed, however, access to the entire parking lot would be open via the Mill Street Parking Ramp. Additionally, any on-street parking not impacted by the closure, would be available the the public.

Per the Special Event application process, events that require closure of City streets and/or intend to use the City sidewalks require approval by the City Council.

The applicant will be required to provide insurance, as detailed in the application instructions, finalize a detailed traffic plan, and provide notice to the impacted properties at least two weeks prior to the event.

ATTACHMENTS:

1. Special Event Permit Application - Bellecour Bastille Day
2. Map - Tent Location
3. Traffic Control Map
4. Certificate of Insurance



2019 Special Event Permit Application

299 Wayzata Blvd. W.
Wayzata, Minnesota 55391
952-404-5363 (office)

PAYMENT PROCESSING ONLY

Deposit Required: ☐ Yes ☐ No

Amount: \$250.00

Date Paid: _____

☒ Check ☐ Credit Card

☐ Cash Receipt #: _____

Permit Application shall be completed online and submitted electronically.

Special Event Permit Fees can be found on page 3.

Any application submitted after the application deadline will be charged a \$100 late fee.

Event Name: Bastille Day at Bellecour Date of Event: Saturday, July 13th

Area of City in Which Event Will Take Place Bellecour patio and parking lot behind

Estimated Attendance: 200-250

Type of Event: ☐ Parade ☐ Private Party ☒ Festival ☐ Run/Walk ☐ Sporting Event
☐ Valet Parking (Fill in Page 4) ☐ Other Explain: _____

Event will include (check all that apply):

☐ Bicycles ☐ Animals ☐ Motor Vehicles* ☐ Other Vehicles ☐ Floats ☒ Pedestrians/Runners
☒ Live Music ☐ Amplified Audio ☒ Tent** ☒ Food** ☒ Beer/Wine/Liquor**

* Number of Vehicles Expected: 0 (Motor Vehicles are vehicles powered by a motor of any kind)

** Additional Permit or License may be required (i.e.- Special Event Food Stand, Tent, Alcohol)

Traffic Control Personnel Provided by Whom: _____

Delineation Equipment (Barricades, Signs, Traffic Cones, No Parking Signs, etc.) Provided by Whom:
Warning Lites

Event Location (check one): ☐ Private Property ☐ Public Property ☒ Combination – Public/Private

Street(s) to Be Closed: (A map showing the specific route or area to be closed must be attached):
Mill Street

Date(s) and/or Time(s) - Give Details Below			
Day	Date	Start Time	End Time
Saturday	7/13	11:00 AM	4:00 PM

Insurance Carrier for Event: A certificate of insurance naming the city as an additional insured must be submitted 10 days before the event. Amount of insurance required is \$1,000,000 (one million dollars).

Name of Insurance Carrier & Policy Number: Acord A464878

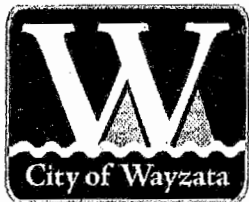
Event Organizer (Person Responsible for Duties of Permit Holder)

Full Name Kylie Purtell Daytime Phone 612-249-7703

Address 221 First Street North Suite 225B Cell Phone 605-212-8276

City Minneapolis State MN Zip 55401

Title Private Events Manager Email kpurtell@staysoigne.com



2019 Special Event Permit Application

299 Wayzata Blvd. W.
Wayzata, Minnesota 55391

Organization Information:

Name Bellecour Phone 952-444-5200
Address 739 Lake Street East Fax _____
City Wayzata State MN Zip 55391

By electronically signing (or typing) your name below, applicant is acknowledging that all information provided is true and correct and that applicant will abide by all conditions of the permit, if approved.

X Signature of Applicant: Kylie Purtell Date: 4/25/19

PERMIT CONDITIONS—ADDITIONAL EVENT INFORMATION

The maximum number of persons which the applicant shall permit to the event at any time is not to exceed the maximum number which can reasonably assemble at the location of the event.

Request for temporary closing of streets or partial closing of traffic lanes:
(Be specific. Give location and time of closings). Show on map if possible.

Mill Street. See map.

Plans for fencing the location of the event, if necessary, and the location of gates contained in such fence.
Show on map if possible.

No fencing necessary.

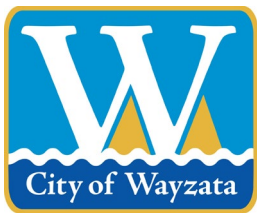
Plans for parking vehicles, including size and location of lots, points of highway access and interior roads including routes between highway access and parking lots. Show on map if possible.

Parking can happen as usual in the parking ramp, and in the lot except for the small area directly behind the restaurant.

Plans for clean-up of litter and waste materials:

We will have 10 trash and recycling bins throughout the event space, and will do a thorough cleaning after the event.

[Click Here to Submit Permit](#)



2019 Special Event Permit Application

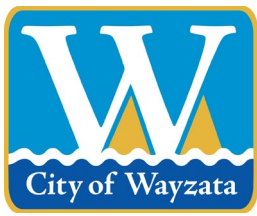
299 Wayzata Blvd. W.
Wayzata, Minnesota 55391

PERMIT FEE SCHEDULE

Permit Level and Description <i>A Separate Application is Required for Each Event</i>	Application Deadline	Authorization Required				Local Fee Per Event	Non Local Fee Per Event
		CITY COUNCIL	PUBLIC WORKS	FIRE DEPT	POLICE DEPT		
Events on City Property - Level 1 (other than City Parks) 20-50 participants & spectators - Minimum disruption - Valet Parking-Three Parking Stalls Max. - No road closures-May require No Parking Sign postings - Includes small events that use City Sidewalks	Ten business days	No	Yes	Yes	Yes	\$150	\$200
Events on City Property - Level 2 50-500 participants & spectators - One day event or events that are multiple days that do not leave anything on City property overnight - Road/Sidewalk closures/traffic control may be required - Limited City services needed - Pre-event meeting required	30 days	No	Yes	Yes	Yes	\$250	\$500
Events on City Property - Level 3 - Over 500 participants & spectators - Multiple day event that keeps apparatuses on City property overnight - Road closures/traffic control may be required - Pre-event meeting required	60 days	*Yes	Yes	Yes	Yes	\$1,500	\$3,000
Wayzata Chamber of Commerce Annual Community Events - Level 3a - Over 500 participants & spectators - Multiple day event that keeps apparatuses on City property overnight - Road closures/traffic control may be required - Pre-event meeting required	60 days	*Yes	Yes	Yes	Yes	\$600	N/A
Events on Private & City Property Under 500 participants & spectators	15 days	No	Yes	Yes	Yes	\$200	N/A
Events on Private Property (meets any Step 1 requirements)	10 days	No	Yes	Yes	Yes	\$100	N/A
Events in City Parks	10 days	No	Yes	Yes	Yes	\$150	N/A
Athletic Event that Uses City Streets & Public Parking Lots/Under 200 participants & spectators Pre-event meeting is required	30 days	*Yes	Yes	Yes	Yes	\$250	\$500
Athletic Event that Uses City Streets & Public Parking Lots/Over 200 participants & spectators Pre-event meeting is required	60 days	*Yes	Yes	Yes	Yes	\$500	\$1,000
Street and/or Sidewalk Closure - Events that require the closure of Streets or hold their event on City sidewalks - Pre-event meeting required	60 days	*Yes	Yes	Yes	Yes	\$250	\$500
Parades	60 days	*Yes	Yes	Yes	Yes	\$500	\$1,000

*Special Events listed on page five (5) are excluded from annual authorization by the City Council.

Any application that is submitted after the application deadline will be charged a \$100 late fee.



2019 Special Event Permit Application

299 Wayzata Blvd. W.
Wayzata, Minnesota 55391

FOR CITY USE ONLY:

ROUTING APPROVAL (Department Head or Designee)

Public Works: _____	☐ Approved ☐ Denied	Cost Estimate: _____
Police Dept.: _____	☐ Approved ☐ Denied	Cost Estimate: _____
Fire Dept.: _____	☐ Approved ☐ Denied	Cost Estimate: _____

Application: SE 2019- 20 Liability Insurance Certificate Received (Date): Attached

Map of Route or Area Approved By: _____

Special Events Permit Approved by: _____

City Manager or Authorized Dept. Head

Date of Approval: _____

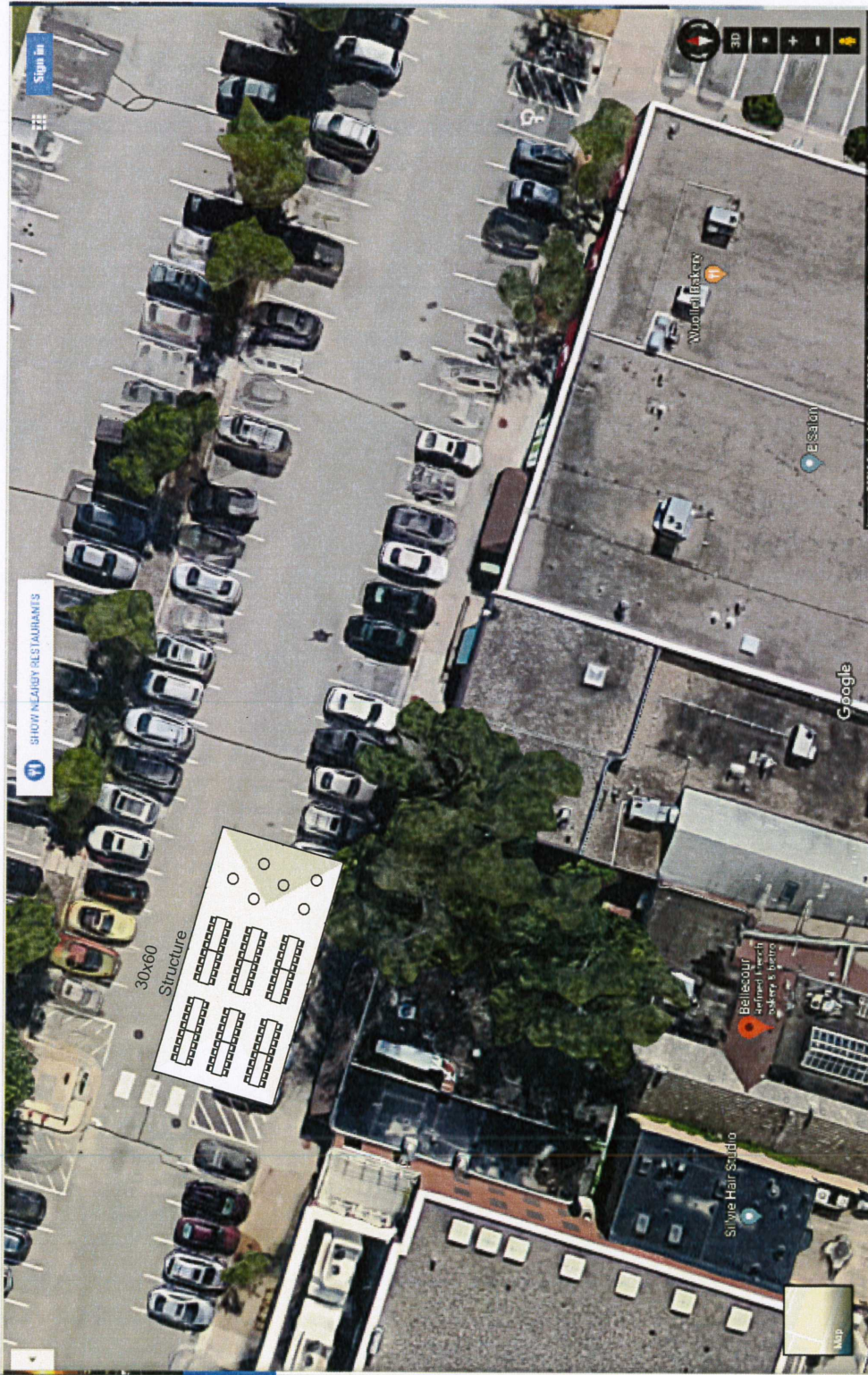
COMMENTS

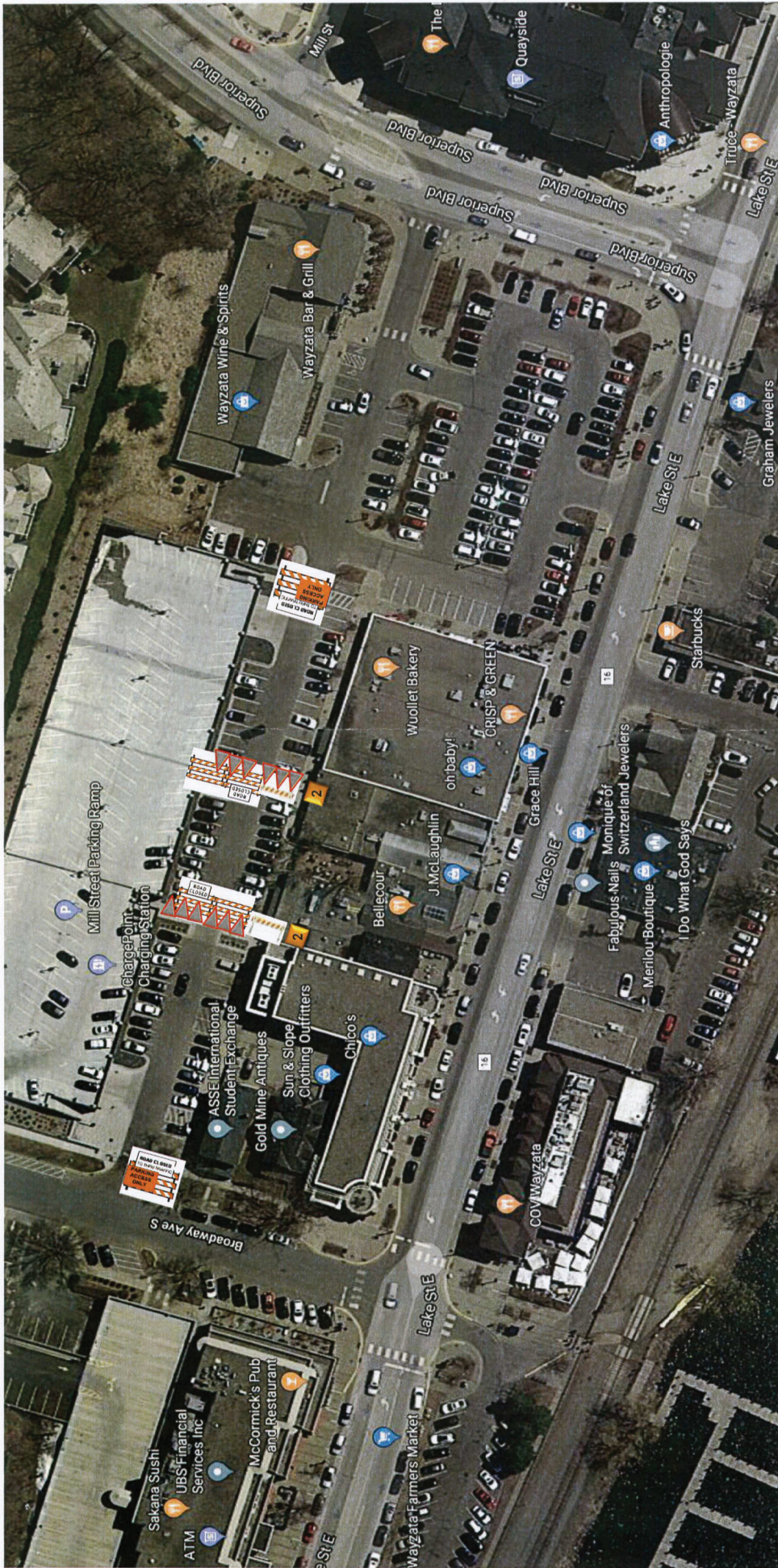
CONDITIONS OF APPROVAL

1. Access to parking ramp and other on-street spaces shall be made available at all times.
2. Walkway from parking ramp to "Public Walkway" in 701 Lake Street shall be open at all times.
3. Applicant will responsible for all traffic control (setup, removal, payment).
4. Road closure and tent shall be removed by noon on Sunday, July 14.
5. Applicant will secure appropriate tent permit.
6. Applicant shall secure appropriate temporary food and liquor licensing for expanded event area.

***Special Events listed below are excluded from annual authorization by the City Council.**

- | | |
|--|-------------------------------|
| • Wayzata Chilly Open | • Tour de Tonka Bike Ride |
| • Lake Minnetonka Half Marathon | • Wayzata JJ Hill Days |
| • Wayzata Art Experience | • RBA JJ Hill Days Concerts |
| • 4 th of July Flying Pancake Breakfast | • Wayzata's Homecoming Parade |
| • Wayzata's Annual Kiddie Parade | • Wayzata Tree Lighting Event |





BELLECOUR

Bellecour Bastille Day 2019
Saturday, July 13
Wayzata

Friday 6pm- Close Mill Street
Saturday 8am- Set PDI Blocks
##-##PM: Event hours
##PM: WL to takeover

Equipment List

- 6- Type III Barricades
- 2- Road Closed Plates
- 2- Road Closed to Thru Traffic
- 2- Parking Access Only
- 6- Parade Boards
- 22- PDI Blocks

PARKING
ACCESS
ONLY

Heavy Equipment Specifications
Mill St between Superior and
Broadway

- 77 feet building-to-building
- 20- PDI Blocks (10 on each side)
- 5 foot gaps
- NO emergency lane



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Advance Insurance Agency 5241 Viking Drive Ste 200 Edina MN 55435		CONTACT NAME: Rollie Logan PHONE (A/C, No, Ext): (952) 831-1928 FAX (A/C, No): (952) 831-0572 E-MAIL ADDRESS:	
INSURED Bellecour LLC 739 Lake St E Wayzata MN 55391-1712		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15350 18988	

COVERAGES

CERTIFICATE NUMBER: Master 18-19

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		A464878	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Limited Fungi, Wet or Dry Rot, or Br \$ 50,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			A464878	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			A464878	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			A464878	07/01/2018	07/01/2019	Per Occurrence \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REVISED.

Liquor Liability is continuous until cancelled.
The GL/LL policy includes coverage for the sidewalk cafe and for valet parking. A 10 Day Notice of Cancellation applies for non-payment of premium.
City of Wayzata is included as additional insured on the General Liability.

CERTIFICATE HOLDER

info@alcoholcomplianceservice

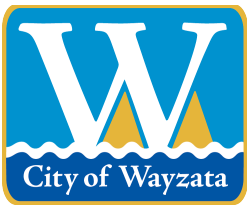
City Clerk
City of Wayzata
600 Rice St E
Wayzata, MN 55391

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ralph Logan III/L174



City of Wayzata City Council Agenda Report

MEETING DATE: May 21, 2019	AGENDA ITEM: 8.b.
TITLE: Consider Approval of the Special Event Permit for McCormick's St. Patrick's Day Event 2020	
PROPOSED MOTION: To Approve the Special Event Permit for McCormick's St. Patrick's Day Event	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the Special Event Permit by McCormick's for their St. Patrick's Day event to be held in March of 2020 subject to any recommended conditions by staff.

FINANCIAL OR BUDGET CONSIDERATION:

Per the terms of the Special Event permit application, the applicant is responsible to cover the costs of any traffic control devices and city personnel (Police, Fire, Public Works) that may be necessary to safely conduct the event.

BACKGROUND:

The McCormick's restaurant is proposing to modify their event that is annually held around St. Patrick's Day.

The applicant is requesting to close a portion of Broadway Avenue South, between Mill Street and Lake Street, to hold their event. The closure would be put in place on Friday at noon and picked up on Monday by 8:00 AM. During the closure access on Broadway Avenue would not be allowed, however, access to the Mill Street Parking Ramp would continue.

Per the Special Event application process, events that require closure of City streets and/or intend to use the City sidewalks require approval by the City Council.

The applicant will be required to provide insurance, as detailed in the application instructions, finalize a detailed traffic plan, and provide notice to the impacted properties at least two weeks prior to the event.

ATTACHMENTS:

1. 2019 Special Event Permit - McCormick's St. Patrick's Day
2. 2019 Approved Event Location Map
3. 2020 Proposed Event Location Map



2019 Special Event Permit Application

299 Wayzata Blvd. W.
Wayzata, Minnesota 55391
952-404-5363 (office)

PAYMENT PROCESSING ONLY

Deposit Required: ☐ Yes ☐ No

Amount: \$250 (Special event)

Date Paid: 1/31/19

☒ Check ☐ Credit Card

☐ Cash Receipt #: 41416

APPROVED

Permit Application shall be completed online and submitted electronically.

Special Event Permit Fees can be found on page 3.

Any application submitted after the application deadline will be charged a \$100 late fee.

Event Name: St Patricks Day Event Date of Event: 3/16/19 & 3/17/19

Area of City in Which Event Will Take Place 331 Broadway Ave S. Wayzata

Estimated Attendance: 200-300 coming & going

Type of Event: ☐ Parade ☐ Private Party ☐ Festival ☐ Run/Walk ☐ Sporting Event

☐ Valet Parking (Fill in Page 4) ☒ Other Explain: St Patricks Day Celebration

Event will include (check all that apply):

☐ Bicycles ☐ Animals ☐ Motor Vehicles* ☐ Other Vehicles ☐ Floats ☐ Pedestrians/Runners

☒ Live Music ☒ Amplified Audio ☒ Tent** ☒ Food** ☒ Beer/Wine/Liquor**

* Number of Vehicles Expected: 0 (Motor Vehicles are vehicles powered by a motor of any kind)

** Additional Permit or License may be required (i.e.- Special Event Food Stand, Tent, Alcohol)

Traffic Control Personnel Provided by Whom: TBD

Delineation Equipment (Barricades, Signs, Traffic Cones, No Parking Signs, etc.) Provided by Whom:

Concrete Jersey Barriers, Signs, cones etc. TBD

Event Location (check one): ☐ Private Property ☐ Public Property ☒ Combination - Public/Private

Street(s) to Be Closed: (A map showing the specific route or area to be closed must be attached):

Street closed @ 331 Broadway Ave S. between Lake Street & Mill St.

Proposed:	Date(s) and/or Time(s) - Give Details Below		
Day	Date	Start Time	End Time
3/15/19 Friday	Tent goes up @ 12:00 Noon		Here Mon 3/18
	Tent comes down 8 AM		Mon 3/18/19

Insurance Carrier for Event: A certificate of insurance naming the city as an additional insured must be submitted 10 days before the event. Amount of insurance required is \$1,000,000 (one million dollars).

Name of Insurance Carrier & Policy Number: Attached

Event Organizer (Person Responsible for Duties of Permit Holder)

Full Name Michael Simpson Daytime Phone 952-767-2417

Address 142 Chevy Chase Dr Cell Phone 612-702-9536

City Wayzata State MN Zip 55391

Title Mgr / Owner Email michael@mcconnicks.pub



2019 Special Event Permit Application

299 Wayzata Blvd. W.
Wayzata, Minnesota 55391

Organization Information:

Name McCormick's Pub & Restaurant Phone 952-767-2477
Address 331 Broadway Ave S Fax N/A
City Wayzata State MN Zip 55391

By electronically signing (or typing) your name below, applicant is acknowledging that all information provided is true and correct and that applicant will abide by all conditions of the permit, if approved.

X Signature of Applicant: McL. Son Date: 11/31/19

PERMIT CONDITIONS—ADDITIONAL EVENT INFORMATION

The maximum number of persons which the applicant shall permit to the event at any time is not to exceed the maximum number which can reasonably assemble at the location of the event.

Request for temporary closing of streets or partial closing of traffic lanes:
(Be specific. Give location and time of closings). Show on map if possible.

Broadway Ave S closed between Lake Street & Mill Street
Closed from (Fri 3/15) 1200 Noon thru (Monday 3/18) 10 AM

Plans for fencing the location of the event, if necessary, and the location of gates contained in such fence.
Show on map if possible.

Concrete Jersey on Both N. & S. end of tent.
Bike Barricade's to close sidewalk directly in front of McCormick's

Plans for parking vehicles, including size and location of lots, points of highway access and interior roads including routes between highway access and parking lots. Show on map if possible.

No change in Parking. Guests will use city parking areas as usual.

Plans for clean-up of litter and waste materials:

McCormick's will be responsible for all clean up.

[Click Here to Submit Permit](#)



2019 Special Event Permit Application

299 Wayzata Blvd. W.
Wayzata, Minnesota 55391

FOR CITY USE ONLY:

ROUTING APPROVAL (Department Head or Designee)

Public Works: <u><i>[Signature]</i></u>	☒ Approved ☐ Denied	Cost Estimate: _____
Police Dept.: _____	☐ Approved ☐ Denied	Cost Estimate: <u>\$88/hr/officer</u> <u>(3 hr minimum)</u>
Fire Dept.: _____	☐ Approved ☐ Denied	Cost Estimate: _____

Application: SE 2019- 7

Liability Insurance Certificate Received (Date): Attached.

Map of Route or Area Approved By: *[Signature]*

Special Events Permit Approved by: *[Signature]*

City Manager or Authorized Dept. Head

Date of Approval: 03-08-2019

COMMENTS

See attached comments.

CONDITIONS OF APPROVAL

See attached conditions.

*Special Events listed below are excluded from annual authorization by the City Council.

- | | |
|--|-------------------------------|
| • Wayzata Chilly Open | • Tour de Tonka Bike Ride |
| • Lake Minnetonka Half Marathon | • Wayzata JJ Hill Days |
| • Wayzata Art Experience | • RBA JJ Hill Days Concerts |
| • 4 th of July Flying Pancake Breakfast | • Wayzata's Homecoming Parade |
| • Wayzata's Annual Kiddie Parade | • Wayzata Tree Lighting Event |

St. Patrick's Day 2019 SPECIAL EVENT

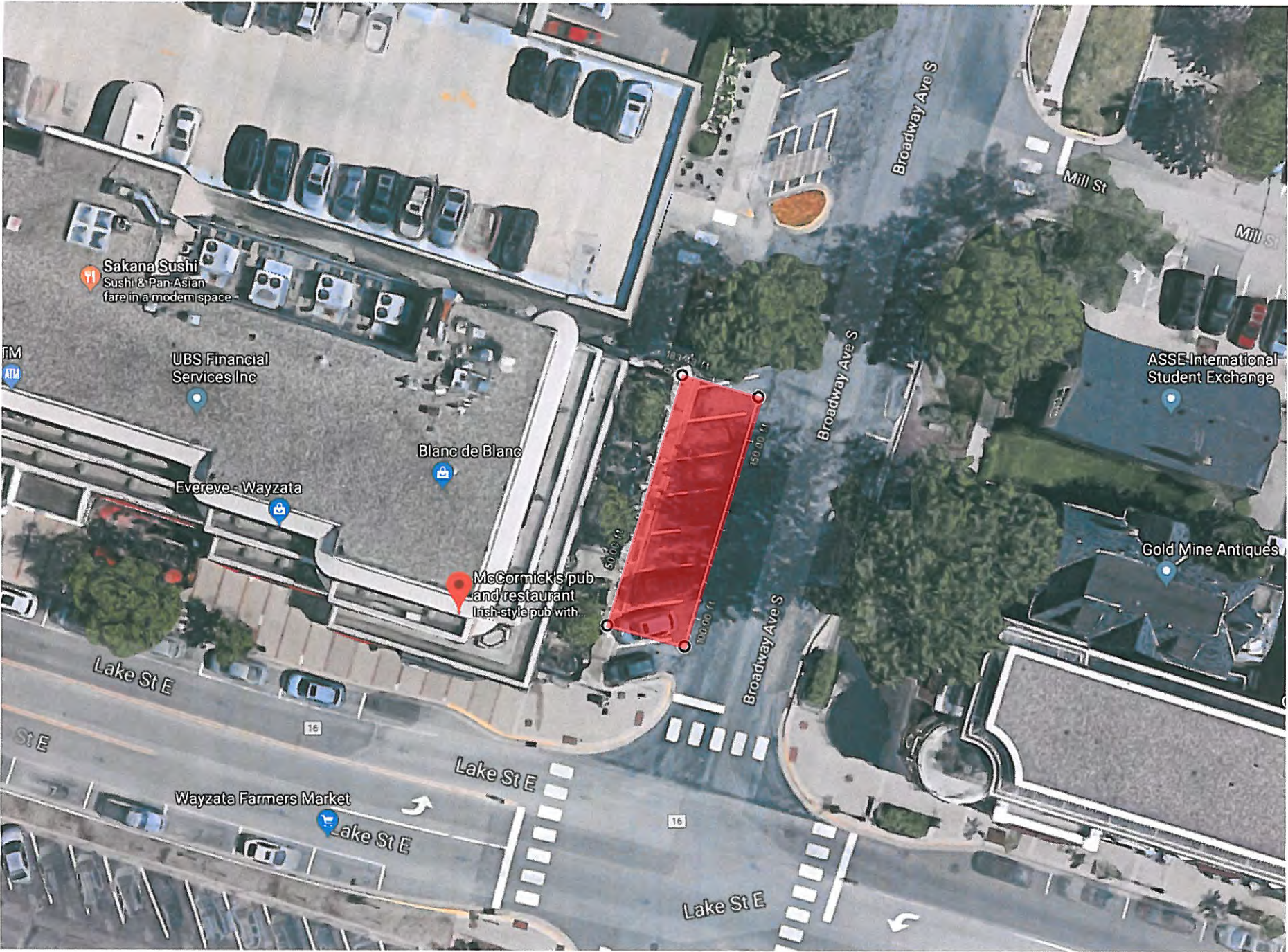
COMMENTS & CONDITIONS OF APPROVAL

COMMENTS

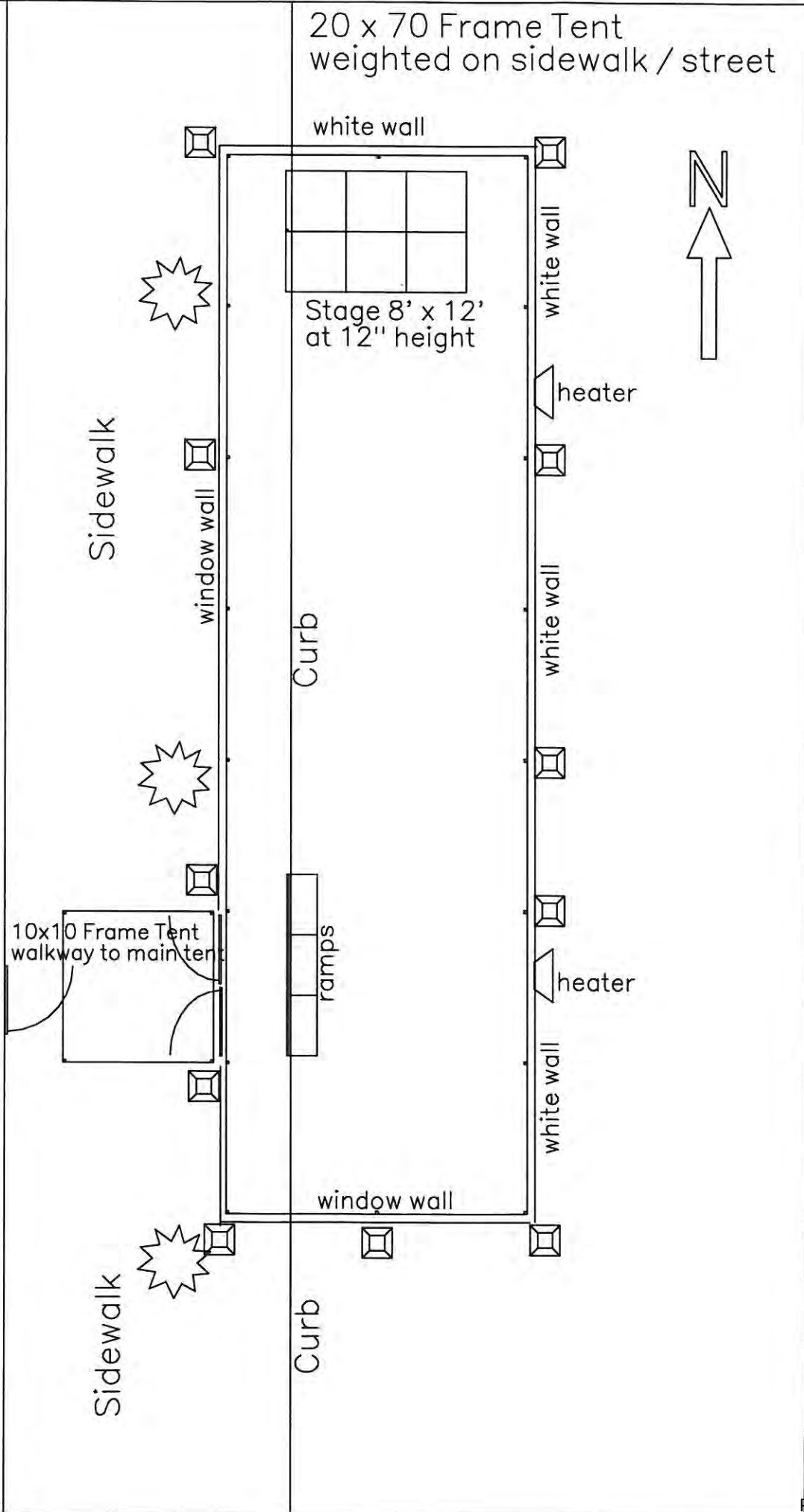
1. Tent arrives Friday morning to be setup in Broadway Parking Area adjacent to McCormick's.
2. Saturday (3/16)
 - a. Mass at 10am
 - b. Lunch at 11am
 - c. Music Noon-10pm
3. Sunday (3/17)
 - a. Family Fun Day Brunch – 10am-3pm
4. Public Works
 - a. Bring No Parking Signs, Traffic Cones, and two (2) traffic barrels to McCormick's on Thursday afternoon so McCormick's staff can set up signs and cones after the restaurant closes. Do this so parking lot in front of McCormick's is clear of parked vehicles for tent setup on Friday, March 15th. Also, deliver one Three Tiered Barricade with flasher and arrow pointing to the left to be used north of tent area to push vehicles away from the tent coming down Broadway Ave S. toward Lake St.
5. Police
 - a. One Police Officer will work the Saturday shift from 2:00 pm until closing (or until officer deems not necessary). Note that the officers shall be paid for a min. of 3 hours regardless if their presence is needed or not to meet the police union min. overtime requirement.
 - b. Applicant should install 80' Jersey barrier instead of bike barricades as walkway.
6. Fire
 - a. Tent inspection will be Friday 3/15/18
 - b. Two (2) exit signs required (per tent permit)
 - c. Must post occupancy signs
 - i. Mass with chairs – Occupancy = 72
 - ii. All other times – Occupancy = 145

CONDITIONS OF APPROVAL

- 1) No alcohol outside of fenced event area.
- 2) Trained staff shall ID all customers before they enter the premises. All customers shall be wrist banded so those who are legally allowed to consume alcohol are clearly identified.
- 3) Event tent, etc. shall be removed from the city parking stalls before 11:00 am on Monday, March 19th and the parking stalls shall be open for public use.



McCormic's Pub and Restaurant







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Twin City Group 4500 Park Glen Rd. ste 400 Minneapolis MN 55416	CONTACT NAME: Ben Greve PHONE (A/C, No, Ext): (952) 924-6900 E-MAIL ADDRESS: bgreve@twincitygroup.com FAX (A/C, No): (952) 925-0631																					
INSURED McCormick's Hospitality, LLC, DBA: McCormick's 331 Broadway Ave S Wayzata MN 55391	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>XL Insurance America, Inc</td><td>24554</td></tr><tr><td>INSURER B:</td><td>Greenwich Insurance Co</td><td>22322</td></tr><tr><td>INSURER C:</td><td>Travelers Indemnity (IND)</td><td>25658</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	XL Insurance America, Inc	24554	INSURER B:	Greenwich Insurance Co	22322	INSURER C:	Travelers Indemnity (IND)	25658	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 18/19 GL LQ WC UMB**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHK0950656-02	05/01/2018	05/01/2019	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	\$																				
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	\$																				
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHU0950656-02	05/01/2018	05/01/2019	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$								
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	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	UB2J916919	04/11/2018	04/11/2019	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
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A	Liquor Liability			PHK0950656-02	05/01/2018	05/01/2019	<table><tr><td>Each Common Cause</td><td>1,000,000</td></tr><tr><td>Aggregate</td><td>2,000,000</td></tr></table>	Each Common Cause	1,000,000	Aggregate	2,000,000										
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Aggregate	2,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage includes the tent and patio areas

CERTIFICATE HOLDER**CANCELLATION**City of Wayzata City Hall
600 East Rice Street

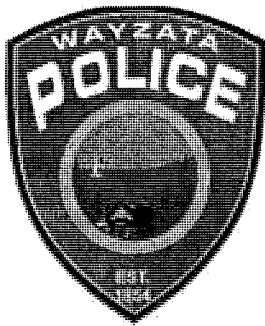
Wayzata

MN 55391

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake

600 Rice Street

Wayzata, MN 55391-1734

(952) 404-5340

Fax: (952) 404-5359

Contractual Police Services

Contractual Police Services are police services rendered on behalf of the Wayzata Police Department to individuals, organizations and businesses, which reimburse the City of Wayzata for the cost of the service.

Police officers working Contractual Overtime are on duty and therefore are subjected to the rules and regulations of the Wayzata Police Department.

Fees: As the officers are on duty at the time of the Contractual Overtime, certain Police Union regulations apply. One of these is that there is a three (3) hour minimum pay rate. Fees are based on the overtime paid to the police officer. The current rate for Contractual Police Service in 2019 is \$88.00 per hour with a three (3) hour minimum. This fee rate is subject to change.

Cancellation Policy: Once a Contractual Overtime event has been scheduled, the individual, organization or business has up to 48 hours prior, including the day of the event, to cancel without being billed. If within that 48 hour period, the event is cancelled, the individual, organization or business will be billed for the three (3) hour minimum fee.

I have read, understand and agree to the conditions stated above.

Michael Simpson
(name)

1/24/19
(date)

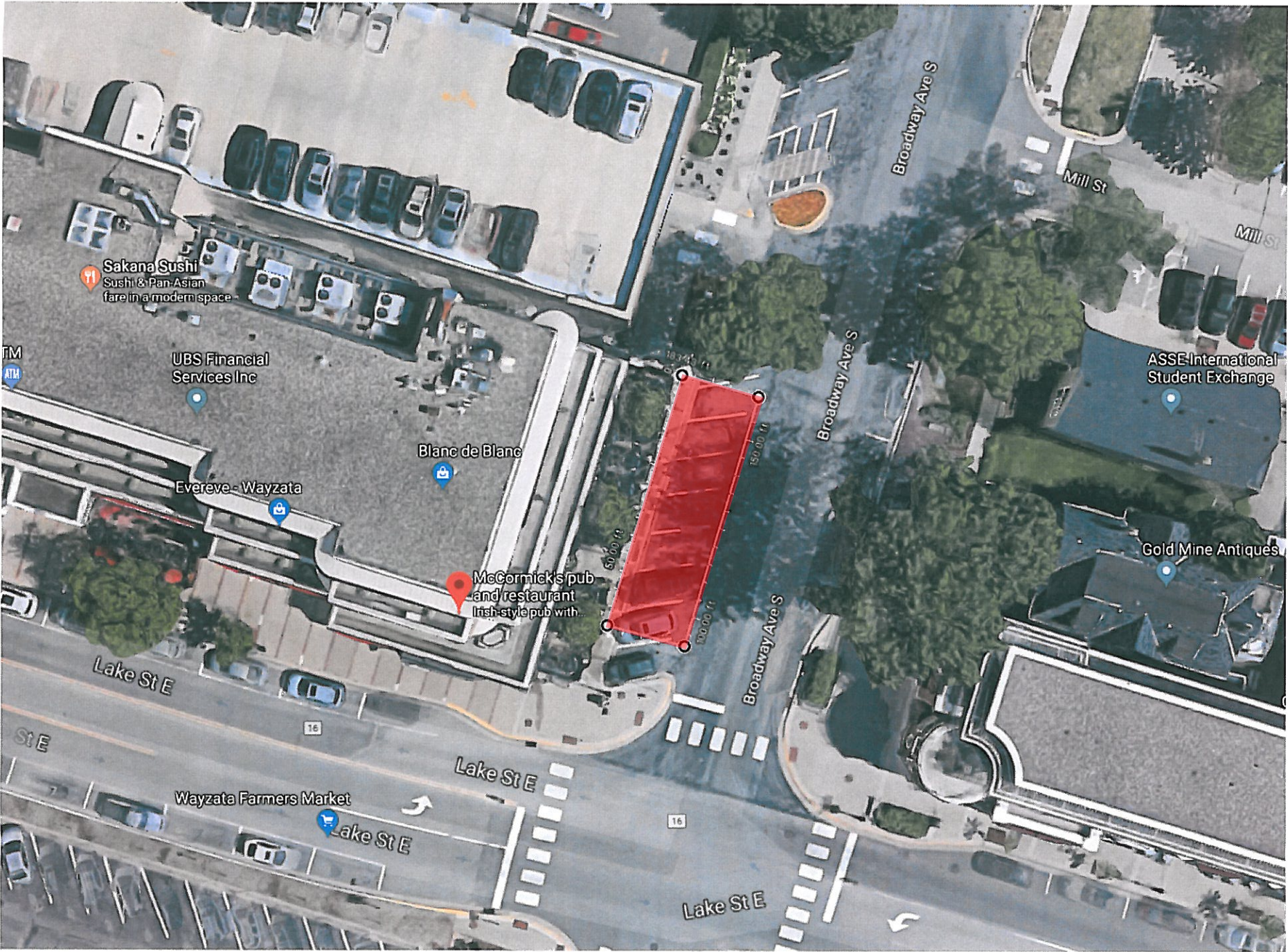
McCormick's Pub & Restaurant
(organization)

CITY OF WAYZATA

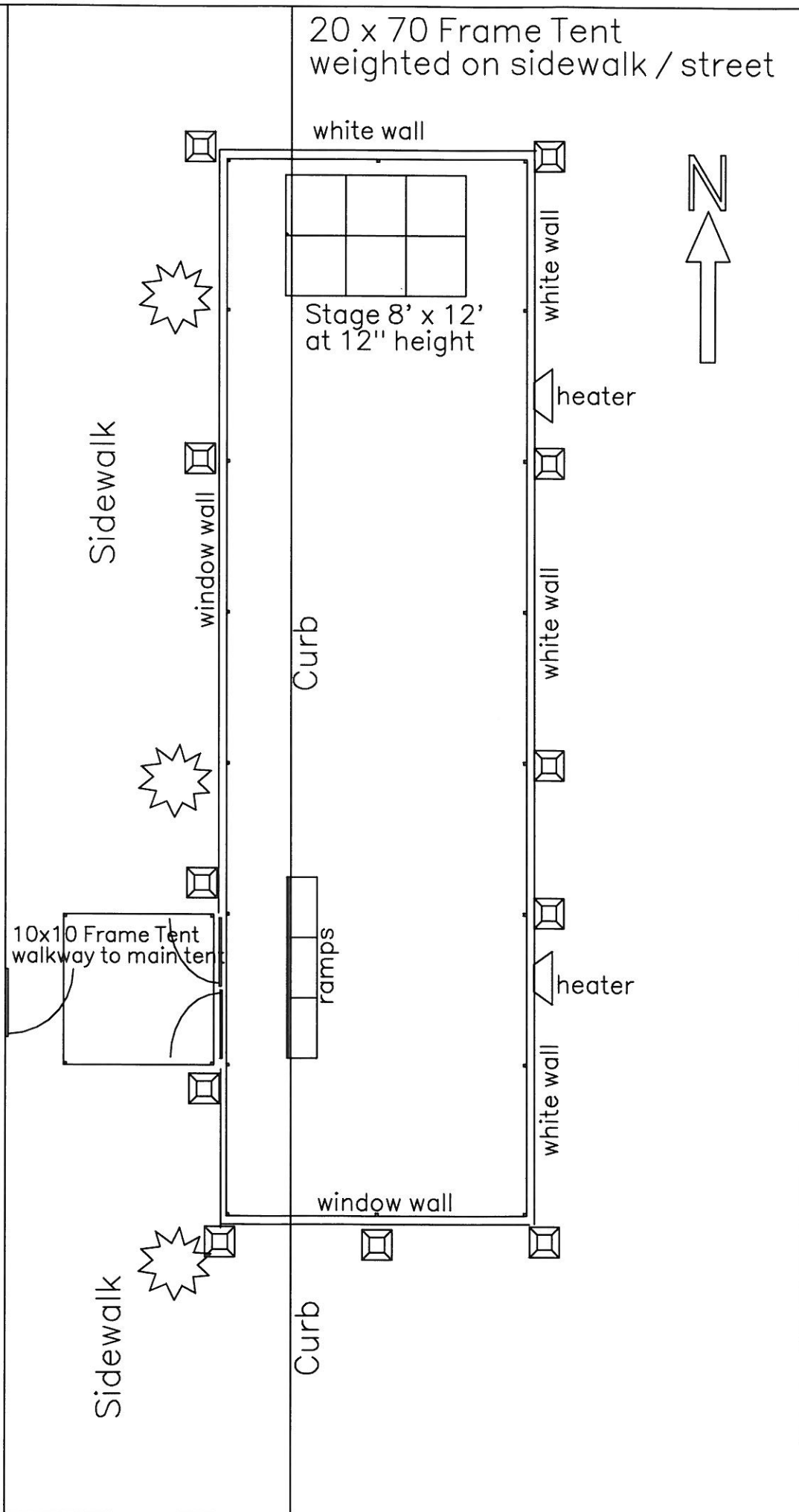
600 RICE ST E
WAYZATA MN 55391

Receipt # 41916.2161
31-Jan-19 12:48pm

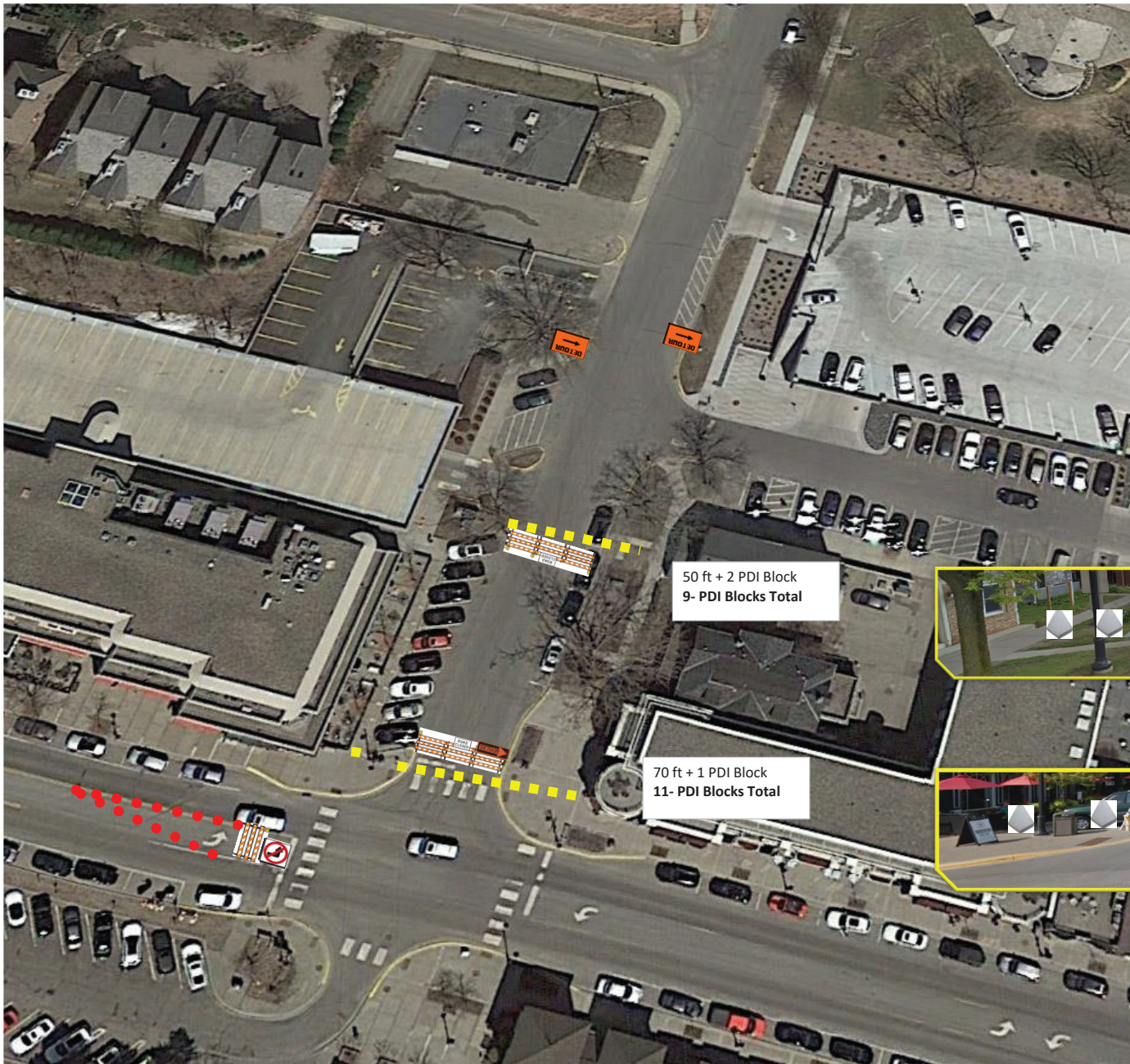
Special Event Permit	\$250.00	McCormick's St Patricks Day
Tent Permit	\$85.00	McCormick's St Patricks Day
Subtotal	\$335.00	
Check	\$335.00	5203



McCormic's Pub and Restaurant







- 7- T3 Barricades
- 2- Road Closed
- 1- Road Closed Ahead
- 1- Detour Right
- 4- Detour Left / Strut
- 2- Detour Right / Strut
- 1- No Left Turn
- 8- Portable Delineators
- 7- A2 Flashers
- 20- Concrete PDI Blocks

Friday 11:30am -WL to close Streets with barricades only.
Monday AM -Customer to Open Street after tent removed

Warning Lites to deliver all PDI Blocks onsite by Noon Friday.

City to set/ remove PDI Blocks as needed?

A2 Flashers on T3's and Advances

