

WAYZATA CITY COUNCIL MEETING AGENDA
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, July 15, 2014

WORKSHOP AGENDA:

4:30 PM DINNER AVAILABLE FOR CITY COUNCIL-CONFERENCE ROOM

5:00 PM BUDGET WORKSHOP MEETING

7:00 PM - CITY COUNCIL MEETING

ITEM	DESCRIPTION	PRESENTER	TT	JA	KW	AM	BA	VOTE	PAGE #
1	Roll Call								
2	Approve Agenda								
3	Public Forum - 15 Minutes (3 min/person)								
4	Consent Agenda								2
a.	Approval of Workshop Minutes of June 26, 2014, Workshop Minutes of July 1, 2014 and Minutes of July 1, 2014								
b.	Approval of Check Register								
c.	Approval of Resolution No. 21-2014 Appointing Election Judges for the 2014 Elections								
d.	Approval of Municipal Licenses								
e.	Municipal Licenses Which Received Administrative Approval (Informational Only)								
f.	Police Activity Report								
g.	Building Activity Report								
h.	Approval of Amendment to On-Sale Wine License and On-Sale 3.2% Malt Liquor License for Sushi Fix, 862 Lake St. E.								
i.	Approval of Resolution No. 22-2014 Ratifying Approval for a Pilot Trolley Program								
5	New Business								
a.	Consider Resolution No. 18-2014 Hennepin County Cooperative Agreement for CDBG Program	Gadow							46
b.	Introduction of Micro-Production Facility and Taproom/Tasting Room Ordinance	Gadow							81
c.	Consider Contract with Ground Works LLC for the Lake Effect Next Steps	Nelson							89
d.	Consider Contracts for Undergrounding of Utilities on Bushaway Road/CR 101	Nelson							91
6	City Manager's Report and Discussion Items								
7	Public Forum (as necessary)								
8	Adjournment								

Meeting Rules of Conduct:

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

Upcoming Meetings:

City Council - **WEDNESDAY** August 6, 2014 & August 19, 2014
Planning Commission - July 21 & August 4, 2014

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

**WAYZATA CITY COUNCIL
DRAFT - WORKSHOP MEETING MINUTES
June 26, 2014**

5:00 PM NEXT STEPS FOR THE LAKE EFFECT

Mayor Willcox called the workshop meeting to order at 5:00 p.m. in the Community Room at Wayzata City Hall. Council members present: Amdal, Anderson, Mullin and Tanner. Also present: City Manager Nelson, City Planner Gadow and Mary deLaittre of Groundworks Consulting.

Ms. deLaittre provided a background on her consulting experiences with the City of Minneapolis' RiverFirst initiative and as Executive Director of the Minneapolis Parks Foundation. Ms. deLaittre discussed the recently completed Wayzata Lake Effect Framework Plan and Report and the action items for 2014, focusing on the need to establish partnership lists, project feasibility analysis, and organizational structure.

The Council asked questions pertaining to outside community engagement in the stewardship aspect of the plan, communication objectives, and a public and private fundraising component.

The Council expressed a desire to establish a consulting partnership with Ms. deLaittre to assist them in addressing the stewardship component of the project, with work to be completed by the end of November.

The Council directed staff to draft a scope of work for Ms. deLaittre's consulting services for consideration at the next available City Council meeting.

The workshop meeting was adjourned at 6:30 p.m.

Respectfully submitted,

Becky Malone
Deputy City Clerk

**WAYZATA CITY COUNCIL
DRAFT - WORKSHOP MEETING MINUTES
July 1, 2014**

6:15 PM CONSIDER PILOT TROLLEY PROGRAM

Mayor Willcox called the workshop meeting to order at 6:15 p.m. in the Community Room at Wayzata City Hall. Council members present: Amdal, Anderson, Mullin and Tanner. Also present: City Manager Nelson, and City Engineer Kelly.

Ms. Nelson informed the council that a local group called Lake Minnetonka 360 Trolley has been working with the community in an effort to bring the trolley back to Wayzata and the Lake Minnetonka area for the summer of 2014. Lake Minnetonka 360 Trolley ("the group") was formed by the following individuals: Bridget Anderson, Jack Amdal, Lynn McCarthy, Lynn Gruber, Keely Doyle and Joel Papa. The group's goals are to assist people in making connections with communities, the environment, local businesses and one another. They hope to acquire private contributions to fund the operation of the trolley in 2014, with a goal of completely funding the program with private contributions in future years. The group plans to operate the trolley from 9 a.m. until 4 p.m. on Tuesdays and Thursdays from July 8 through September 18, 2014. They would use a modified version of the previous trolley route and would include stops at Presbyterian Homes, the Boardwalk and Meridian Manor. The trolley operations would be handled by private vendor, Renee's Royal Valet, and would not be operated or owned by the City. The group asked the City to consider a one-time contribution of \$8,000 to help get the program started.

The Council agreed to consider the funding request at the regular City Council meeting this evening, July 1, 2014.

The workshop meeting was adjourned at 6:55 p.m.

Respectfully submitted,

Becky Malone
Deputy City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
July 1, 2014

AGENDA ITEM 1. Call to Order and Roll Call.

Mayor Willcox called the meeting to order at 7 p.m. Council Members present: Amdal, Anderson, Mullin and Tanner. Also present: City Manager Nelson, City Engineer Kelly, and City Attorney Schelzel.

AGENDA ITEM 2. Approve Agenda.

Mr. Tanner requested to pull Item 4c, Consider Resolution No. 18-2014 Hennepin County CDBG Cooperative Agreement, from the consent agenda for discussion.

Mr. Tanner made a motion, seconded by Mr. Amdal, to approve the agenda, as revised. The motion carried 5/0.

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

a. North Klapprich Park and Telecommunications Site

Lucy Bruntjen, 402 Gardner Street, expressed her concern for the safety of the North Klapprich Park neighborhood because of the encroachment and danger imposed by the industrial telecommunications complex at the City's water tower. She asked the Council to protect the neighborhood's interest and to come up with a long-term solution to protect the neighborhood from the unwanted telecommunications site.

b. Wayzata Art Experience

Becky Pierson, President of Wayzata Chamber of Commerce, described the event from the previous weekend as successful with attendance comparable to previous years which had nice weather. An emergency action plan had been prepared due to the extreme weather the previous year and they were able to put that into action when an alert was received at 3 p.m. Saturday for high winds. Ms. Pierson thanked TCF Bank, volunteers, and the City for their help and support.

AGENDA ITEM 4. Consent Agenda.

Mr. Tanner made a motion, seconded by Mr. Amdal, to approve the consent agenda, as revised:

- a. Approval of Workshop Minutes of June 17, 2014 and Minutes of June 17, 2014
- b. Approval of Check Register
- c. ~~Consider Resolution No. 18-2014 Hennepin County CDBG Cooperative Agreement~~
- This item was considered as Item 5d.
- d. Approval of Municipal Licenses
- e. Municipal licenses which received administrative approval (informational only)
- f. Approval of ISD #284 Community Room and Cable Studio Use Agreement
- g. Approval of Comparable City Groups for Compensation and Class Study
- h. Approval of Resolution No. 20-2014 Approving Absentee Ballot Board Election Judges for the 2014 Elections

The motion carried 5/0.

AGENDA ITEM 5. New Business.

a. Consider Contract for New City Website Design

Ms. Nelson reviewed that the Council had authorized an RFP for City website redesign. Once RFPs were received, staff and the Communications Board narrowed down the field and interviewed four vendors. Staff then further conducted testing in a 'sandbox' provided by each of the four vendors.

1 Kristin Classey, Communications Specialist, presented information about how the
2 website would look and operate on a day-to-day basis. Ms. Classey shared information on each of
3 the tools including: agenda center, alert center, calendars by groups, citizen request tracker,
4 content scheduling and news flash, and an image gallery.

5 Ms. Nelson presented the costs, noting the redesign of the City's website was budgeted in
6 the 2014 general fund budget for \$25,000. She stated staff recommends approval of a contract
7 with CivicPlus. It was noted the current annual hosting fee of \$550 paid to GovOffice, the City's
8 current website vendor, are reflected in the City's budget on an annual basis. Ms. Nelson
9 explained that an e-agenda software had been included in the 2014 budget; however, that will no
10 longer be necessary as the CivicPlus package includes an e-agenda application. She indicated
11 Attorney Schelzel has reviewed the contract and been involved in the negotiations with CivicPlus
12 to finalize the terms.

13 Ms. Nelson answered questions from the Council concerning whether or not users would
14 be able to make payments on the website. She stated there was an e-commerce module that
15 would be used for that.

16 Ms. Nelson answered questions from the Council on the expected life of the website. She
17 explained that with the contract the City would receive a redesign every four years.

18 Ms. Classey answered questions from the Council concerning the training that would be
19 included in the contract.

20 Mrs. Anderson made a motion, seconded by Mr. Amdal, to approve a contract with
21 CivicPlus for the redesign of the City's website at a cost of \$16,752 with annual fees of \$4,144.
22 The motion carried 5/0.

23
24 **b. Consider Resolution No. 19-2014 Presbyterian Homes Play Area and**
25 **Pedestrian Connections**

26 Mr. Kelly presented the proposed Presbyterian Homes play area and pedestrian connection to
27 Circle A Drive. He asked for questions and/or concerns.

28 The Council requested the resolution be amended to state that a condition of approval
29 was the play area and understated pedestrian connection be constructed at the developer's
30 expense; as well as, a mutually agreed upon landscaping project to fix the holes in the screening
31 to be implemented at the developer's expense.

32 Mr. Mullin made a motion, seconded by Mrs. Anderson, to Adopt Resolution No. 19-
33 2014 Approving the Installation of a Play Area within the Presbyterian Homes Development,
34 with revisions. The motion carried 5/0.

35
36 **c. Consider Lake Minnetonka 360 Pilot Trolley Program**

37 Ms. Nelson reported that a local group is considering bringing back the trolley as a pilot program
38 for Wayzata. The pilot program would run July 8th through September 18th on Tuesdays and
39 Thursdays from 9 a.m. to 4 p.m. utilizing a modified version of the previous trolley route with
40 approximately 15 stops. The goal would be to see how it operated and who utilized the services.
41 The future goal would be funding from private contributions with Wayzata Historical Society
42 acting as the fiscal agent.

43 Mr. Willcox asked Council Members Amdal and Anderson to share about the history of
44 the trolley and why it went away.

45 Mr. Amdal shared that the previous trolley was operated by the Wayzata Chamber of
46 Commerce from 2000 through 2010. The vehicles were used and needed maintenance. Insurance
47 and drug testing of the drivers became a burden. The vision for the new trolley is to utilize an
48 outside vendor for driving, insurance, and drug testing. The hope is to have people enjoying the
49 trolley again in the community. They are looking for the City to do the final endorsement that
50 would make this a go.

1 Mrs. Anderson added this would be something that would connect the Lake Minnetonka
2 communities and there is a lot of excitement about the trolley.

3 Ms. Nelson stated that because the City would be making a contribution, they would need
4 to make sure the insurance was sufficient. She asked where the Council would like the
5 contribution to come from. Her recommendation is either a one-time allocation from contingency
6 funds in the general fund budget or to tie to the lake front fund and use those unrestricted dollars.

7 Mr. Willcox made a motion, seconded by Mrs. Anderson, to provide a one-time
8 contribution of \$8,000 to the fiscal agent for the pilot trolley program, Wayzata Historical
9 Society, based upon the following conditions:

- 10 1. The City will not be the contracting agency for the trolley operations; and
- 11 2. The trolley operations will be handled by a private vendor, Renee's Royal Valet, and
12 would not be operated or owned by the City; and
- 13 3. That the insurance requirements of the City would be met by the vendor, Renee's
14 Royal Valet, providing the City as an additional insured.

15 The motion carried 5/0.

16 Mr. Willcox thanked Council Members Amdal and Anderson as well as volunteers for
17 leading this project.

18
19 **d. Consider Resolution No. 18-2014 Hennepin County CDBG Cooperative**
20 **Agreement**

21 Ms. Nelson shared information on the Community Development Block Grant program. It
22 addresses the funds that flow from the federal level through the program for communities under
23 50,000 people. The community development activities that could be funded include affordable
24 housing, neighborhood revitalization, and improved public services.

25 The Council asked questions concerning how competitive the program is and suggested
26 that someone from Hennepin County share about the program at the Council's July 15th meeting.

27 Mr. Tanner made a motion, seconded by Mr. Amdal, to table consideration of Resolution
28 No. 18-2014 Hennepin County CDBG Cooperative Agreement until July 15th City Council
29 meeting. The motion carried 5/0.

30
31 **AGENDA ITEM 6. City Manager's Report and Discussion Items.**

32 **Update on Next Steps Lake Effect – Docks**

33 Ms. Nelson stated the Council and staff met with Mary deLaittre, Groundwork's Consulting, to
34 discuss next steps Lake Effect. At that Workshop, they discussed what the Stewardship
35 Committee would entail, how to structure the Committee and how to organize the fundraising
36 side. They also discussed the prioritization of projects including which projects are the most
37 feasible and have the ability to be funded. The Committee will bring a proposal to the July 15th
38 City Council meeting.

39
40 **Interim Transient Docks**

41 Ms. Nelson stated staff is proceeding with an application to the Lake Minnetonka Conservation
42 District (LMCD) for additional interim transient docks at the lakefront. It is anticipated this item
43 will be considered by the LMCD on August 13, 2014.

44 The Council asked about the reality of leasing something during this summer season
45 considering there is not much of a boating season. Ms. Nelson stated they were monitoring the
46 situation and would make that call, if necessary.

47
48 **Beach Concessions**

49 Ms. Nelson reported that staff solicited additional bids for improvements to the Beach House and
50 is proceeding with the upgrade to the electrical service to the building. She also reported the

1 hotdog cart opened at the Beach, but the Lake is fully into the parking lot, which is presenting
2 issues.

3
4 **East Lake Street / Eastman Corridor Landscape Plan**

5 Ms. Nelson noted the Council met in Workshop on June 17, 2014, to discuss landscaping
6 concepts for the east corridor and directed staff to refine the plans for prioritization and bid later
7 this summer.

8 The Council asked if they were looking at cost saving elements to lower long-term cost
9 and maintenance. Ms. Nelson stated they have looked into it and have used some solar power
10 options already.

11
12 **Future Calendar Items**

13 Ms. Nelson announced the following upcoming dates: July 15th, Budget workshop and August
14 6th, first City Council meeting of August shifts to Wednesday.

15
16 **Announcements**

17 Ms. Nelson shared that the City is pleased to announce the addition of Don Uram to the staff,
18 hired as Administrative Services Director. He will be starting on August 4th.

19 Mrs. Anderson thanked the Parks and Trails Board for the addition of the Adirondack
20 chairs along the Depot and announced the first ever Parks and Trails maps.

21 The Council asked about dates for voting and absentee voting. Ms. Nelson indicated the
22 information is available on the City website link on the front page.

23 The Council shared there is an article in the current issue of *Twin City Business* magazine
24 called "The Battle for Wayzata" about the local restaurants.

25
26 **AGENDA ITEM 7. Public Forum Continued (if necessary).**

27 There were no comments.

28
29 **AGENDA ITEM 8. Adjournment.**

30 Mr. Tanner made a motion, seconded by Mr. Amdal to adjourn. There being no further business,
31 Mr. Willcox adjourned the meeting at 8:32 p.m.

32
33 Respectfully submitted,

34
35
36
37 Becky Malone
38 Deputy City Clerk

39
40 Drafted by Sarah Peterson
41 *TimeSaver Off Site Secretarial, Inc.*

***Check Detail Register©**

June 2014

		Check Amt	Invoice	Comment
10100 Anchor Bank				
Paid Chk#	095633	6/30/2014	AMARA	
E 640-47000-259	Freight	\$9.00	2324	FREIGHT
E 640-47000-252	Wine For Resale	\$418.92	2324	WINE
Total AMARA		\$427.92		
Paid Chk#	095634	6/30/2014	ARCTIC GLACIER INC.	
E 640-47000-254	Soft Drinks/Mix For Resale	\$37.30	385417803	ICE RESALE
E 640-47000-254	Soft Drinks/Mix For Resale	\$113.10	438417410	ICE RESALE
E 640-47000-254	Soft Drinks/Mix For Resale	\$152.00	439417111	ICE RESALE
E 640-47000-254	Soft Drinks/Mix For Resale	\$116.10	462416808	ICE RESALE
Total ARCTIC GLACIER INC.		\$418.50		
Paid Chk#	095635	6/30/2014	BELLBOY BAR SUPPLY CORP.	
E 640-47000-259	Freight	\$6.20	43532300	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	\$83.80	43532300	MISC.BEV.
E 640-47000-259	Freight	\$13.95	43532400	FREIGHT
E 640-47000-251	Liquor For Resale	\$1,233.48	43532400	LIQ
E 640-47000-251	Liquor For Resale	\$110.00	43532500	LIQ
E 640-47000-259	Freight	\$1.55	43532500	FREIGHT
E 640-47000-259	Freight	\$18.60	43644700	FREIGHT
E 640-47000-251	Liquor For Resale	\$1,018.15	43644700	LIQ
E 640-47000-252	Wine For Resale	\$576.00	43644700	WINE
E 640-47000-210	Operating Supplies (GENERAL)	\$223.48	90405200	SUPPLIES
Total BELLBOY BAR SUPPLY CORP.		\$3,285.21		
Paid Chk#	095636	6/30/2014	BERNICK'S WINE	
E 640-47000-254	Soft Drinks/Mix For Resale	\$166.20	138866	MISC.BEV.
E 640-47000-253	Beer For Resale	\$165.55	138867	BEER
E 640-47000-254	Soft Drinks/Mix For Resale	\$159.78	142276	MISC.BEV.
E 640-47000-253	Beer For Resale	\$245.50	142277	BEER
Total BERNICK'S WINE		\$737.03		
Paid Chk#	095637	6/30/2014	BERRY COFFEE COMPANY	
E 640-48000-254	Soft Drinks/Mix For Resale	\$98.95	1180601	MISC.BEV.
Total BERRY COFFEE COMPANY		\$98.95		
Paid Chk#	095638	6/30/2014	BETH, GERALD O	
E 640-48000-341	General Promotions	\$150.00	7/1/14	BAR MUSIC 7/1/14
Total BETH, GERALD O		\$150.00		
Paid Chk#	095639	6/30/2014	BETH, GERALD O	
E 640-48000-341	General Promotions	\$150.00	7/8/14	BAR MUSIC 7/8/14
Total BETH, GERALD O		\$150.00		
Paid Chk#	095640	6/30/2014	BETH, GERALD O	
E 640-48000-341	General Promotions	\$150.00	7/15/14	BAR MUSIC 7/15/14
Total BETH, GERALD O		\$150.00		
Paid Chk#	095641	6/30/2014	BETH, GERALD O	
E 640-48000-341	General Promotions	\$150.00	7/22/14	BAR MUSIC 7/22/14
Total BETH, GERALD O		\$150.00		
Paid Chk#	095642	6/30/2014	BETH, GERALD O	
E 640-48000-341	General Promotions	\$150.00	7/29/14	BAR MUSIC 7/29/14
Total BETH, GERALD O		\$150.00		
Paid Chk#	095643	6/30/2014	BLOOMQUIST, RICK	

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June 2014

			Check Amt	Invoice	Comment
E 640-48000-341	General Promotions		\$400.00	7/12/14	BAR MUSIC 7/12/14
	Total BLOOMQUIST, RICK		\$400.00		
Paid Chk# 095644	6/30/2014	BOURGET IMPORTS			
E 640-47000-252	Wine For Resale		\$1,248.00	120402	WINE
E 640-47000-259	Freight		\$10.50	120402	FREIGHT
	Total BOURGET IMPORTS		\$1,258.50		
Paid Chk# 095645	6/30/2014	CINTAS CORPORATION			
E 640-48500-210	Operating Supplies (GENERAL)		\$91.16	5001394666	FIRST AID SUPPLIES
	Total CINTAS CORPORATION		\$91.16		
Paid Chk# 095646	6/30/2014	COCA-COLA			
E 640-47000-254	Soft Drinks/Mix For Resale		\$158.56	0138125916	MISC.BEV.
E 640-48000-254	Soft Drinks/Mix For Resale		\$296.44	0168055808	MISC.BEV.
E 640-48000-254	Soft Drinks/Mix For Resale		\$1,289.45	0168056306	MISC.BEV.
	Total COCA-COLA		\$1,744.45		
Paid Chk# 095647	6/30/2014	COZZINI BROS., INC.			
E 640-48500-415	Other Equipment Rentals		\$71.34	C1033546	KNIFE EXCHANGE
	Total COZZINI BROS., INC.		\$71.34		
Paid Chk# 095648	6/30/2014	DAHLHEIMER DISTRIBUTING CO.			
E 640-47000-253	Beer For Resale		\$150.10	1092630	BEER
E 640-47000-253	Beer For Resale		\$756.40	1092647	BEER
E 640-48000-253	Beer For Resale		\$379.00	1092648	BEER
E 640-48000-253	Beer For Resale		\$300.00	1092687	BEER
	Total DAHLHEIMER DISTRIBUTING CO.		\$1,585.50		
Paid Chk# 095649	6/30/2014	DAY DISTRIBUTING			
E 640-47000-253	Beer For Resale		\$821.60	756719	BEER
E 640-48000-253	Beer For Resale		\$484.00	757793	BEER
E 640-47000-253	Beer For Resale		\$1,595.60	757794	BEER
E 640-47000-253	Beer For Resale		\$82.30	758609	BEER
	Total DAY DISTRIBUTING		\$2,983.50		
Paid Chk# 095650	6/30/2014	DMX MUSIC - MINNEAPOLIS			
E 640-48000-415	Other Equipment Rentals		\$92.23	50864741	BAR MUSIC
	Total DMX MUSIC - MINNEAPOLIS		\$92.23		
Paid Chk# 095651	6/30/2014	ENKI BREWING COMPANY			
E 640-48000-253	Beer For Resale		\$110.00	2731	BEER
	Total ENKI BREWING COMPANY		\$110.00		
Paid Chk# 095652	6/30/2014	EXCELSIOR BREWING COMPANY			
E 640-47000-253	Beer For Resale		\$114.00	3961	BEER
E 640-48000-253	Beer For Resale		\$115.00	4033	BEER
	Total EXCELSIOR BREWING COMPANY		\$229.00		
Paid Chk# 095653	6/30/2014	EXTREME BEVERAGE, LLC			
E 640-47000-254	Soft Drinks/Mix For Resale		\$100.50	264-258	MISC.BEV.
	Total EXTREME BEVERAGE, LLC		\$100.50		
Paid Chk# 095654	6/30/2014	G & K SERVICES			
E 640-48500-217	Uniforms		\$26.20	1013338369	KITCHEN UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$34.79	1013338369	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$81.44	1013338369	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms		\$155.02	1013349618	KITCHEN UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$22.79	1013361045	KITCHEN UNIFORMS & SUPPLIES

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June 2014

		Check Amt	Invoice	Comment
E 640-48500-210	Operating Supplies (GENERAL)	\$115.15	1013361045	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms	\$26.20	1013361045	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$81.31	1013372367	KITCHEN UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$32.93	1013372367	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms	\$26.20	1013372367	KITCHEN UNIFORMS & SUPPLIES
Total G & K SERVICES		\$602.03		
Paid Chk# 095655	6/30/2014	GILBERT, MELODY		
E 640-48000-341	General Promotions	\$300.00	7/17/14	BAR MUSIC 7/17/14
Total GILBERT, MELODY		\$300.00		
Paid Chk# 095656	6/30/2014	GRAPE BEGINNINGS, INC.		
E 640-47000-252	Wine For Resale	\$420.00	168380	WINE
E 640-47000-259	Freight	\$11.25	168380	FREIGHT
E 640-47000-259	Freight	\$22.75	168564	FREIGHT
E 640-47000-252	Wine For Resale	\$2,528.00	168564	WINE
Total GRAPE BEGINNINGS, INC.		\$2,982.00		
Paid Chk# 095657	6/30/2014	HEGGIES PIZZA		
E 640-48500-255	FOODIngredients For Resale	\$247.00	1426371	FOOD
Total HEGGIES PIZZA		\$247.00		
Paid Chk# 095658	6/30/2014	HOHENSTEINS INC.		
E 640-47000-253	Beer For Resale	\$606.00	709279	BEER
Total HOHENSTEINS INC.		\$606.00		
Paid Chk# 095659	6/30/2014	ISRAEL, DAN		
E 640-48000-341	General Promotions	\$200.00	7/19/14	BAR MUSIC 7/19/14
Total ISRAEL, DAN		\$200.00		
Paid Chk# 095660	6/30/2014	JJ TAYLOR DISTRIBUTING OF MN		
E 640-47000-253	Beer For Resale	\$1,120.90	2226161	BEER
E 640-48000-253	Beer For Resale	\$600.35	2235302	BEER
E 640-48000-253	Beer For Resale	\$390.60	2235350	BEER
E 640-47000-253	Beer For Resale	\$2,330.80	2239806	BEER
Total JJ TAYLOR DISTRIBUTING OF MN		\$4,442.65		
Paid Chk# 095661	6/30/2014	JOHNSON BROS.-ST.PAUL		
E 640-47000-254	Soft Drinks/Mix For Resale	\$153.74	1871626	MISC.
E 640-47000-251	Liquor For Resale	\$135.00	1876931	LIQ.
E 640-47000-259	Freight	\$1.60	1876931	LIQ.
E 640-47000-251	Liquor For Resale	\$1,325.93	1877300	LIQ.
E 640-47000-259	Freight	\$17.81	1877300	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	\$32.25	1877301	MISC.
E 640-47000-259	Freight	\$1.37	1877301	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	\$33.62	1877301	MISC.
E 640-47000-259	Freight	\$8.22	1877302	FREIGHT
E 640-47000-252	Wine For Resale	\$247.30	1877302	WINE
E 640-47000-251	Liquor For Resale	\$538.00	1877303	LIQ.
E 640-47000-259	Freight	\$8.22	1877303	FREIGHT
E 640-47000-259	Freight	\$13.70	1877304	FREIGHT
E 640-47000-252	Wine For Resale	\$1,069.75	1877304	WINE
E 640-47000-251	Liquor For Resale	\$106.50	1878746	LIQ.
E 640-47000-259	Freight	\$1.37	1878746	FREIGHT
E 640-47000-252	Wine For Resale	\$646.20	1878747	WINE
E 640-47000-259	Freight	\$17.81	1878747	FREIGHT
E 640-47000-259	Freight	\$8.22	1882936	FREIGHT
E 640-47000-252	Wine For Resale	\$376.00	1882936	WINE

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			Check Amt	Invoice	Comment
E 640-47000-259	Freight		\$19.18	1882937	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,825.73	1882937	LIQ.
E 640-47000-259	Freight		\$31.51	1882939	FREIGHT
E 640-47000-252	Wine For Resale		\$1,352.65	1882939	WINE
E 640-47000-259	Freight		\$2.74	1884323	FREIGHT
E 640-47000-251	Liquor For Resale		\$185.25	1884323	LIQ
E 640-47000-252	Wine For Resale		\$812.00	1884324	WINE
E 640-47000-259	Freight		\$30.14	1884324	FREIGHT
E 640-47000-252	Wine For Resale		\$20.99	1884325	WINE
E 640-47000-251	Liquor For Resale		(\$121.37)	622033	LIQ.
E 640-47000-252	Wine For Resale		(\$35.19)	622277	WINE
E 640-47000-251	Liquor For Resale		(\$315.28)	623969	LIQ.
Total JOHNSON BROS.-ST.PAUL			\$8,550.96		
Paid Chk# 095662	6/30/2014	KARLSBURGER FOODS, INC.			
E 640-48500-255	FOODIngredients For Resale		\$212.75	362649	FOOD
Total KARLSBURGER FOODS, INC.			\$212.75		
Paid Chk# 095663	6/30/2014	KRAUTH, MAX			
E 640-48000-341	General Promotions		\$300.00	7/26/14	BAR MUSIC 7/26/14
Total KRAUTH, MAX			\$300.00		
Paid Chk# 095664	6/30/2014	LAMBERT, JEFFREY W.			
E 101-42120-304	Legal Fees		\$2,420.75	928.002	LEGAL SERVICES
Total LAMBERT, JEFFREY W.			\$2,420.75		
Paid Chk# 095665	6/30/2014	M.AMUNDSON LLP			
E 640-47000-256	MISC.MDSE.RESALE		\$844.53	176572	CIGARETTES RESALE
Total M.AMUNDSON LLP			\$844.53		
Paid Chk# 095666	6/30/2014	MAIN STREET BAKERY			
E 640-48500-255	FOODIngredients For Resale		\$94.28	243809	FOOD
E 640-48500-255	FOODIngredients For Resale		\$145.91	243917	FOOD
E 640-48500-255	FOODIngredients For Resale		\$80.33	244012	FOOD
E 640-48500-255	FOODIngredients For Resale		\$160.81	244179	FOOD
E 640-48500-255	FOODIngredients For Resale		\$96.45	244269	FOOD
E 640-48500-255	FOODIngredients For Resale		\$98.98	244303	FOOD
E 640-48500-255	FOODIngredients For Resale		\$84.89	244385	FOOD
E 640-48500-255	FOODIngredients For Resale		\$91.50	244461	FOOD
E 640-48500-255	FOODIngredients For Resale		\$146.74	244617	FOOD
E 640-48500-255	FOODIngredients For Resale		\$105.38	244714	FOOD
E 640-48500-255	FOODIngredients For Resale		\$58.27	244740	FOOD
Total MAIN STREET BAKERY			\$1,163.54		
Paid Chk# 095667	6/30/2014	MARTIN, SHANE			
E 640-48000-341	General Promotions		\$300.00	7/24/14	BAR MUSIC 7/24/14
Total MARTIN, SHANE			\$300.00		
Paid Chk# 095668	6/30/2014	METROPOLITAN COUNCIL			
R 101-00000-34190	Charges for Services/Gen Gov		(\$149.10)	JUNE 2014	JUNE 2014 SAC CHARGES
G 101-20831	MWCC (SAC)		\$14,910.00	JUNE 2014	JUNE 2014 SAC CHARGES
Total METROPOLITAN COUNCIL			\$14,760.90		
Paid Chk# 095669	6/30/2014	MN DEPT.OF LABOR & INDUSTRY			
G 101-20813	Surcharge Payable		\$3,610.12	JUNE 2014	JUNE 2014 SURCHARGES
R 101-00000-34190	Charges for Services/Gen Gov		(\$144.40)	JUNE 2014	JUNE 2014 SURCHARGES
Total MN DEPT.OF LABOR & INDUSTRY			\$3,465.72		
Paid Chk# 095670	6/30/2014	NORTHWESTERN FRUIT COMPANY			

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E 640-48500-255	FOODIngredients For Resale		(\$41.40)	785632	FOOD
E 640-48500-255	FOODIngredients For Resale		\$415.70	785632	FOOD
E 640-48500-255	FOODIngredients For Resale		(\$19.65)	785820	FOOD
E 640-48500-255	FOODIngredients For Resale		\$350.30	785820	FOOD
E 640-48500-255	FOODIngredients For Resale		\$19.65	785880	FOOD
E 640-48500-255	FOODIngredients For Resale		\$392.90	786051	FOOD
E 640-48500-255	FOODIngredients For Resale		\$456.05	786220	FOOD
E 640-48000-341	General Promotions		\$101.10	786435	FOOD
E 640-48000-253	Beer For Resale		\$101.10	786435	FOOD
E 640-48500-255	FOODIngredients For Resale		\$514.35	786666	FOOD
Total NORTHWESTERN FRUIT COMPANY			<u>\$2,290.10</u>		
Paid Chk#	095671	6/30/2014	OENO DISTRIBUTION, LLC		
E 640-47000-252	Wine For Resale		\$494.47	2459	WINE
E 640-47000-259	Freight		\$4.50	2459	FREIGHT
E 640-47000-259	Freight		\$4.50	2466	FREIGHT
E 640-47000-252	Wine For Resale		\$756.67	2466	WINE
Total OENO DISTRIBUTION, LLC			<u>\$1,260.14</u>		
Paid Chk#	095672	6/30/2014	PAUSTIS & SONS		
E 640-48000-252	Wine For Resale		\$339.75	8453548	WINE
E 640-47000-251	Liquor For Resale		\$273.60	8453675	LIQ
E 640-47000-259	Freight		\$5.25	8453675	FREIGHT
E 640-47000-259	Freight		\$27.50	8453691	FREIGHT
E 640-47000-252	Wine For Resale		\$2,748.50	8453691	WINE
E 640-47000-259	Freight		\$2.25	8453864	FREIGHT
E 640-47000-252	Wine For Resale		\$119.00	8453864	WINE
E 640-47000-259	Freight		\$0.01	8453874	FREIGHT
E 640-48000-252	Wine For Resale		\$191.25	8454523	WINE
E 640-47000-252	Wine For Resale		\$2,607.01	8454643	WINE
E 640-47000-259	Freight		\$27.50	8454643	FREIGHT
E 640-47000-251	Liquor For Resale		\$212.00	8454652	LIQ
E 640-47000-259	Freight		\$2.25	8454652	FREIGHT
Total PAUSTIS & SONS			<u>\$6,555.87</u>		
Paid Chk#	095673	6/30/2014	PEPSI -COLA		
E 640-47000-254	Soft Drinks/Mix For Resale		\$271.50	01002090	MISC.BEV.
Total PEPSI -COLA			<u>\$271.50</u>		
Paid Chk#	095674	6/30/2014	PHILLIPS WINES & SPIRITS		
E 640-47000-252	Wine For Resale		\$1,389.50	2621867	WINE
E 640-47000-259	Freight		\$22.15	2621867	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,309.87	2621868	LIQ
E 640-47000-259	Freight		\$14.04	2621868	FREIGHT
E 640-47000-252	Wine For Resale		\$1,674.00	2625526	WINE
E 640-47000-259	Freight		\$26.03	2625526	FREIGHT
E 640-47000-259	Freight		\$9.73	2625527	FREIGHT
E 640-47000-251	Liquor For Resale		\$920.54	2625527	LIQ
Total PHILLIPS WINES & SPIRITS			<u>\$5,365.86</u>		
Paid Chk#	095675	6/30/2014	QUALITY SERVICE, INC.		
E 640-48500-404	Repairs/Maint - Machin/Equip		\$1,086.20	30106	OVEN REPAIRS
E 640-48500-404	Repairs/Maint - Machin/Equip		\$165.19	30107	OVEN REPAIRS
Total QUALITY SERVICE, INC.			<u>\$1,251.39</u>		
Paid Chk#	095676	6/30/2014	RED DOT GARAGE		
E 640-48000-341	General Promotions		\$400.00	7/5/14	BAR MUSIC 7/5/14
Total RED DOT GARAGE			<u>\$400.00</u>		

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Paid Chk#	095677	6/30/2014	SECURITY PRODUCTS COMPANY		
E 640-47000-401	Repairs/Maint Buildings		\$117.75	1099315	SECURITY ARM REPAIRS
E 640-48000-401	Repairs/Maint Buildings		\$117.75	1099315	SECURITY ARM REPAIRS
Total	SECURITY PRODUCTS COMPANY		\$235.50		
Paid Chk#	095678	6/30/2014	SMITH, COLLIN		
E 640-48000-341	General Promotions		\$200.00	7/3/14	BAR MUSIC 7/3/14
Total	SMITH, COLLIN		\$200.00		
Paid Chk#	095679	6/30/2014	SOUTHERN WINE & SPIRITS OF MN		
E 640-47000-251	Liquor For Resale		\$5,374.86	1173213	LIQ
E 640-47000-259	Freight		\$40.06	1173213	FREIGHT
E 640-47000-252	Wine For Resale		\$2,326.90	1173214	WINE
E 640-47000-259	Freight		\$23.29	1173214	FREIGHT
E 640-47000-259	Freight		\$1.15	1173215	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$145.00	1173216	MISC.BEV.
E 640-47000-259	Freight		\$6.90	1173216	FREIGHT
E 640-47000-251	Liquor For Resale		\$5,935.43	1175639	LIQ
E 640-47000-259	Freight		\$50.16	1175639	FREIGHT
E 640-47000-252	Wine For Resale		\$1,120.00	1175640	WINE
E 640-47000-259	Freight		\$8.05	1175640	FREIGHT
E 640-47000-259	Freight		\$14.95	1175641	FREIGHT
E 640-47000-252	Wine For Resale		\$904.00	1175641	WINE
Total	SOUTHERN WINE & SPIRITS OF MN		\$15,950.75		
Paid Chk#	095680	6/30/2014	SPENCER JANITORIAL		
E 640-48000-409	Maint services & Improv		\$2,205.31	10241	MONTHLY CLEANING
Total	SPENCER JANITORIAL		\$2,205.31		
Paid Chk#	095681	6/30/2014	STARY, MARK		
E 640-48000-341	General Promotions		\$300.00	7/31/14	BAR MUSIC 7/31/14
Total	STARY, MARK		\$300.00		
Paid Chk#	095682	6/30/2014	STRATEGIC EQUIPMENT AND		
E 640-48000-210	Operating Supplies (GENERAL)		(\$30.28)	135984	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$8.70	2221145	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$438.00	2232684	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$120.74	2232684	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$181.29	2232685	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$76.27	2232685	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$305.41	2232686	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$218.43	2232686	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$62.64	2232686	PROMO SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$318.48	2237029	SUPPLIES
E 640-48000-341	General Promotions		\$62.64	2237029	SUPPLIES
Total	STRATEGIC EQUIPMENT AND		\$1,762.32		
Paid Chk#	095683	6/30/2014	SUNBURST CHEMICALS, INC.		
E 640-48500-210	Operating Supplies (GENERAL)		\$297.15	0325868	SUPPLIES
Total	SUNBURST CHEMICALS, INC.		\$297.15		
Paid Chk#	095684	6/30/2014	SYSCO MINNESOTA		
E 640-48000-251	Liquor For Resale		\$109.46	406160747	LIQ
E 640-48000-342	Promotions - Food/Drinks		\$56.05	406160747	PROMO FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$140.01	406160747	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$4,434.93	406160747	FOOD
E 640-48000-253	Beer For Resale		\$9.43	406160747	BEER
E 640-48000-342	Promotions - Food/Drinks		\$56.05	406180996	PROMO FOOD

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E 640-48500-210	Operating Supplies (GENERAL)		\$138.54	406180996	KITCHEN SUPPLIES
E 640-48000-251	Liquor For Resale		\$54.43	406180996	LIQ
E 640-48500-255	FOODIngredients For Resale		\$6,019.72	406180996	FOOD
E 640-48500-255	FOODIngredients For Resale		\$4,358.88	406201332	FOOD
E 640-48000-342	Promotions - Food/Drinks		\$28.17	406201332	PROMO FOOD
E 640-48000-251	Liquor For Resale		\$85.10	406201332	LIQ
E 640-48500-210	Operating Supplies (GENERAL)		\$123.64	406201332	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$228.63	406230727	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$56.05	406230727	PROMO FOOD
E 640-48000-251	Liquor For Resale		\$102.89	406230727	LIQ
E 640-48500-255	FOODIngredients For Resale		\$6,567.03	406230727	FOOD
E 640-47000-254	Soft Drinks/Mix For Resale		\$17.63	406230728	MISC.RESALE
E 640-48500-255	FOODIngredients For Resale		\$4,054.09	406250967	FOOD
E 640-48000-251	Liquor For Resale		\$12.63	406250967	LIQ
E 640-48000-254	Soft Drinks/Mix For Resale		\$29.60	406250967	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale		(\$80.20)	406260986	FOOD
E 640-48500-255	FOODIngredients For Resale		\$3,253.12	406271447	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$187.90	406271447	KITCHEN SUPPLIES
E 640-48000-251	Liquor For Resale		\$36.36	406271447	LIQ
E 640-48000-342	Promotions - Food/Drinks		\$44.42	406271447	PROMO FOOD
E 640-48000-251	Liquor For Resale		\$68.97	406300731	LIQ
E 640-48500-210	Operating Supplies (GENERAL)		\$51.24	406300731	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$3,826.07	406300731	FOOD
E 640-48000-342	Promotions - Food/Drinks		\$56.05	406300731	PROMO FOOD
Total SYSCO MINNESOTA			\$34,126.89		
Paid Chk# 095685	6/30/2014	T.D. ANDERSON INC.			
E 640-48000-409	Maint services & Improv		\$115.00	490195	BEER LINES CLEANED
Total T.D. ANDERSON INC.			\$115.00		
Paid Chk# 095686	6/30/2014	THORPE DISTRIBUTING CO.			
E 640-47000-253	Beer For Resale		\$237.00	0076175	BEER
E 640-47000-253	Beer For Resale		\$544.00	00767174	BEER
E 640-47000-253	Beer For Resale		\$1,091.75	830163	BEER
E 640-47000-253	Beer For Resale		\$161.25	830164	BEER
E 640-47000-253	Beer For Resale		\$89.95	830165	BEER
E 640-47000-253	Beer For Resale		\$80.00	830166	BEER
E 640-48000-253	Beer For Resale		(\$90.00)	830167	BEER
E 640-48000-253	Beer For Resale		\$286.60	830168	BEER
E 640-48000-253	Beer For Resale		\$104.00	830169	BEER
E 640-47000-253	Beer For Resale		\$2,824.55	831670	BEER
E 640-48000-253	Beer For Resale		\$143.30	831671	BEER
Total THORPE DISTRIBUTING CO.			\$5,472.40		
Paid Chk# 095687	6/30/2014	TKO WINES, INC.			
E 640-47000-252	Wine For Resale		\$463.80	490573	WINE
Total TKO WINES, INC.			\$463.80		
Paid Chk# 095688	6/30/2014	ULTA-CHEM INC.			
E 640-48500-210	Operating Supplies (GENERAL)		\$587.26	1113258	SUPPLIES
Total ULTA-CHEM INC.			\$587.26		
Paid Chk# 095689	6/30/2014	WAYZATA CHAMBER OF COMMERCE			
E 640-48000-433	Dues, Licensing & Seminars		\$250.00	5971	NETWORKING PARTNER SPONSORSHIP
E 640-47000-433	Dues, Licensing & Seminars		\$250.00	5972	NETWORKING PARTNER SPONSORSHIP
Total WAYZATA CHAMBER OF COMMERCE			\$500.00		
Paid Chk# 095690	6/30/2014	WILLIAMS, CRAIG			

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E 640-48500-130	Employer Paid Ins	\$300.00	JUNE 2014	HEALTH INS.JUNE 2014
Total WILLIAMS, CRAIG		\$300.00		
Paid Chk# 095691	6/30/2014	WINE COMPANY		
E 640-47000-252	Wine For Resale	\$1,304.00	365086-00	WINE
E 640-47000-259	Freight	\$19.80	365086-00	FREIGHT
Total WINE COMPANY		\$1,323.80		
Paid Chk# 095692	6/30/2014	WINE MERCHANT		
E 640-47000-252	Wine For Resale	\$3,662.46	507780	WINE
E 640-47000-254	Soft Drinks/Mix For Resale	\$35.70	507780	MISC.BEV.
E 640-47000-259	Freight	\$35.62	507780	FREIGHT
E 640-47000-259	Freight	\$1.37	507781	FREIGHT
Total WINE MERCHANT		\$3,735.15		
Paid Chk# 095693	6/30/2014	WIRTZ BEVERAGE MN BEER		
E 640-48000-253	Beer For Resale	\$228.00	1090242202	BEER
E 640-47000-253	Beer For Resale	\$2,435.55	1090242229	BEER
E 640-48000-253	Beer For Resale	\$258.00	1090246202	BEER
E 640-47000-253	Beer For Resale	\$238.50	1090246275	BEER
E 640-47000-253	Beer For Resale	\$4,046.55	1090246276	BEER
Total WIRTZ BEVERAGE MN BEER		\$7,206.60		
Paid Chk# 095694	6/30/2014	WIRTZ BEVERAGE MN WINE & SPIRI		
E 640-47000-252	Wine For Resale	\$1,646.00	1080190037	WINE
E 640-47000-259	Freight	\$23.32	1080190037	FREIGHT
E 640-47000-259	Freight	\$7.25	1080190038	FREIGHT
E 640-47000-252	Wine For Resale	\$208.00	1080190038	WINE
E 640-47000-259	Freight	\$1.45	1080192802	FREIGHT
E 640-47000-251	Liquor For Resale	\$179.96	1080192802	LIQ
E 640-47000-259	Freight	\$8.70	1080192803	FREIGHT
E 640-47000-252	Wine For Resale	\$640.00	1080192803	WINE
E 640-47000-259	Freight	\$23.20	1080195753	FREIGHT
E 640-47000-252	Wine For Resale	\$1,746.00	1080195753	WINE
E 640-47000-259	Freight	\$36.01	1080196054	FREIGHT
E 640-47000-251	Liquor For Resale	\$3,995.96	1080196054	LIQ
E 640-47000-259	Freight	\$25.37	1080196834	FREIGHT
E 640-47000-251	Liquor For Resale	\$2,917.05	1080196834	LIQ
E 640-47000-251	Liquor For Resale	(\$71.80)	2080039960	LIQ
E 640-47000-251	Liquor For Resale	(\$226.40)	2080042544	LIQ
E 640-47000-251	Liquor For Resale	(\$136.45)	2080046694	LIQ
Total WIRTZ BEVERAGE MN WINE & SPIRI		\$11,023.62		
Paid Chk# 095695	6/30/2014	WOODFORD, RICHARD		
E 640-47000-130	Employer Paid Ins	\$300.00	JUNE 2014	HEALTH INS.JUNE 2014
Total WOODFORD, RICHARD		\$300.00		
10100 Anchor Bank		\$159,283.03		

Fund Summary**10100 Anchor Bank**

101 GENERAL FUND	\$20,647.37
640 LIQUOR	\$138,635.66
	\$159,283.03

RESOLUTION NO. 21-2014
RESOLUTION APPOINTING ELECTION JUDGES FOR 2014 ELECTIONS

WHEREAS, in accordance with Minnesota Statutes 204B.21, the governing body of the municipality shall appoint election judges for precincts in that municipality.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota, that the City Council of Wayzata approves the appointment of the following election judges who are eligible to serve as election judges for the voting precinct in the City of Wayzata for the 2014 elections (primary and general), and authorizes the Deputy City Clerk to make any substitutions or additions of election judges as necessary.

Ambrose	Elaine
Ambrose	Robert
Babcock	Merrily
Bashioum	Lindsay
Bergerson	David
Bundul	Mick
Cole	Sarah Jane
Creed	Anne
Danner	Carol
Eide	Mary Jo
Gharrity	Kim
Hanson	Donna
Hoffman	Marlys
Hoffman	Virgil
Howe	Kent

Hubbard	W. Bruce
Ice (Head Judge)	Pete
Jarosh	Lisa
Lentz	David
Majka	Kym
Madden	Dennis
Malmberg	Joel
Papa	Joel
Rye	George
Schuck	Judy
Sleeper	Brad
Sleeper	Lynda
Starkey	Judith
Truax	Joy
Wothe	Barbara

Adopted by the Wayzata City Council this 15th day of July, 2014.

Kenneth Willcox, Mayor

Attest: _____
Heidi Nelson, City Manager

CERTIFICATION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I hereby certify that the attached and foregoing resolution is a true and correct copy of the Resolution Appointing Election Judges for the 2014 Elections duly adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on July 15, 2014.

Becky Malone, Deputy City Clerk

SEAL

2014 MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL ON 7/15/2014

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

ONE (1) DAY TEMPORARY ON-SALE LIQUOR LICENSE for the sale of wine and strong beer on September 12, 2014 at "The Gathering," St. Bartholomew School, 630 Wayzata Blvd. E.	
St. Bartholomew School	Wayzata, MN
ONE (1) DAY TEMPORARY ON-SALE LIQUOR LICENSE for the sale of strong beer on August 9, 2014, at "50's Fever," Meridian Manor, 163 Wayzata Blvd. W.	
Wayzata American Legion #118	Wayzata, MN
2014 Solicitors License	
Kirk McBreen - Twin City Steak & Seafood	New Hope, MN
Julian Thomas - Mercury Matrix for CenturyLink	Bloomington, MN



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
444 Cedar Street Suite 133, St. Paul MN 55101-5133
(651) 215-6209 Fax (651) 297-5259 TTY (651) 282-6555
WWW.DPS.STATE.MN.US



RECEIVED
\$25.00
JUN 27 2014

APPLICATION AND PERMIT
FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE
AT A COMMUNITY FESTIVAL HELD WITHIN THE CITY OF WAYZATA

TYPE OR PRINT INFORMATION

NAME OF RESTAURANT <i>Organization</i> <i>St. Bartholomew School</i>		DO YOU HOLD A FOOD LICENSE IN THE CITY OF WAYZATA? <i>no - will have a itinerant food permit for day</i>	
STREET ADDRESS <i>630 E. Wayzata Blvd</i>	CITY <i>Wayzata</i>	STATE <i>MN</i>	ZIP CODE <i>55391</i>
NAME OF PERSON MAKING APPLICATION <i>Jennifer Nick</i>	BUSINESS PHONE <i>School</i> <i>(952) 473-6189</i>		
DATE(S) LIQUOR WILL BE SOLD: <i>9-12-14</i> <i>midnight</i> TIME LIQUOR WILL BE SOLD: <i>5:00am</i> <i>10:00am</i> <i>12:00am</i> start time stop time		NAME OF COMMUNITY FESTIVAL <i>The Gathering</i>	
ORGANIZATION OFFICER'S NAME <i>Jennifer Nick</i>		ADDRESS <i>[Redacted]</i>	
NAME OF PERSON IN CHARGE AT EVENT <i>Jennifer Nick</i>		TELEPHONE NUMBER OF PERSON IN CHARGE AT EVENT <i>[Redacted]</i>	
WHAT DO YOU PLAN TO SELL? <i>Beer and Wine</i>		PLEASE ATTACH DRAWINGS WHICH ILLUSTRATE YOUR LOCATION AT THE EVENT INCLUDING LOCATION OF TABLES, LOCATION OF BAR, ILLUSTRATION OF CONTROL MEASURES, ETC. ARE DRAWINGS ATTACHED? <i>Yes</i>	

Location license will be used. If an outdoor area, describe Please attach a map and/or drawings of location license will be used.

St. Bartholomew Parking lot - see attached map

Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service.
no

Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage.

CERTIFICATE OF INSURANCE MUST BE ATTACHED.
THE CITY OF WAYZATA MUST BE LISTED AS A "CERTIFICATE HOLDER" ON THE CERTIFICATE.
THE CITY OF WAYZATA MUST BE LISTED AS AN "ADDITIONAL INSURED" ON THE POLICY AND
THE ACTUAL EVENT LOCATION AND EXACT DATES OF THE EVENT MUST BE SHOWN.

APPROVAL

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

Wayzata Police Department Approval

Date Approved

DATE APPROVED

CITY/COUNTY *City of Wayzata - Hennepin*

LICENSE DATES *September 12, 2014*

CITY FEE AMOUNT *\$25.00*

DATE FEE PAID *6/27/2014 \$28342*

SIGNATURE CITY CLERK OR COUNTY OFFICIAL

APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the License for the event

Signature of Applicant

Date *6-26-14*

PS-09079 (02/05)

CC-07-15-2014
Page 19 of 95

Certificate of Coverage

Date: 6/30/2014

Certificate Holder

Archdiocese of Saint Paul and Minneapolis
Chancery Office
226 Summit Avenue
St. Paul, MN 55102

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

St. Bartholomew Catholic Church
630 East Wayzata Boulevard
Wayzata, MN 55391

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability	8589	7/1/2014	7/1/2015	Each Occurrence	500,000
	☒ Occurrence				General Aggregate	
	☐ Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability	8589	7/1/2014	7/1/2015	Each Occurrence	500,000
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage is verified with regard to Covered Location's The Gathering event to be held on parish grounds, September 12, 2014.

Includes Liquor Liability.

Holder of Certificate

City of Wayzata
600 Rice Street East
Wayzata, MN 55391

Cancellation

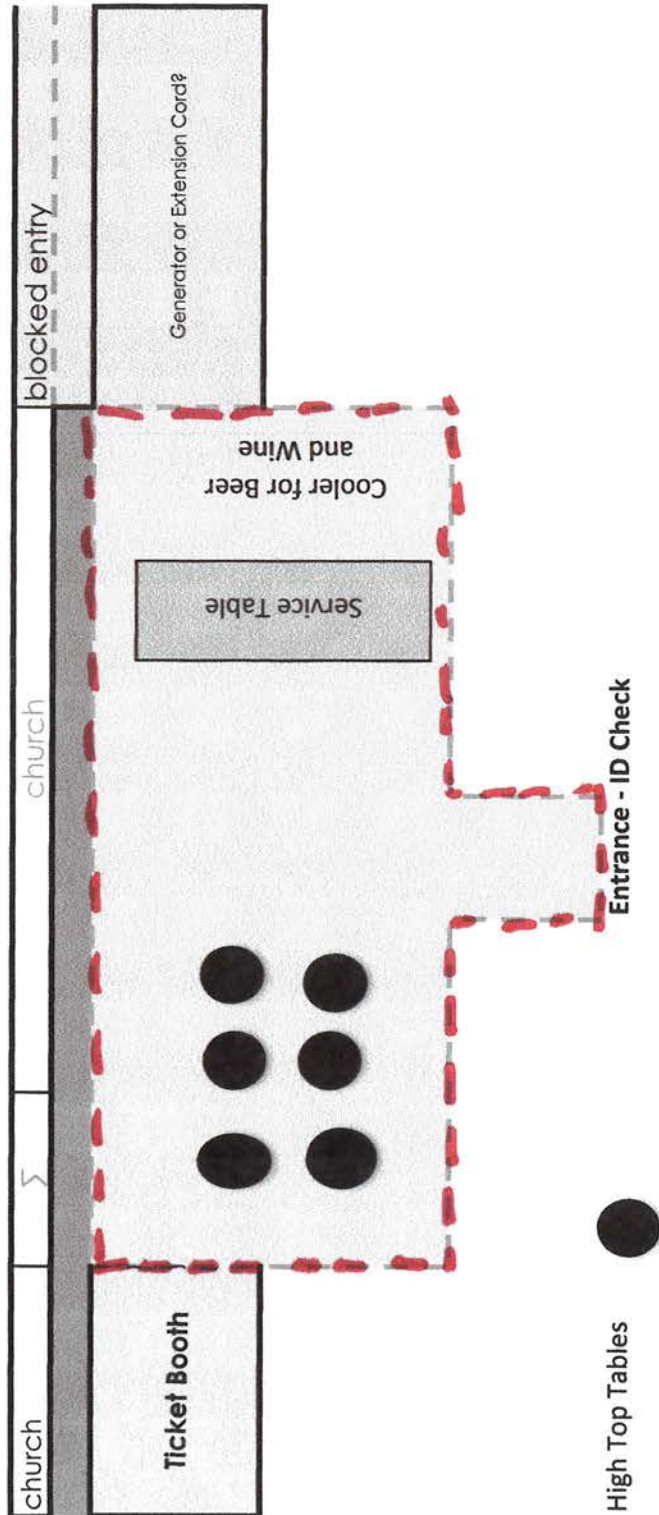
Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Michael A. Antunovich
CC 07-15-2014
Page 20 of 95

0111006810

Beer and Wine Tent Blow up for St. Bartholomew The Gathering, September 12, 2014

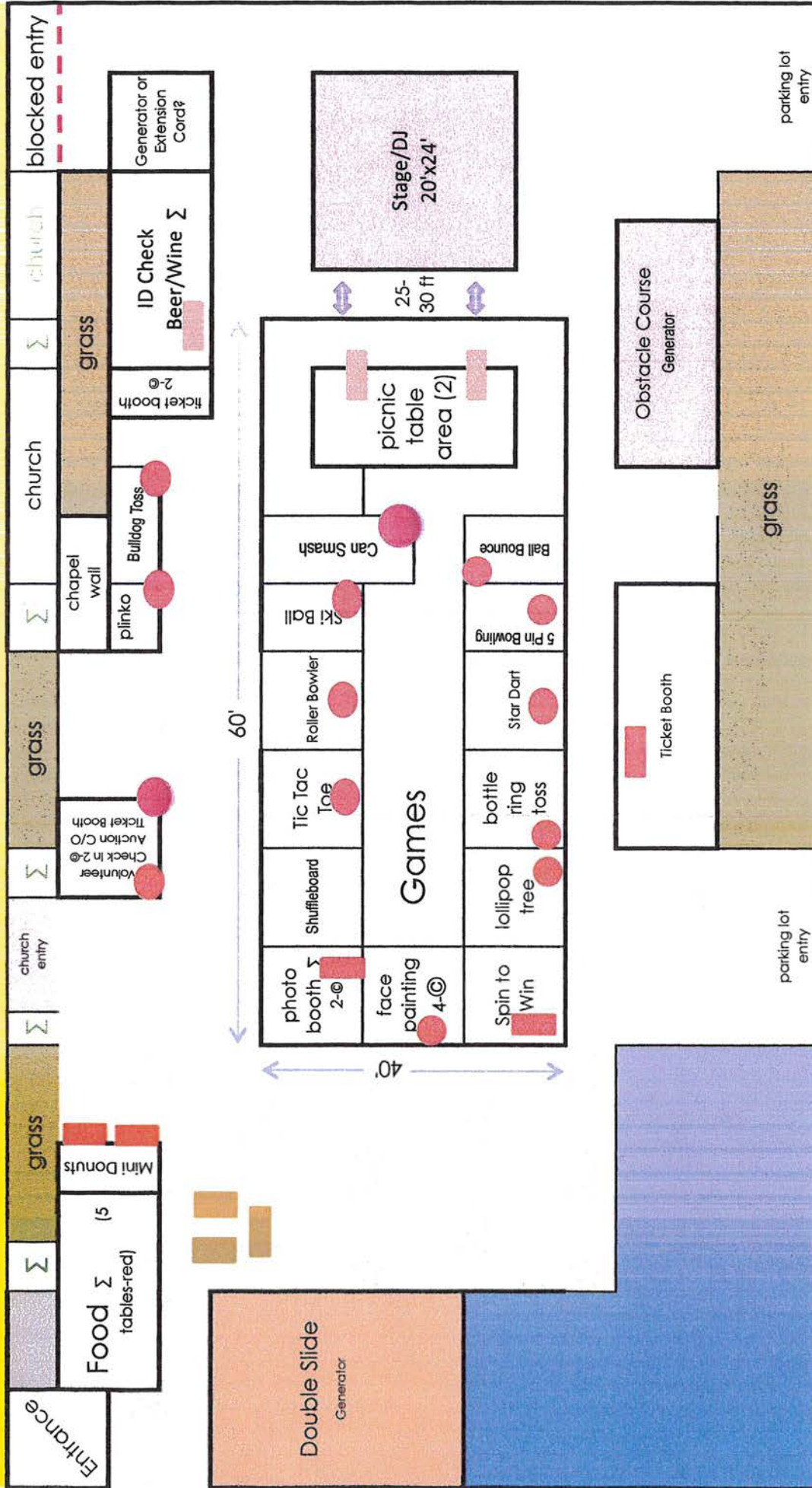


Tentative as of June 26, 2024

Fence in red surround perimeter of Beer and Wine Tent

RECEIVED
JUN 27 2014
CITY OF WAYZATA

St. Bartholomew The Gathering Map - September 12, 2014

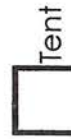


blocked entry

blocked entry

Σ = electricity Ⓢ = chair

tentative as of June 26, 2014



Picnic Table

Wayzata Blvd

RECEIVED

JUN 27 2014

CITY OF WAYZATA



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
444 Cedar Street Suite 133, St. Paul MN 55101-5133
(651) 215-6209 Fax (651) 297-5259 TTY (651) 282-6555
WWW.DPS.STATE.MN.US



\$25

APPLICATION AND PERMIT
FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE
AT A COMMUNITY FESTIVAL HELD WITHIN THE CITY OF WAYZATA

TYPE OR PRINT INFORMATION

NAME OF RESTAURANT <u>American Legion Post 118</u>		DO YOU HOLD A FOOD LICENSE IN THE CITY OF WAYZATA? <u>YES</u>	
STREET ADDRESS <u>949 EAST WAYZATA BLVD</u>	CITY <u>WAYZATA</u>	STATE <u>MN</u>	ZIP CODE <u>55391</u>
NAME OF PERSON MAKING APPLICATION <u>Bill Stein Board Chair</u>		HOME PHONE <u>[REDACTED]</u>	
DATE(S) LIQUOR WILL BE SOLD: <u>AUG 9, 2014</u> TIME LIQUOR WILL BE SOLD: <u>10 AM - 2 PM</u> start time stop time		NAME OF COMMUNITY FESTIVAL <u>50's FEVER AT MERIDIAN MANOR</u>	
ORGANIZATION OFFICER'S NAME <u>Buck Doran</u>		ADDRESS <u>163 West Wayzata Blvd Wayzata MN 55391</u>	
NAME OF PERSON IN CHARGE AT EVENT <u>Joe Fierro</u>		TELEPHONE NUMBER OF PERSON IN CHARGE AT EVENT <u>[REDACTED]</u>	
WHAT DO YOU PLAN TO SELL? <u>Beer</u> <u>Strong Beer</u>		PLEASE ATTACH DRAWINGS WHICH ILLUSTRATE YOUR LOCATION AT THE EVENT INCLUDING LOCATION OF TABLES, LOCATION OF BAR, ILLUSTRATION OF CONTROL MEASURES, ETC. ARE DRAWINGS ATTACHED?	
Location license will be used. If an outdoor area, describe Please attach a map and/or drawings of location license will be used. <u>MERIDIAN MANOR (TENT)</u> <u>163 W. WAYZATA BLVD.</u> <u>WAYZATA, MN 55391</u>			
Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service. <u>YES WAYZATA AMERICAN LEGION</u> <u>949 E. WAYZATA BLVD. WAYZATA, MN 55391</u>			
Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage. <u>YES</u> CERTIFICATE OF INSURANCE MUST BE ATTACHED. THE CITY OF WAYZATA MUST BE LISTED AS A "CERTIFICATE HOLDER" ON THE CERTIFICATE. THE CITY OF WAYZATA MUST BE LISTED AS AN "ADDITIONAL INSURED" ON THE POLICY AND THE ACTUAL EVENT LOCATION AND EXACT DATES OF THE EVENT MUST BE SHOWN. <u>LOCKTON AFFINITY (POST INSURANCE)</u> <u>250,000</u>			
APPROVAL			
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL & GAMBLING ENFORCEMENT			
Wayzata Police Department Approval <u>[Signature]</u>		Date Approved <u>7/10/14</u>	
CITY/COUNTY <u>CITY OF WAYZATA</u> <u>HENNEPIN COUNTY, MN</u>		DATE APPROVED _____	
CITY FEE AMOUNT <u>\$25.00</u>		LICENSE DATES <u>AUGUST 9, 2014</u>	
DATE FEE PAID <u>JULY 9, 2014</u>			
SIGNATURE CITY CLERK OR COUNTY OFFICIAL _____		APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT _____	

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the License for the event

Signature of Applicant _____

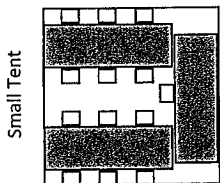
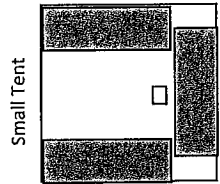
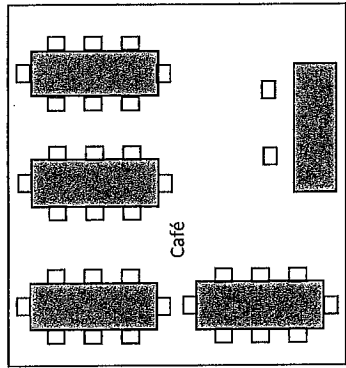
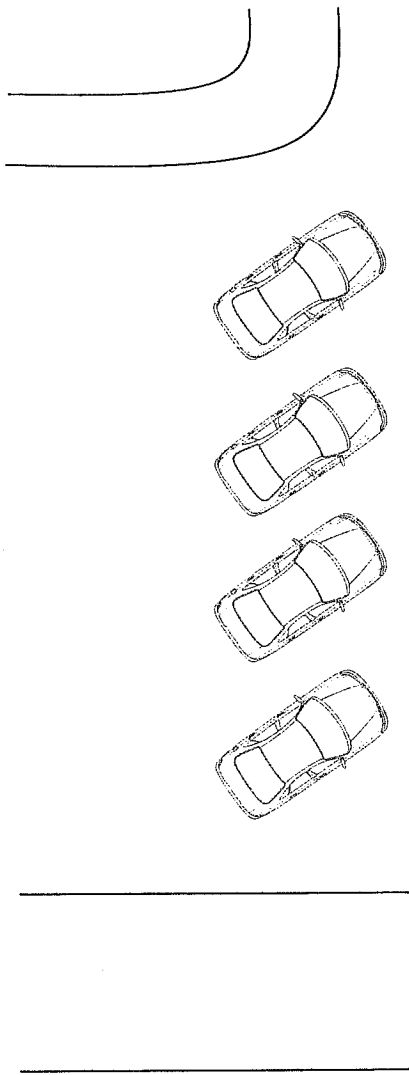
Date _____

PS-09079 (02/05)

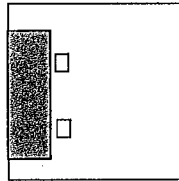
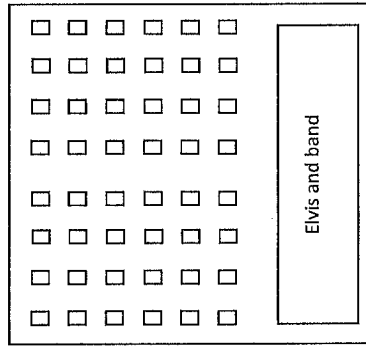
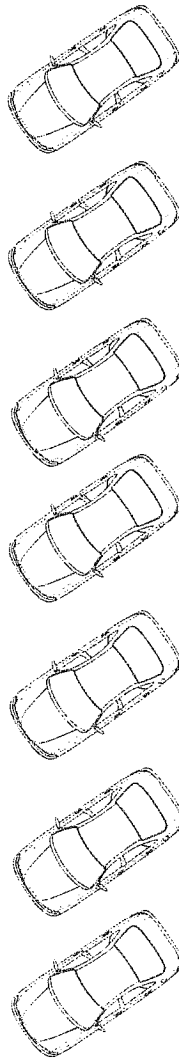
CC 07-15-2014

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FRONT OF THE BUILDING
MERIDIAN MANOR PARKING LOT



50's Fever at Meridian Manor on August 9th, 2014



Beer Tent

Large Tent



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/10/2014

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 Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679	CONTACT Lockton Affinity, LLC NAME: PHONE (A/C No. Ext): 800-669-9944 FAX (A/C No.): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: AIX Spec. Ins. Co. NAIC# 12833 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Ernest Aselton American Legion Post #118 Inc. 949 E. Wayzata Boulevard Wayzata, MN 55391		

COVERAGES
CERTIFICATE NUMBER:
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC	X		LFZ-BP-0031673-0	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPLY/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 50's fever at Meridian Manor. August 9, 2014.

CERTIFICATE HOLDER
CANCELLATION

 Meridian Manor
 163 West Wayzata Blvd
 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



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake

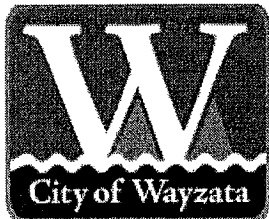
600 Rice Street
Wayzata, MN 55391-1734
(952) 404-5340
Fax: (952) 404-5359

MEMORANDUM

To: Heidi Nelson
From: Chief Mike Risvold *MR*
Date: July 9, 2014
Re: Solicitor Permit Application

The police department has conducted an investigation into the solicitor permit application of Kirk Alton McBreen. His application was made to solicit meat and seafood products door to door on behalf of Twin Cities Steak and Seafood located in New Hope, Minnesota.

The investigation revealed that Mr. McBreen has been cited or warned for soliciting without a license or permit in Washington County (9/13), Plymouth (9/13), Wayzata (5/14), and Mitchell, SD (5/14). No other violations or issues were discovered.



City of Wayzata
600 Rice Street East
Wayzata, MN 55391-1734
952-404-5300

#28309

pd 6.24.14 #170

**2014 APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS**

☐ Individual

☐ Partnership

☒ Corporation

(An application and a license fee of \$170 are required for **each** individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Kirk Alton McBreen
(first) (middle) (last)

Name of Business: Twin City Steak & Seafood Inc.

Business Address: 5600 International Pkwy #5604

City: New Hope State MN Zip _____

Type of Business: Frozen meat & Seafood Wholesaler

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

Location of Business (in the case of transient merchants): New Hope, Mn

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

General description of items or services to be sold: Steak, Seafood, Chicken, Pork

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 Ford Model Transit Year 2011 License Number YBE2964 State MN

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 6/28/14 Signature [Signature]

Office Use Only:

License Fee: \$170.00 per applicant

Date paid: 6.24.14

Receipt #: 28309



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake

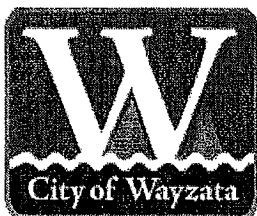
600 Rice Street
Wayzata, MN 55391-1734

(952) 404-5340
Fax: (952) 404-5359

MEMORANDUM

To: Heidi Nelson
From: Chief Mike Risvold *MR*
Date: July 9, 2014
Re: Solicitor License Application

The police department has conducted an investigation into the solicitor license application for Julian Franklin Thomas. The investigation revealed a 2005 arrest for misdemeanor criminal trespass in Hanover, NH. No other violations or issues were discovered.



City of Wayzata
600 Rice Street East
Wayzata, MN 55391-1734
952-404-5300

**2014 APPLICATION FOR MUNICIPAL LICENSE
PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS**

☐ Individual ☐ Partnership ☒ Corporation

(An application and a license fee of \$170 are required for *each* individual applicant wishing to do business in the City of Wayzata.)

Individual Applicant's Name Julian Franklin Thomas
(first) (middle) (last)

Name of Business: Mercury Matrix Inc

Business Address: 8120 Penn Ave South

City: Bloomington State MN Zip 55431

Type of Business: Outsource Sales and Marketing Firm

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

Century Ink → Jeff Johnson (Area Sales Manager) - 2800 Wayzata Blvd, 55405

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

Length of time for license (Dates – if temporary) Date of approval – 10/23/2014

General description of items or services to be sold: phone

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 2007 License Number _____ State NV

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 6/23/14

Signature [Signature]

Office Use Only:

License Fee: \$170.00 per applicant

Date paid: 6-25-14

Receipt #: 28328

7/15/2014
THE FOLLOWING MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY

2014 Gas Fitters License	
All Ways Plumbing	Milaca, MN

WAYZATA POLICE DEPARTMENT
ACTIVITY REPORT
JUNE, 2014

Theft **Reported:** 06-02-2014 0840

Two solar lights taken from yard. Loss \$20.

Addresses Involved

22XX Grand Ave , Long Lake, MN

Theft **Reported:** 06-02-2014 1403

Ipad stolen from business. Loss \$500.

Addresses Involved

13XX Wayzata Blvd E, Unknown, MN

After Hours / Curfew **Reported:** 06-09-2014 0120

Officer located vehicle in park after hours. Two adult males were sent on their way. Juvenile female was cited for curfew and transported home by officer.

Addresses Involved

3XX Harrington Dr , Long Lake, MN

Animal Complaint **Reported:** 06-07-2014 1450

Report of a dog biting another dog and causing injury. Case in under investigation.

Addresses Involved

Brown Rd S & Watertown , Long Lake, MN

Appliance Fire **Reported:** 06-06-2014 1913

Wayzata Police and Fire responded to an oven fire. Fire was extinguished and oven was removed from residence.

Addresses Involved

2XX Glenbrook Road N , Wayzata, MN 55391

Accident **Reported:** 06-06-2014 1422

82 year old male was struck by a vehicle and subsequently died. This case remains under investigation.

Addresses Involved

Wayzata Boulevard W & Brown Road , Long Lake, MN 55356 USA

Animal Complaint **Reported:** 06-06-2014 0758

Report of a deer stuck in a fence. Officer and a passerby were able to free the deer.

Addresses Involved

5XX Bushaway Rd , Wayzata, MN

Theft **Reported:** 06-05-2014 2222

No pay for meals and drinks and theft of two bottles of liquor. Loss \$49.

Addresses Involved

7XX Mill St E, Wayzata, MN 55391 USA

Theft of Necklace **Reported:** 06-05-2014 1418

Theft of a necklace. Theft occurred in April. Loss \$4100.

Addresses Involved

11XX Wayzata Blvd , Wayzata, MN 55391

Accident/Pd

Reported: 06-04-2014

1310

Semi truck hit railroad cross arms and caused damage. Unknown loss at this time.

Addresses Involved

Barry Ave S & Lake St E , Wayzata, MN 55391

Theft Report

Reported: 06-03-2014

1400

Report of theft of boat parts from a boat sometime in the past several months. Loss \$938.

Addresses Involved

1XXX Eastman Ave E, Wayzata, MN 55391

No Pay

Reported: 06-16-2014 1002

Male driver left without paying for his gas. Officer contacted male and he stated that he did not realize he left without paying. Male returned to gas station and paid.

Addresses Involved

13XX Wayzata Blvd , Wayzata, MN 55391

Accident

Reported: 06-16-2014 0849

Two vehicle accident with injuries. One driver transported to hospital for evaluation.

Addresses Involved

Highway 12 & Central Ave , Wayzata, MN

Suspicious Vehicle/Curfew Violators

Reported: 06-16-2014

0322

Three juveniles located out after hours. All three were cited for curfew and released to their parents.

Addresses Involved

1XX Lake Street E , Wayzata, MN 55391 USA

Suspicious Activity

Reported: 06-15-2014 0324

Report of a suspicious occupied vehicle parked at end of resident's driveway. Passenger in vehicle was being dropped off at house across the street.

Addresses Involved

4XX Highcroft Rd , Wayzata, MN 55391

Suspicious Vehicle

Reported: 06-15-2014 0236

Officer observed two occupied vehicles in business parking lot after hours. Male party was dropping female off at her vehicle. Both parties were advised.

Addresses Involved

1100 block WAYZATA BLVD E, Wayzata, MN 55391 USA

After Hours

Reported: 06-15-2014 0020

Officer located an occupied vehicle in the park after hours. Parties

were advised and sent on their way.

Addresses Involved

2XX Grove Lane , Wayzata, MN

Unwanted Person - Solicitor **Reported:** 06-13-2014 1807

Solicitor in area without a permit. Male was located and advised on city ordinance.

Addresses Involved

4XX Peavey La , Wayzata, MN

Suspicious Vehicle/Curfew Violators **Reported:** 06-13-2014

0238

Male and female located out after curfew. Both parties cited for curfew, transported home, and released to a parent.

Addresses Involved

500 block of Broadway Avenue N , Wayzata, MN 55391 USA

Unwanted Person **Reported:** 06-12-2014 1055

Male was panhandling with a sign at Wayzata Blvd and Ferndale Road. Officer made contact with the male and advised of city ordinance. He then left the area.

Addresses Involved

1XX Wayzata Boulevard E , Wayzata, MN 55391

DWI **Reported:** 06-12-2014 0939

33 year old male from Hopkins was charged with 4th degree driving while under the influence, tested .13.

Addresses Involved

Interstate 494 & Interstate 394 , Minnetonka, MN USA

Names Involved

(Arrested) Ell, David Andrew (Age:33)

Domestic Assault **Reported:** 06-23-2014 2325

Charges pending against a 37 year old female for domestic assault.

Addresses Involved

1XX Circle A Dr, Wayzata, MN 55391

Vandalism **Reported:** 06-23-2014 1057

Graffiti painted on side of business. Unknown loss at this time.

Addresses Involved

1XX Lake St E, Wayzata, MN

Drunk Problem **Reported:** 06-22-2014 2109

Report of three roommates being intoxicated and loud in their apartment. All parties were advised.

Addresses Involved

215 Barry Ave APT207, Wayzata, MN 55391

Warrant arrest **Reported:** 06-20-2014 0933

A 27 year old male from Minnetonka was arrested on an outstanding warrant.

Addresses Involved

6XX Rice Street E, Wayzata, MN 55391 USA

Names Involved

(Arrested) Ramirez, Andrew John (Age:27)

Vehicle Fire

Reported: 06-19-2014 1623

Report of a vehicle fire. Vehicle had a radiator issue that caused it to smoke. No vehicle fire.

Addresses Involved

Barry Ave S & Lake E, Wayzata, MN

Accident/Pd

Reported: 06-18-2014 1152

Two vehicle property damage accident.

Addresses Involved

Central Ave N & Wayzata E, Wayzata, MN

Accident/Pd Reported: 06-18-2014 0840

Two vehicle property damage accident.

Addresses Involved

Central Ave N & Wayzata E, Wayzata, MN

Suspicious Act

Reported: 06-17-2014 1431

Report of a male in a minivan taking pictures of people. Male was taking pictures of damage to the docks.

Addresses Involved

2XX Grove La , Wayzata, MN

Suspicious Act Reported: 06-17-2014 0242

Officer observed an open attached garage door. Checked garage with owner, nothing appeared to have been disturbed.

Addresses Involved

110 Minnetonka Ave , Wayzata, MN

Unwanted Person

Reported: 06-30-2014 1850

Verbal father son dispute. Situation mediated.

Addresses Involved

1XX Meadow La , Long Lake, MN

Accident

Reported: 06-30-2014 0943

Vehicle/bicycle accident with injuries. Bicyclist transported to the hospital.

Addresses Involved

Barry Ave S & Lake E, Wayzata, MN

Litter/Dumping

Reported: 06-30-2014 0905

Report of several large items illegally dumped in dumpster.

Addresses Involved

2XXX Daniels St , Long Lake, MN 55356 USA

Loud Music

Reported: 06-29-2014 2046

Report of loud music. Group of approximately 20 people on patio advised to turn music down on.

Addresses Involved

1XX Circle A Dr , Wayzata, MN 55391

Animal Complaint

Reported: 06-28-2014 1248

Report of a dog left in a vehicle unattended. Vehicle was running.

Addresses Involved

2XX Minnetonka Ave S, Wayzata, MN 55391 USA

Theft

Reported: 06-28-2014 1233

Report of theft of a lifeguard chair. Chair was located at maintenance shop. Unfounded.

Addresses Involved

2XX Grove La E, Wayzata, MN

Theft From Vehicle

Reported: 06-27-2014 1854

Report of a theft of a purse from a vehicle. Purse was misplaced and later located. Unfounded.

Addresses Involved

1XXX Lasalle St , Wayzata, MN

Unwanted Person

Reported: 06-27-2014 1539

Report of a solicitor in the area without a permit. Male was located and advised of city ordinance.

Addresses Involved

16XXX Holdridge Rd W, Wayzata, MN

Curfew Violation

Reported: 06-27-2014 0017

17 year old male cited for curfew violation.

Addresses Involved

13XX Wayzata Blvd E, Wayzata, MN 55391 USA

Criminal Damage To Property

Reported: 06-26-2014 2339

Damage done to three mailboxes in the area. Loss approximately \$600.

Addresses Involved

16XX Crosby Rd , Wayzata, MN 55391

Unwanted Person

Reported: 06-26-2014 1728

Two male solicitors in the area selling sliding. Unable to locate.

Addresses Involved

2XX Ridgeview Dr E, Wayzata, MN

Burglary

Reported: 06-26-2014 1240

Bicycle taken from garage sometime in past month and a half. Loss \$1000.

Addresses Involved

2XXX Orchard La , Long Lake, MN

Accident

Reported: 06-26-2014 1130

Two vehicle accident. One driver transport to hospital.

Addresses Involved

1200 block of Wayzata Boulevard , Wayzata, MN 55391

Disturbance

Reported: 06-25-2014 2038

Verbal dispute between two neighbors. Parties advised.

Addresses Involved

5XX Dexter Dr , Long Lake, MN

Suspicious Act Reported: 06-25-2014 1442

Attempted phone scam. No loss.

Addresses Involved

2XXX Wayzata Blvd W, Long Lake, MN

School Fire Reported: 06-25-2014 1044

Smoke from burnt food in school set off fire alarm. Wayzata Fire Department ventilated room.

Addresses Involved

3XX Peavey La , Wayzata, MN

Suspicious Activity Reported: 06-25-2014 0153

Officer observed male in basement of closed business. Male was a painter hired to paint at night.

Addresses Involved

3XX Wayzata Blvd E, Wayzata, MN

Suspicious Activity Reported: 06-25-2014 0125

Suspicious vehicle driving through area without headlights on. Vehicle stopped and occupants were advised.

Addresses Involved

Park St E & Minnetonka Ave N , Wayzata, MN

Drunk Problem Reported: 06-24-2014 1858

Report of an intoxicated male and female. Both parties transported to detox facilities.

Addresses Involved

2XX Barry Ave, Wayzata, MN

Accident/Fatal Reported: 06-24-2014 1548

An 86 year-old Wayzata woman died as result of being struck by a motor vehicle while on the sidewalk.

Addresses Involved

100 block of Promenade Ave , Wayzata, MN

Warrant Reported: 06-24-2014 1038

A 19 year old male from Wayzata was arrested on an outstanding warrant.

Addresses Involved

1XX Grand Ave , Wayzata, MN 55391

Names Involved

Whitworth, Thomas Shevlin (Age:19)

Suspicious Activity Reported: 06-24-2014 0057

Officer observed a vehicle drive through the area three times. Vehicle was stopped. Drive was lost.

Addresses Involved

1XXX Wayzata Blvd , Wayzata, MN

TRAFFIC - JUNE, 2014

CITATIONS	116
WRITTEN WARNINGS	29
VERBAL WARNINGS	56

Description	Jun 2014
MISSING PERSON	4
MISSING ANIMAL	2
MISSING/LOST PROPERTY	6
FOUND PROPERTY	4
ABANDONED VEHICLE	2
Fatal MV & Bicycle/Ped	2
PIMV	3
PDMV	21
H & R PDMV	4
FALL/CUT	2
Other Fire/Smoke	1
Single Family Home Fire	1
Vehicle Fire	2
FIRE ALARM	13
GAS LEAK/SMELL	1
HAZ MAT	2
GENERAL HAZARD	3
HAZ ROAD CONDITION	11
RR Crossing Hazard	2
SUICIDE THREAT	1
OTHER MEDICAL	50
Medical Alarm	1
WELFARE CHECK - ADULT	18
WELFARE CHECK - JUV	4
INFO REC'D	12
VERBAL DOMESTIC	1
CIVIL MATTER	8
Trespass Warn/Order	1
DISTURBANCE/FIGHT/LOUD PARTY	16
SUSPICION	45
OPEN DOOR/WINDOW	1
Scam Attempt	2
SHOTS FIRED	1
MISC. JUVENILE PROBLEM	1
DRIVING/TRAFFIC COMPLAINT	29
PARKING COMPL	9
RECORD CHECKS	11
FIREARM PERMIT	5
Solicitor Permit	1

OTHER ORD VIOL (JUNK CARS, ETC)	1
PUBLIC NUISANCE - Verbal Warning	1
SOLICITATION	5
ANIMAL VIOLATION - Written Warning	1
ANIMAL COMPLAINT/CHECK	22
Potential Dangerous Dog Notices	1
DOG LICENSE ISSUED	2
KENNEL APP/LICENSE	1
ADULT PROTECTION ASSIST	3
FINGERPRINTS	8
MOTORIST ASSIST/STALL	10
UTILITY PROBLEM	8
PUBLIC ASSIST	10
LOCKOUT	12
BUSINESS ALARM	14
CO2 ALARM	2
HOME ALARM	22
911 HANG-UP	14
Park Violation	1
ASSIST OTHER DEPT	12
WARRANT/ATTEMPT/ARREST	3
TRANSPORT	1
CASE FOLLOW UP	3
DOM ASLT-MS-INFLT BODILY HARM-HANDS-AD-FAM	1
BURG 4-UNOCC RES NO FRC-U-UNK WEAP-UNK AQCT	1
TRAF-ACC-M-4TH DEG DWI-UI ALCOHOL-MV	1
TRAF-ACC-MS-4TH DEG DWI-08 OR MORE -MV	1
JUVENILE-ALCOHOL OFFENDER-UNDER 18 YRS	1
LIQUOR - SELLING	1
JUVENILE-CURFEW	4
JUVENILE-RUNAWAY	2
DISTURB PEACE-GM-VIOLATION DOM ABUSE NO CONTAC	1
PROP DAMAGE-GM-PRIVATE-UNK INTENT	1
PROP DAMAGE-MS-PRIVATE-UNK INTENT	1
PROP DAMAGE-MS-PRIVATE-OTHER INTENT	1
LITTER-UNLAWFUL DEPOSIT OF GARBAGE-MS	1
THEFT-1001-5000 DLRS FE-BLDG-OTHER PROPERTY	1
THEFT-501-1000 DLRS GM-BLDG-OTHER	1
THEFT-501 1000 GM-WATERCRAFT-OTH PRO	1
THEFT-500 OR LESS MS-BLDG-OTH PROP	1
THEFT-500 OR LESS MS-SELF SERVE GAS-GAS ONLY	1
FRAUD-FE-FINAN EXPLOIT VULN ADULT-\$501-\$2,500	1
THEFT-FE-IDENTITY THEFT-2501-19999	1

2013	2014 April	2014 May	2014 June	YTD 2014
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BUILDING CONSTRUCTION

NUMBER OF BLDG. PERMITS	180	15	21	23	101
PROJECT VALUE	\$86,541,995.07	\$5,004,206.32	\$9,394,837.00	\$7,873,961.00	\$48,847,109.31
BUILDING PERMIT FEE	\$450,148.65	\$29,997.25	\$46,601.25	\$45,285.50	\$253,114.75
PLAN CHECK FEE	\$263,643.54	\$19,145.46	\$20,682.19	\$28,739.04	\$151,456.48

EXTERIOR REPAIR

NUMBER OF PERMITS	54	9	10	8	31
PROJECT VALUE	\$803,851.01	\$69,970.00	\$115,141.00	\$141,187.70	\$422,455.70
PERMIT FEE	\$12,737.00	\$ 1,460.25	\$ 1,958.00	\$ 2,434.00	\$7,099.00

MECHANICAL

NUMBER OF PERMITS	154	17	16	12	95
PROJECT VALUE	\$4,245,740.00	1,625,335.00	1,273,230.95	137,033.60	\$3,721,722.30
PERMIT FEE	\$70,487.99	25,441.52	20,089.12	2,763.08	\$61,763.04

PLUMBING

NUMBER OF PERMITS	166	14	14	15	83
PROJECT VALUE	\$1,041,197.50	\$1,366,952.00	\$143,250.00	\$258,060.00	\$2,377,651.00
PERMIT FEE	\$21,005.93	\$21,357.16	\$2,918.00	\$4,631.92	\$41,086.58

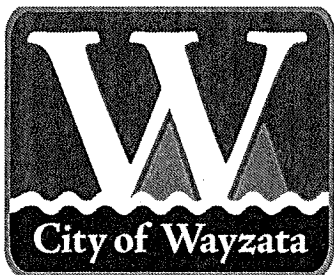
TOTAL # OF PERMITS	554	55	61	58	310
TOTAL INCOME	\$818,023.11	\$97,401.64	\$92,248.56	\$83,853.54	\$514,519.85

NUMBER OF INSPECTIONS

BUILDING	639	37	90	83	425
EXTERIOR	74	1	17	11	34
HVAC	318	39	44	34	208
PLUMBING	294	19	40	39	157
OTHER	39	2	0	0	6
TOTAL # OF INSPECTIONS	1364	98	191	167	830

RENTAL HOUSING INSPECTIONS

INSPECTIONS	122	17	8	1	113
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City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:
Ken Willcox

City Council:
Jack Amdal
Bridget Anderson
Andrew Mullin
Tom Tanner

City Manager:
Heidi Nelson

MEMORANDUM

DATE: July 9, 2014

TO: The Honorable Mayor and Members of the City Council

FROM: Becky Malone, Deputy City Clerk

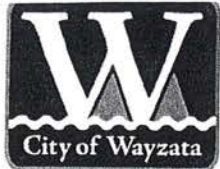
RE: Application to amend the definition of the licensed premises for Sushi Fix's On-Sale Wine License and On-Sale 3.2% Malt Liquor License

Introduction: Sushi Fix LLC has made a request for an amendment to the definition of their licensed premises to include an addition to their existing restaurant located at 862 Lake Street E.

Location: The restaurant addition is located on the west side of their existing restaurant.

Proposed Use: The addition, which is 1,300 square feet in size, will include a bar, 14 tables and 55 chairs. They plan to consume beverages, including alcoholic beverages, and food in this new restaurant space. The applicant intends to apply for an On-Sale Liquor License for consideration in August 2014.

Staff Recommendation: Staff recommends approval of the amendment to the definition of the licensed premises for Sushi Fix's On-Sale Wine License and On-Sale 3.2% Malt Liquor License to include the addition on the west side of their existing restaurant.



City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734
Licensing: 952-404-5303
Fax: 952-404-5318

Request for Amendment to:

- ☒ On-Sale Wine License ☒ On-Sale 3.2% Malt Liquor License ☐ Club On-Sale Liquor License
☐ On-Sale Liquor License ☐ Sunday On-Sale Liquor License

Name of City or County Issuing Liquor License: City of Wayzata. Effective date of license amendment: 8/1/2014

LICENSEE

Licensee's Name (Business, Partnership, Corporation) as registered by the MN Secretary of State: _____

Sushi Fix LLC

Licensee is a: ☐ Natural Person ☐ Partnership ☐ Corporation ☒ LLC

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Shoji Suzuki

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

ENKABILEG TSEREDBAT

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Managing Partner/Primary Officer: Billy

Licensee's MN Sales & Use Tax ID#: 2491852 Licensee's Federal Tax ID#: 45-4914626

Name of Person to contact for questions regarding this application: Billy Telephone number _____

ESTABLISHMENT

Establishment/Trade Name (name doing business as): Sushi Fix

Establishment Address: 862 Lake St. E Wayzata MN

Business Phone: 952 473 1364

Explain the current licensed premises and describe the requested amendment to the current Liquor License – attach drawings/plans and documentation of the site which shows all buildings and which illustrates the amendment requested including appropriate dimensions:

adding space of 1500 sq ft. See att → drawing

Liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all the following:

1. Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license. Coverage must be shown for entire licensed premises. If the premises includes outdoor seating & patios, insurance certificate must show coverage for these areas. The City of Wayzata must be listed as an "additional insured" on the policy.
2. Cover completely the license period set by the local city or county licensing authority as shown on the license.
3. During the past five years has the licensee had any liquor law violations (civil or criminal)? ☐ No ☒ Yes
If yes, list dates, offenses, fines or other penalties including Liquor Control Penalties: _____

June 6th 2013 under age serving

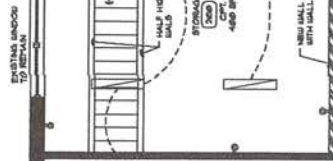
4. Workers Compensation Insurance is also required by all licensees. Please complete the following:
Workers Compensation Insurance Company Name: Farmers Inc Policy # A22282262

Signature of licensee: _____ Date signed: 7/9/2014

I certify that this license amendment has been approved in an official meeting by the governing body of the City.

City Clerk signature: _____ Date signed: _____

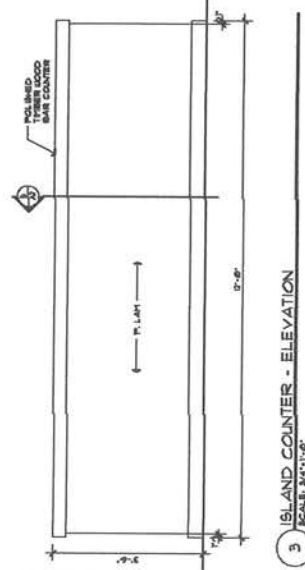
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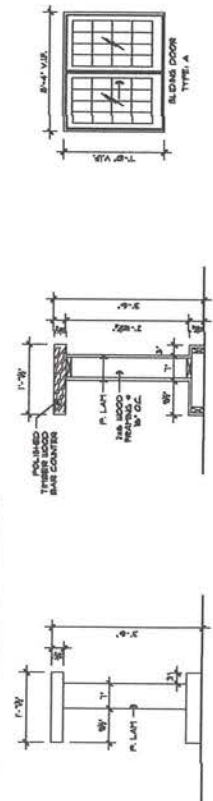
2 SECOND FLOOR PLAN W/ LIGHTS

[illegible]

EQUIPMENT SCHEDULE				
ITEM NO.	QTY	EQUIPMENT	SUPPLIED BY	EQUIPMENT REMARKS
1	1	SNOW BLOWER	PRIMER	
2	1	SNOW PUMP	PRIMER	
3	1	UNDERBAY DRUMROUND	PRIMER	WITH SPECIALS
4	1	UNDERBAY ICE CASKET	PRIMER	WITH SPECIALS
5	1	BOTTLE DISPLAY	PRIMER	
6	1	UNDERBAY DRUMROUND	PRIMER	WITH SPECIALS
7	2	REFRIGERATED MACHINER CANNET	PRIMER	
8	1	UNDERBAY ICE CASKET	PRIMER	
9	1	GLASSWARE	OTHERS	
10	9	LOT TABLE TOPS		
11	10	LOT DINING CHAIR		
12	11	DINING BOOTH CHAIR		
13	1	BANK COUNTER		
14	1	P.O.S.		
15	25	SHAKE NO.		
16	1	RANGE, RESTAURANT, GAS	PRIMER	
17	1	STOVE	PRIMER	
18	2	WORK TABLE	PRIMER	
19	28-29	SPARE NO.		
20	30	REFRIGERATED SANDWICH UNIT	PRIMER	
21	31	SPARE NO.		
22	32	SPARE NO.		
23	33	SPARE NO.		
24	34	SPARE NO.		
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87	97	SPARE NO.		
88	98	SPARE NO.		
89	99	SPARE NO.		
90	100	SPARE NO.		



3 ISLAND COUNTER - ELEVATION



4 ISLAND COUNTER - ELEVATION
SCALE: 3/4"=1'-0"

5 ISLAND COUNTER - SECTION
SCALE: 3/4"=1'-0"

6 DOOR TYPE
SCALE: N/A



FLOOR PLAN AND EQUIPMENT LAYOUT PLAN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2014

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 Tony Stocker(1302313) 9031 Penn Ave S Bloomington MN 55431-2225		CONTACT NAME: PHONE (A/C, No, Ext): 952-897-3742 FAX (A/C, No): E-MAIL: dstocker@farmersagent.com ADDRESS: Trunk Insurance Exchange	
INSURED SUSHI FIX LLC 862 LAKE ST E WAYZATA MN 55391		INSURER(S) AFFORDING COVERAGE INSURER A : Trunk Insurance Exchange NAIC # 21709 INSURER B : Farmers Insurance Exchange 21652 INSURER C : Mid Century Insurance Company 21687 INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		605416649	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		605416649	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	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	A2282262	11/05/2013	11/05/2014	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Liquor Liability	x	605416649	05/01/2014	05/01/2015	\$500,000 each occurrence/\$1,000,000 aggregate

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

RESTAURANT AT 862 LAKE ST E, WAYZATA, MN 55391

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

CITY OF WAYZATA

RESOLUTION NO. 22-2014

A RESOLUTION RATIFYING APPROVAL FOR A PILOT TROLLEY PROGRAM

WHEREAS, the Wayzata City Council appreciates the efforts of the local community group called Lake Minnetonka 360 Trolley (“the group”) that has come together in an effort to provide for a trolley service; and

WHEREAS, the Wayzata City Council supports the initiative to bring the trolley back to Wayzata in 2014 and future years; and

WHEREAS, the group hopes to acquire private contributions to fund the operation of the trolley in 2014, with a goal of completely funding the program with private contributions in future years; and

WHEREAS, the Wayzata Historical Society, will serve as the fiscal agent for the trolley services, and

WHEREAS, Lake Minnetonka 360 Trolley has requested a one-time contribution of \$8,000 from the City of Wayzata to help get the trolley program started.

NOW, THEREFORE, BE IT RESOLVED, the City Council of Wayzata agrees to make a one-time \$8,000 contribution to help get the trolley program started based upon the following criteria:

1. The City will not be the contracting agency for the trolley operations; and
2. The trolley operations will be handled by a private vendor, Renee’s Royal Valet, and would not be operated or owned by the City; and
3. That the insurance requirements of the City would be met by the vendor, Renee’s Royal Valet, providing the City as an additional insured.

Adopted by the Wayzata City Council this 15th day of July, 2014.

Mayor Ken Willcox

ATTEST:

City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 22-2014 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on July 15, 2014.

Becky Malone, Deputy City Clerk

SEAL

CITY OF WAYZATA



PLANNING DEPARTMENT

MEMORANDUM

To: City Council
From: Heidi Nelson, City Manager and Bryan Gadow, City Planner
Date: July 9, 2014
Re: Hennepin County CDBG Program

At the July 1st City Council meeting, the Council reviewed a request from Hennepin County for participation in a Joint Cooperative Agreement for Fiscal Year 2015-2017 for the Urban Hennepin County Community Development Block Grant (CDBG) Program.

The Council members raised questions about the CDBG program's competitiveness and the obligations placed on the City if it is a participant. The Council also asked that a representative from Hennepin County Community Works be available to meet with the Council at the July 15th meeting.

Since the July 1st meeting, staff contacted Hennepin County Community Works officials raised the Council's questions. Ms. Abby Shafer from Hennepin County Community Works will be in attendance at the July 1st meeting to discuss the CDBG program with the Council.

Ms. Shafer has also indicated that the following non-profit organizations that are active in the Wayzata and west metro area receive CDBG funding:

- Senior Community Services- Household and Outside Maintenance for Elderly. Currently the Consolidated Pool funds the Gillespie senior center in Mound. This agency could submit a request for funding Wayzata's Boardwalk senior center in the future.
- Community Action Partnership of Suburban Hennepin (CAPSH)- homebuyer education and foreclosure prevention
- Interfaith Outreach and Community Partners (IOCP)- emergency rent assistance to prevent homelessness
- Sojourner Project- domestic violence shelter and support
- HOMELine- free legal advice to renters about their tenant rights

A copy of a presentation describing the CDBG Consolidation Pool and the County's letter and draft Joint Cooperation Agreement are attached.

Attachments

- Presentation on Hennepin County CDBG Consolidation Pool
- June 4, 2014 Letter from Hennepin County

- Draft Joint Cooperation Agreement
- Draft Resolution No. 18-2014 – Resolution Authorizing the Execution of a Joint Cooperation Agreement between the City of Wayzata and Hennepin County for Participation in the Urban Hennepin County Community Development Block Grant Program in FY 2015-2017

2014 CDBG Consolidated Pool Selection

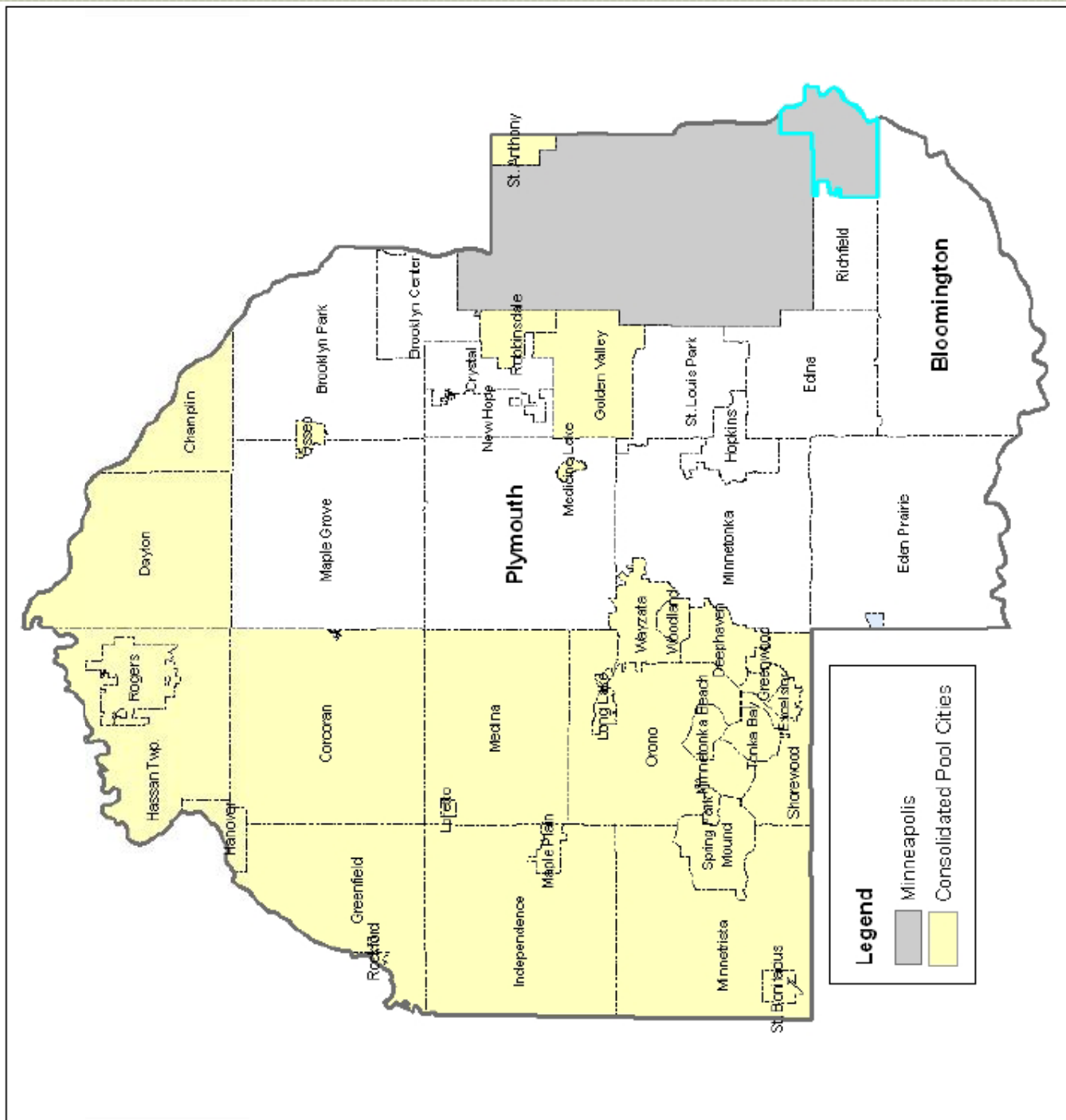


Five CDBG Entitlement Jurisdictions



- Four separate entitlement jurisdictions
 - Eden Prairie
 - Minnetonka
 - Bloomington
 - Plymouth
- Suburban Hennepin County (40 communities)
 - Direct allocation cities vs. consolidated pool cities
 - Population, poverty, overcrowding
 - Threshold of 3.5% of total grant to become direct allocation city

Hennepin County Housing Consortium



2013 Allocations



Community	2013 FINAL Allocation
Brooklyn Center	\$239,249
Brooklyn Park	\$477,677
Crystal	\$106,088
Edina	\$124,671
Hopkins	\$111,861
Maple Grove	\$133,915
New Hope	\$133,964
Richfield	\$201,637
St. Louis Park	\$195,859
Subtotal	\$1,724,921
Consolidated Pool	\$451,149
Community Allocation Total	\$2,176,070
Hennepin County Administration	\$325,159
County Entitlement Total	2,501,229

CDBG Overview



- **Meet National Objective**
 - Benefit low and moderate income people
 - ✦ Area benefit (neighborhood)
 - ✦ Limited Clientele (people served in a program)
 - ✦ Housing
 - ✦ Jobs

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30%	17,400	19,900	22,400	24,850	26,850	28,850	30,850	32,850
50%	29,050	33,200	37,350	41,450	44,800	48,100	51,400	54,750
80%	44,750	51,150	57,550	63,900	69,050	74,150	79,250	84,350

- Eliminate slum and blight

- **Eligible Activities**

- Public Service
- Non Public Service

Public Service- 15% cap



- **Eligible uses include (but not limited to):**
 - Services for senior citizens (Senior Community Services)
 - Youth services (Tree House, The Family Partnership)
 - Spousal abuse (The Sojourner Project)
 - Housing services (CAPSH, HOMEline)
 - Emergency assistance (ICA, IOCP, WeCAN)
 - Transportation services
 - Homeless prevention
 - Handicapped services
 - Health services
 - Lead hazard screening
 - Immigrant services
 - Job training
 - Crime prevention and public safety
 - Child care services
 - Substance abuse services (e.g., counseling and treatment);
 - Fair housing counseling
 - Education programs
 - Energy conservation
 - Recreational services

5 Year Consolidated Plan - Public Service



Priority Community Development Needs (H=High, L=Low)	
Senior Services	H
Handicapped Services	L
Youth Services	H
Child Care Services	M
Transportation Services	H
Substance Abuse Services	L
Employment Training	H
Health Services	H
Lead Hazard Screening	H
Crime Awareness	L
Immigrant Services	H
Emergency Assistance	H
Housing Services	H
Other Public Service Needs	
Homeless Prevention & Housing Services	H

Non Public Service



- Eligible Uses:

- Acquiring land for development (JHAP)
- Rehabilitation of residential and non-residential structures (Hennepin County Single Family Rehab)
- Construction/installation of sidewalks, playgrounds, water and sewer lines, community centers, housing shelters, aesthetic amenities on public property such as trees, sculptures, pools of water and fountains
- Homeownership assistance
- Code Enforcement
- Relocation and demolition
- Activities relating to energy conservation and renewable energy resources; and
- Provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities

5 Year Consolidated Plan – Non Public Service



		Priority
Strategy One: Renters		
1.1 Small Family/Unrelated Individual	New units (a)	<50%
	Preserved units	High
	Stabilized units	High
		Medium
1.2 Large Family	New units (b)	<50%
	Preserved units	High
	Stabilized units	High
		Medium
1.3 Elderly		<50%
Strategy Two: Existing Owners		
2.1 Housing Rehabilitation		High
2.2 Physically Disabled (CHS waivers)		<50%
		High
Strategy Three: First Time Homebuyers		
3.1 Homeownership Assistance (c)		<80%
3.2 Physically Disabled		High
		<80%
Strategy Four: Homeless Housing Units (d)		
		High
		<30%

Strategy Nine: Neighborhood Revitalization Acquisition for Rehab/Clearance	High	<80%
Strategy Ten: Transportation Services Rides: Seniors, Disabled, and Low-Income	High	<80%
Strategy Eleven: Public Facilities Public Facilities built or improved	High	<80%
Strategy Twelve: Fair Housing Implement Fair Housing Activities	High	

Factors to Consider



- Is it eligible?
- Does it meet a national objective?
- Is it a high priority?
- Is staff knowledgeable and experienced?
- Does the program/project have support?
- Can the funds be expended in a timely manner?

2014 Requested Funding



	Non Public Service	Public Service*	Total
Estimated Funding Available	\$383,477	\$67,672	\$451,149
Funding Requested	\$422,172	\$83,684	\$505,856
Difference	(\$38,695)	(\$16,012)	(\$54,707)

* No more than 15% of total may be used for Public Service



Hennepin County Department of Housing, Community Works & Transit

701 Fourth Avenue South, Suite 400
Minneapolis, Minnesota 55415

612-348-9260, Phone
612-348-9710, Fax
www.hennepin.us

June 4, 2014

Ms. Heidi Nelson
City Manager
City of Wayzata
600 East Rice Street
Wayzata, MN 55391

Subject: Fiscal Year 2015 – 2017 Joint Cooperation Agreement/Community Development
Block Grant (CDBG) Program – *Action Needed*

Dear Ms. Nelson:

On April 1, 2014, we sent a letter regarding your participation in the Urban Hennepin County Community Development Block Grant (CDBG) Program (Urban County CDBG Program). Since then, HUD released Notice CPD-13-04 dated April 25, 2014 which requires certain changes to the Joint Cooperation Agreement (JCA) for 2015-2017.

The attached revised 2015-2017 JCA reflects the following changes:

- 1) The addition of language stating that the agreement covers not only the CDBG Entitlement program and the HOME Investment Partnership (HOME), but also the **Emergency Solutions Grants (ESG) Programs**.
- 2) The addition of a provision that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. This new requirement is contained in the FY2014 HUD appropriation bill.
- 3) Clarification of Fair Housing language.

In addition, we are taking this opportunity to move contract term language specific to the CDBG contract year from the JCA Section D to the annual CDBG subrecipient contracts for awards starting in FY 2015.

Finally, Planning and Administrative cost language has been expanded to reflect the County's growing costs associated with compliance and timeliness monitoring and the potential need for

Ms. Nelson
June 4, 2014
Page 2

future increases (the County has retained 13 percent since 2002; the maximum allowed by HUD is 20 percent) within the term of the JCA.

These changes require a certified City resolution approving the new/amended JCA. Attached is a sample resolution for your use. **Please return three signed copies of page 9 of the 2015-2017 JCA and two certified resolutions by July 18, 2014 to:**

Margo Geffen
Manager, Housing Development and Finance
Hennepin County Housing, Community Works and Transit
701 Fourth Avenue South, Suite 400
Minneapolis, MN 55415

Copies of these materials, including a red-lined version of the revised 2015-2017 JCA, were also sent to you via email. Please don't hesitate to call me at 612-543-1965 or Abby Shafer at 612-348-2205 with any questions.

Thank you for your patience with respect to the timing of this request.

Sincerely,



Margo Geffen
Manager, Housing Development and Finance

Enclosures

cc: Bryan Gadow
Abby Shafer, Hennepin County

**JOINT COOPERATION AGREEMENT
URBAN HENNEPIN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT made and entered into by and between the COUNTY OF HENNEPIN, State of Minnesota, hereinafter referred to as "COUNTY," A-2400 Government Center, Minneapolis, Minnesota, 55487, and the cities executing this Master Agreement, each hereinafter respectively referred to as "COOPERATING UNIT," said parties to this Agreement each being governmental units of the State of Minnesota, and made pursuant to Minnesota Statutes, Section 471.59:

WITNESSETH:

COOPERATING UNIT and COUNTY agree that it is desirable and in the interests of their citizens that COOPERATING UNIT shares its authority to carry out essential community development and housing activities with COUNTY in order to permit COUNTY to secure and administer Community Development Block Grant and HOME Investment Partnership funds as an Urban County within the provisions of the Act as herein defined and, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions.

COOPERATING UNIT acknowledges that by the execution of this Agreement that it understands that it:

1. May not also apply for grants under the State CDBG Program from appropriations for fiscal years during which it is participating in the Urban County Program; and
2. May not participate in a HOME Consortium except through the Urban County.
3. May not receive a formula allocation under the Emergency Solutions Grants (ESG) Program except through the Urban County.

I. DEFINITIONS

The definitions contained in 42 ~~USC~~U.S.C. 5302 of the Act and 24 CFR §570.3 of the Regulations are incorporated herein by reference and made a part hereof, and the terms defined in this section have the meanings given them:

- A. "Act" means Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.).
- B. "Activity" means a CDBG-funded activity eligible under Title I of the Housing and Community Development Act of 1974, as amended. Example: single family rehab activity.
- C. "Annual Program" means those combined activities submitted by cooperating units to COUNTY for CDBG funding as part of the Consolidated Plan.
- D. "Consolidated Plan" means the document bearing that title or similarly required statements or documents submitted to HUD for authorization to expend the annual grant amount and which is

developed by the COUNTY in conjunction with COOPERATING UNITS as part of the Community Development Block Grant Program.

- E. "Cooperating Unit(s)" means any city or town in Hennepin County that has entered into a cooperation agreement that is identical to this Agreement, as well as Hennepin County, which is a party to each Agreement.
- F. "HUD" means the United States Department of Housing and Urban Development.
- G. "Metropolitan City" means any city located in whole or in part in Hennepin County which is certified by HUD to have a population of 50,000 or more people.
- H. "Program" means the HUD Community Development Block Grant Program as defined under Title I of the Housing and Community Development Act of 1974, as amended.
- I. "Program Income" means gross income received by the recipient or a subrecipient directly generated from the use of CDBG.
- J. "Regulations" means the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Part 570.
- K. "Urban County" means the entitlement jurisdiction within the provisions of the Act and includes the suburban Hennepin County municipalities which are signatories to this Agreement.

II. PURPOSE

The purpose of this Agreement is to authorize COUNTY and COOPERATING UNIT to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities and authorizes COUNTY to carry out these and other eligible activities for the benefit of eligible recipients who reside within the corporate limits of the COOPERATING UNIT which will be funded from annual Community Development Block Grant, [Emergency Solutions Grants \(ESG\) Programs](#) and HOME appropriations for the Federal Fiscal Years ~~2009, 2010~~2015, 2016 and ~~2011~~2017 and from any program income generated from the expenditure of such funds.

III. AGREEMENT

The initial term of this Agreement is for a period commencing on October 1, ~~2008~~2014 and terminating no sooner than the end of the program year covered by the Consolidated Plan for the basic grant amount for the Fiscal Year ~~2011~~2017, as authorized by HUD, and for such additional time as may be required for the expenditure of funds granted to the County for such period. Prior to the end of the initial term and the end of each subsequent qualification period, the COUNTY, as the lead agency of the URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, shall provide a written notice to the COOPERATING UNIT of their right not to participate in a subsequent qualification period. The written notice will provide the COOPERATING UNIT a minimum thirty (30) day period to submit a written withdrawal. If the COOPERATING UNIT does not submit to the COUNTY a written withdrawal during the notice period, this Agreement shall be automatically extended for a subsequent three-year qualifying period.

This Agreement must be amended by written agreement of all parties to incorporate any future changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification of the County is scheduled. Failure by either party to adopt

such an amendment to the Agreement shall automatically terminate the Agreement following the expenditure of all CDBG and HOME funds allocated for use in the COOPERATING UNIT's jurisdiction.

This Agreement shall remain in effect until the CDBG, HOME and ESG funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed. COUNTY and COOPERATING UNIT cannot terminate or withdraw from this Agreement while it remains in effect.

Notwithstanding any other provision of this Agreement, this Agreement may be terminated at the end of the program period during which HUD withdraws its designation of the COUNTY as an Urban County under the Act.

This Agreement shall be executed by the appropriate officers of COOPERATING UNIT and COUNTY pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing resolution and executed Agreement shall be filed promptly by the COOPERATING UNIT in the Hennepin County Department of Housing, Community Works and Transit, ~~and in no event shall~~ so that the Agreement can be filed later than June 30, 2008 submitted to HUD by July 25, 2014.

COOPERATING UNIT and COUNTY shall take all actions necessary to assure compliance with the applicant's urban county's certifications required by Section 104(b) of the Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964; the Fair Housing Act, and affirmatively furthering fair housing. COOPERATING UNIT and COUNTY shall also take all actions necessary to assure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974; (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975). and other applicable laws.

IV. ACTIVITIES

COOPERATING UNIT agrees that awarded grant funds will be used to undertake and carry out, within the terms of this Agreement, certain activities eligible for funding under the Act. The COUNTY agrees and will assist COOPERATING UNIT in the undertaking of such essential activities by providing the services specified in this Agreement. The parties mutually agree to comply with all applicable requirements of the Act and the Regulations and other relevant Federal and/or Minnesota statutes or regulations in the use of basic grant amounts. Nothing in this Article shall be construed to lessen or abrogate the COUNTY's responsibility to assume all obligations of an applicant under the Act, including the development of the Consolidated Plan, pursuant to 24 CFR Part 91.

COOPERATING UNIT further specifically agrees as follows:

- A. COOPERATING UNIT will, in accord with a COUNTY-established schedule, prepare and provide to the COUNTY, in a prescribed form, requests for the use of Community Development Block Grant Funds consistent with this Agreement, program regulations and the Urban Hennepin County Consolidated Plan.
- B. COOPERATING UNIT acknowledges that, pursuant to 24 CFR §570.501 (b), it is subject to the same requirements applicable to subrecipients, including the requirement for a written Subrecipient Agreement set forth in 24 CFR §570.503. The Subrecipient Agreement will cover the implementation requirements for each activity funded pursuant to this Agreement and shall be duly executed with and in a form prescribed by the COUNTY.
- C. COOPERATING UNIT acknowledges that it is subject to the same subrecipient requirements stated in paragraph B above in instances where an agency other than itself is undertaking an activity pursuant to

this Agreement on behalf of COOPERATING UNIT. In such instances, a written Third Party Agreement shall be duly executed between the agency and COOPERATING UNIT in a form prescribed by COUNTY.

D. COOPERATING UNITS shall expend all funds annually allocated to activities pursuant to ~~this Agreement within eighteen (18) months of the authorization by HUD to expend the basic grant amount. the Subrecipient Agreement.~~

- ~~1. With each annual program COOPERATING UNITS shall submit to the COUNTY activity schedules for the completion and expenditure of funds within eighteen (18) months. COUNTY will institute monitoring measures and provide technical or other assistance to insure activities are proceeding on schedule.~~
- ~~2. Funds for activities not expended within eighteen (18) months may be recaptured at the discretion of the COUNTY and distributed by COUNTY as provided for in D. 4. Limited extensions to the expenditure deadlines in this section may be granted by COUNTY upon written request only where the authorized activity has been initiated and/or is subject to a binding contract which provides for the expenditure to be completed within a time period acceptable to COUNTY.~~
- ~~3. Amendments to an annual program by COOPERATING UNITS may be approved by COUNTY up to fifteen (15) months after initial funding has been approved only when the new activity can be completed and funding expended within six (6) months of the amendment approval. Funds not expended within the six (6) month extension period may be recaptured and distributed by COUNTY as provided for in D.4.~~
- ~~4.1. All funds recaptured by COUNTY~~All funds not expended pursuant to the terms of the Subrecipient Agreement will be relinquished to the COUNTY and will be transferred to a separate account for reallocation on a competitive request for proposal basis at the discretion of the COUNTY where total of such funds is \$100,000 or greater. Amounts less than \$100,000 shall be allocated by COUNTY to other existing activities consistent with timeliness requirements and Consolidated Plan goals.

E. COUNTY and COOPERATING UNITS shall expend all program income pursuant to this Agreement as provided below:

1. Program income from housing rehabilitation activities administered by the COUNTY will be incorporated into a pool at the discretion of the COUNTY. The pool will be administered by COUNTY and will be used for housing rehabilitation projects located throughout the entire Urban County. When possible, COUNTY will give priority to funding housing rehabilitation projects within the COOPERATING UNIT where the program income was generated. Funds expended in this manner would be secured by a Repayment Agreement/Mortgage running in favor of the COUNTY. Program income generated by certain COOPERATING UNITS that administer their own housing rehabilitation activities may be retained by the COOPERATING UNIT at its discretion; however, such COOPERATING UNITS will be bound by the conditions of D.2., above. Only COOPERATING UNITS that were administering their own activities pursuant to the Joint Cooperation Agreement pertaining to the HUD fiscal years ~~2006-2008~~2012-2014 will be eligible to retain their program income.
2. COUNTY reserves the option to recapture program income generated by non-housing rehabilitation activities if said funds have not been expended within twelve (12) months of

being generated. These funds shall be transferred to a separate account for reallocation on a competitive request for proposal basis administered by COUNTY or, where the total of such funds does not exceed \$100,000, shall be reallocated by COUNTY to other existing activities consistent with timeliness requirements and Consolidated Plan goals.

- F. COOPERATING UNITS are encouraged to undertake joint activities involving the sharing of funding when such action furthers the goals of the Consolidated Plan and meets the expenditure goals.
- G. If COUNTY is notified by HUD that it has not met the performance standard for the timely expenditure of funds at 24 CFR 570.902(a) and the COUNTY entitlement grant is reduced by HUD according to its policy on corrective actions, then the basic grant amount to any COOPERATING UNIT that has not met its expenditure goal shall be reduced accordingly.
- H. COOPERATING UNIT will take actions necessary to assist in accomplishing the community development program and housing goals, as contained in the Urban Hennepin County Consolidated Plan.
- I. COOPERATING UNIT shall ensure that all activities funded, in part or in full by grant funds received pursuant to this Agreement, shall be undertaken affirmatively with regard to fair housing, employment and business opportunities for minorities and women. It shall, in implementing all programs and/or activities funded by the basic grant amount, comply with all applicable Federal and Minnesota Laws, statutes, rules and regulations with regard to civil rights, affirmative action and equal employment opportunities and Administrative Rule issued by the COUNTY.
- J. COOPERATING UNIT that does not affirmatively further fair housing within its own jurisdiction or that impedes action by COUNTY to comply with its fair housing certification shall be prohibited from receiving CDBG funding for any activities.
- K. COOPERATING UNIT shall participate in the citizen participation process, as established by COUNTY, in compliance with the requirements of the Housing and Community Development Act of 1974, as amended.
- L. COOPERATING UNIT shall reimburse COUNTY for any expenditure determined by HUD or COUNTY to be ineligible.
- M. COOPERATING UNIT shall prepare, execute, and cause to be filed all documents protecting the interests of the parties hereto or any other party of interest as may be designated by the COUNTY.
- N. COOPERATING UNIT has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

O. COOPERATING UNIT shall not sell, trade, or otherwise transfer all or any portion of grant funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal

considerations, but must use such funds for activities eligible under Title I of the Act.

COUNTY further specifically agrees as follows:

- A. COUNTY shall prepare and submit to HUD and appropriate reviewing agencies, on an annual basis, all plans, statements and program documents necessary for receipt of a basic grant amount under the Act.
- B. COUNTY shall provide, to the maximum extent feasible, technical assistance and coordinating services to COOPERATING UNIT in the preparation and submission of a request for funding.
- C. COUNTY shall provide ongoing technical assistance to COOPERATING UNIT to aid COUNTY in fulfilling its responsibility to HUD for accomplishment of the community development program and housing goals.
- D. COUNTY shall, upon official request by COOPERATING UNIT, agree to administer local housing rehabilitation activities funded pursuant to the Agreement, provided that COUNTY shall receive Twelve percent (12%) of the allocation by COOPERATING UNIT to the activity as reimbursement for costs associated with the administration of COOPERATING UNIT activity.
- E. COUNTY may, at its discretion and upon official request by COOPERATING UNIT, agree to administer, for a possible fee, other activities funded pursuant to this Agreement on behalf of COOPERATING UNIT.
- F. COUNTY may, as necessary for clarification and coordination of program administration, develop and implement Administrative Rules consistent with the Act, Regulations, HUD administrative directives, and administrative requirements of COUNTY.

V. ALLOCATION OF BASIC GRANT AMOUNTS

Basic grant amounts received by the COUNTY under Section 106 of the Act shall be allocated as follows:

- A. COUNTY shall retain Thirteen percent (13%) of the annual basic grant amount for the administration of the program. Included Planning and administration costs are capped to 20 percent of the sum of grant plus program income that is received during the program year. During the term of this Agreement the COUNTY anticipates planning and administrative retainage of thirteen to fifteen percent (13-15%);included in this administrative amount is funding for annual county-wide Fair Housing activities.
- B. The balance of the basic grant amount shall be made available by COUNTY to COOPERATING UNITS in accordance with the formula stated in part C and the procedure stated in part D of this section utilizing U.S. Census Bureau data ~~provided by HUD~~. The allocation is for planning purposes only and is not a guarantee of funding.
- C. Allocation of funding will be based upon a formula using U.S. Census Bureau data ~~supplied by HUD~~ that bears the same ratio to the balance of the basic grant amount as the average of the ratios between:
 - 1. The population of COOPERATING UNIT and the population of all COOPERATING UNITS.
 - 2. The extent of poverty in COOPERATING UNIT and the extent of poverty in all COOPERATING UNITS.

3. The extent of overcrowded housing by units in COOPERATING UNIT and the extent of overcrowded housing by units in all COOPERATING UNITS.
 4. In determining the average of the above ratios, the ratio involving the extent of poverty shall be counted twice.
- D. Funds will be made available to communities utilizing the formula specified in C of this Section in the following manner:
1. All COOPERATING UNITS with aggregate formula percentages of greater than three and one half percent (3.5%) of the total using the procedure in part C. of this section will receive funding allocations in accordance with the COUNTY formula allocations.
 2. COOPERATING UNITS with aggregate formula percentages of three and one half percent (3.5%) or less of the total using the procedure in part C. of this section will have their funds consolidated into a pool for award in a manner determined by COUNTY on a competitive request for proposal basis. Only the COUNTY and COOPERATING UNITS whose funding has been pooled will be eligible to compete for these funds.
- E. The COUNTY shall develop these ratios based upon data to be furnished by HUD. The COUNTY assumes no duty to gather such data independently and assumes no liability for any errors in the data furnished by HUD.
- F. In the event COOPERATING UNIT does not request a funding allocation, or a portion thereof, the amount not requested shall be made available to other participating communities, in a manner determined by COUNTY.

VI. METROPOLITAN CITIES

Any metropolitan city executing this Agreement shall defer their entitlement status and become part of Urban Hennepin County.

This agreement can be voided if the COOPERATING UNIT is advised by HUD, prior to the completion of the re-qualification process for fiscal years ~~2009-2011~~2015-2017, that it is eligible to become a metropolitan city and the COOPERATING UNIT elects to take its entitlement status. If the agreement is not voided on the basis of the COOPERATING UNIT's eligibility as a metropolitan city prior to ~~July 8, 2008~~June 20, 2014, the COOPERATING UNIT must remain a part of the COUNTY program for the entire three-year period of the COUNTY qualification.

VII. OPINION OF COUNSEL

The undersigned, on behalf of the Hennepin County Attorney, having reviewed this Agreement, hereby opines that the terms and provisions of the Agreement are fully authorized under State and local law and that the COOPERATING UNIT has full legal authority to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

Assistant County Attorney

VIII. HENNEPIN COUNTY EXECUTION

The Hennepin County Board of Commissioners having duly approved this Agreement on ~~May 6, 2008~~, 2014, and pursuant to such approval and the proper County official having signed this Agreement, the COUNTY agrees to be bound by the provisions herein set forth.

COUNTY OF HENNEPIN, STATE OF MINNESOTA

By: _____
_____ Chair of its County Board

APPROVED AS TO FORM:

_____ And:

_____ Assistant/Deputy/County Administrator

Assistant County Attorney

Attest: _____
_____ Deputy/Clerk of the
County Board

Date: _____

RECOMMENDED FOR APPROVAL

Assistant County Administrator - Public Works

Date: _____

APPROVED AS TO FORM:

Assistant County Attorney

Department, Housing, Community Works and Transit

Date: _____

Date: _____

APPROVED AS TO EXECUTION: _____

Assistant County Attorney

Date: _____

IX. COOPERATING UNIT EXECUTION

COOPERATING UNIT, having signed this Agreement, and the COOPERATING UNIT'S governing body
| having duly approved this Agreement on _____, [20082014](#), and pursuant to such approval and the proper
city official having signed this Agreement, COOPERATING UNIT agrees to be bound by the provisions of this
| Joint Cooperation Agreement, [contract A080541](#).

CITY OF

By: _____
Its Mayor

And: _____
Its City Manager

ATTEST: _____

CITY MUST CHECK ONE:

The City is organized pursuant to:

_____ Plan A _____ Plan B _____ Charter

**JOINT COOPERATION AGREEMENT
URBAN HENNEPIN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT made and entered into by and between the COUNTY OF HENNEPIN, State of Minnesota, hereinafter referred to as "COUNTY," A-2400 Government Center, Minneapolis, Minnesota, 55487, and the cities executing this Master Agreement, each hereinafter respectively referred to as "COOPERATING UNIT," said parties to this Agreement each being governmental units of the State of Minnesota, and made pursuant to Minnesota Statutes, Section 471.59.

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2. May not participate in a HOME Consortium except through the Urban County.
3. May not receive a formula allocation under the Emergency Solutions Grants (ESG) Program except through the Urban County.

I. DEFINITIONS

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- A. "Act" means Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.).
- B. "Activity" means a CDBG-funded activity eligible under Title I of the Housing and Community Development Act of 1974, as amended. Example: single family rehab activity.
- C. "Annual Program" means those combined activities submitted by cooperating units to COUNTY for CDBG funding as part of the Consolidated Plan.
- D. "Consolidated Plan" means the document bearing that title or similarly required statements or documents submitted to HUD for authorization to expend the annual grant amount and which is

developed by the COUNTY in conjunction with COOPERATING UNITS as part of the Community Development Block Grant Program.

- E. "Cooperating Unit(s)" means any city or town in Hennepin County that has entered into a cooperation agreement that is identical to this Agreement, as well as Hennepin County, which is a party to each Agreement.
- F. "HUD" means the United States Department of Housing and Urban Development.
- G. "Metropolitan City" means any city located in whole or in part in Hennepin County which is certified by HUD to have a population of 50,000 or more people.
- H. "Program" means the HUD Community Development Block Grant Program as defined under Title I of the Housing and Community Development Act of 1974, as amended.
- I. "Program Income" means gross income received by the recipient or a subrecipient directly generated from the use of CDBG.
- J. "Regulations" means the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Part 570.
- K. "Urban County" means the entitlement jurisdiction within the provisions of the Act and includes the suburban Hennepin County municipalities which are signatories to this Agreement.

II. PURPOSE

The purpose of this Agreement is to authorize COUNTY and COOPERATING UNIT to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities and authorizes COUNTY to carry out these and other eligible activities for the benefit of eligible recipients who reside within the corporate limits of the COOPERATING UNIT which will be funded from annual Community Development Block Grant, Emergency Solutions Grants (ESG) Programs and HOME appropriations for the Federal Fiscal Years 2015, 2016 and 2017 and from any program income generated from the expenditure of such funds.

III. AGREEMENT

The initial term of this Agreement is for a period commencing on October 1, 2014 and terminating no sooner than the end of the program year covered by the Consolidated Plan for the basic grant amount for the Fiscal Year 2017, as authorized by HUD, and for such additional time as may be required for the expenditure of funds granted to the County for such period. Prior to the end of the initial term and the end of each subsequent qualification period, the COUNTY, as the lead agency of the URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, shall provide a written notice to the COOPERATING UNIT of their right not to participate in a subsequent qualification period. The written notice will provide the COOPERATING UNIT a minimum thirty (30) day period to submit a written withdrawal. If the COOPERATING UNIT does not submit to the COUNTY a written withdrawal during the notice period, this Agreement shall be automatically extended for a subsequent three-year qualifying period.

This Agreement must be amended by written agreement of all parties to incorporate any future changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification of the County is scheduled. Failure by either party to adopt

such an amendment to the Agreement shall automatically terminate the Agreement following the expenditure of all CDBG and HOME funds allocated for use in the COOPERATING UNIT's jurisdiction.

This Agreement shall remain in effect until the CDBG, HOME and ESG funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed. COUNTY and COOPERATING UNIT cannot terminate or withdraw from this Agreement while it remains in effect.

Notwithstanding any other provision of this Agreement, this Agreement may be terminated at the end of the program period during which HUD withdraws its designation of the COUNTY as an Urban County under the Act.

This Agreement shall be executed by the appropriate officers of COOPERATING UNIT and COUNTY pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing resolution and executed Agreement shall be filed promptly by the COOPERATING UNIT in the Hennepin County Department of Housing, Community Works and Transit so that the Agreement can be submitted to HUD by July 25, 2014.

COOPERATING UNIT and COUNTY shall take all actions necessary to assure compliance with the urban county's certifications required by Section 104(b) of the Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964; the Fair Housing Act, and affirmatively furthering fair housing. COOPERATING UNIT and COUNTY shall also take all actions necessary to assure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws.

IV. ACTIVITIES

COOPERATING UNIT agrees that awarded grant funds will be used to undertake and carry out, within the terms of this Agreement, certain activities eligible for funding under the Act. The COUNTY agrees and will assist COOPERATING UNIT in the undertaking of such essential activities by providing the services specified in this Agreement. The parties mutually agree to comply with all applicable requirements of the Act and the Regulations and other relevant Federal and/or Minnesota statutes or regulations in the use of basic grant amounts. Nothing in this Article shall be construed to lessen or abrogate the COUNTY's responsibility to assume all obligations of an applicant under the Act, including the development of the Consolidated Plan, pursuant to 24 CFR Part 91.

COOPERATING UNIT further specifically agrees as follows:

- A. COOPERATING UNIT will, in accord with a COUNTY-established schedule, prepare and provide to the COUNTY, in a prescribed form, requests for the use of Community Development Block Grant Funds consistent with this Agreement, program regulations and the Urban Hennepin County Consolidated Plan.
- B. COOPERATING UNIT acknowledges that, pursuant to 24 CFR §570.501 (b), it is subject to the same requirements applicable to subrecipients, including the requirement for a written Subrecipient Agreement set forth in 24 CFR §570.503. The Subrecipient Agreement will cover the implementation requirements for each activity funded pursuant to this Agreement and shall be duly executed with and in a form prescribed by the COUNTY.
- C. COOPERATING UNIT acknowledges that it is subject to the same subrecipient requirements stated in paragraph B above in instances where an agency other than itself is undertaking an activity pursuant to

this Agreement on behalf of COOPERATING UNIT. In such instances, a written Third Party Agreement shall be duly executed between the agency and COOPERATING UNIT in a form prescribed by COUNTY.

- D. COOPERATING UNITS shall expend all funds annually allocated to activities pursuant to the Subrecipient Agreement.
 - 1. All funds not expended pursuant to the terms of the Subrecipient Agreement will be relinquished to the COUNTY and will be transferred to a separate account for reallocation on a competitive request for proposal basis at the discretion of the COUNTY where total of such funds is \$100,000 or greater. Amounts less than \$100,000 shall be allocated by COUNTY to other existing activities consistent with timeliness requirements and Consolidated Plan goals.
- E. COUNTY and COOPERATING UNITS shall expend all program income pursuant to this Agreement as provided below:
 - 1. Program income from housing rehabilitation activities administered by the COUNTY will be incorporated into a pool at the discretion of the COUNTY. The pool will be administered by COUNTY and will be used for housing rehabilitation projects located throughout the entire Urban County. When possible, COUNTY will give priority to funding housing rehabilitation projects within the COOPERATING UNIT where the program income was generated. Funds expended in this manner would be secured by a Repayment Agreement/Mortgage running in favor of the COUNTY. Program income generated by certain COOPERATING UNITS that administer their own housing rehabilitation activities may be retained by the COOPERATING UNIT at its discretion; however, such COOPERATING UNITS will be bound by the conditions of D.2., above. Only COOPERATING UNITS that were administering their own activities pursuant to the Joint Cooperation Agreement pertaining to the HUD fiscal years 2012-2014 will be eligible to retain their program income.
 - 2. COUNTY reserves the option to recapture program income generated by non-housing rehabilitation activities if said funds have not been expended within twelve (12) months of being generated. These funds shall be transferred to a separate account for reallocation on a competitive request for proposal basis administered by COUNTY or, where the total of such funds does not exceed \$100,000, shall be reallocated by COUNTY to other existing activities consistent with timeliness requirements and Consolidated Plan goals.
- F. COOPERATING UNITS are encouraged to undertake joint activities involving the sharing of funding when such action furthers the goals of the Consolidated Plan and meets the expenditure goals.
- G. If COUNTY is notified by HUD that it has not met the performance standard for the timely expenditure of funds at 24 CFR 570.902(a) and the COUNTY entitlement grant is reduced by HUD according to its policy on corrective actions, then the basic grant amount to any COOPERATING UNIT that has not met its expenditure goal shall be reduced accordingly.
- H. COOPERATING UNIT will take actions necessary to assist in accomplishing the community development program and housing goals, as contained in the Urban Hennepin County Consolidated Plan.
- I. COOPERATING UNIT shall ensure that all activities funded, in part or in full by grant funds received pursuant to this Agreement, shall be undertaken affirmatively with regard to fair housing, employment and business opportunities for minorities and women. It shall, in implementing all programs and/or

activities funded by the basic grant amount, comply with all applicable Federal and Minnesota Laws, statutes, rules and regulations with regard to civil rights, affirmative action and equal employment opportunities and Administrative Rule issued by the COUNTY.

- J. COOPERATING UNIT that does not affirmatively further fair housing within its own jurisdiction or that impedes action by COUNTY to comply with its fair housing certification shall be prohibited from receiving CDBG funding for any activities.
- K. COOPERATING UNIT shall participate in the citizen participation process, as established by COUNTY, in compliance with the requirements of the Housing and Community Development Act of 1974, as amended.
- L. COOPERATING UNIT shall reimburse COUNTY for any expenditure determined by HUD or COUNTY to be ineligible.
- M. COOPERATING UNIT shall prepare, execute, and cause to be filed all documents protecting the interests of the parties hereto or any other party of interest as may be designated by the COUNTY.
- N. COOPERATING UNIT has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. COOPERATING UNIT shall not sell, trade, or otherwise transfer all or any portion of grant funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.

COUNTY further specifically agrees as follows:

- A. COUNTY shall prepare and submit to HUD and appropriate reviewing agencies, on an annual basis, all plans, statements and program documents necessary for receipt of a basic grant amount under the Act.
- B. COUNTY shall provide, to the maximum extent feasible, technical assistance and coordinating services to COOPERATING UNIT in the preparation and submission of a request for funding.
- C. COUNTY shall provide ongoing technical assistance to COOPERATING UNIT to aid COUNTY in fulfilling its responsibility to HUD for accomplishment of the community development program and housing goals.
- D. COUNTY shall, upon official request by COOPERATING UNIT, agree to administer local housing rehabilitation activities funded pursuant to the Agreement, provided that COUNTY shall receive Twelve percent (12%) of the allocation by COOPERATING UNIT to the activity as reimbursement for costs associated with the administration of COOPERATING UNIT activity.

- E. COUNTY may, at its discretion and upon official request by COOPERATING UNIT, agree to administer, for a possible fee, other activities funded pursuant to this Agreement on behalf of COOPERATING UNIT.
- F. COUNTY may, as necessary for clarification and coordination of program administration, develop and implement Administrative Rules consistent with the Act, Regulations, HUD administrative directives, and administrative requirements of COUNTY.

V. ALLOCATION OF BASIC GRANT AMOUNTS

Basic grant amounts received by the COUNTY under Section 106 of the Act shall be allocated as follows:

- A. Planning and administration costs are capped to 20 percent of the sum of grant plus program income that is received during the program year. During the term of this Agreement the COUNTY anticipates planning and administrative retainage of thirteen to fifteen percent (13-15%); included in this administrative amount is funding for annual county-wide Fair Housing activities.
- B. The balance of the basic grant amount shall be made available by COUNTY to COOPERATING UNITS in accordance with the formula stated in part C and the procedure stated in part D of this section utilizing U.S. Census Bureau data. The allocation is for planning purposes only and is not a guarantee of funding.
- C. Allocation of funding will be based upon a formula using U.S. Census Bureau data that bears the same ratio to the balance of the basic grant amount as the average of the ratios between:
 - 1. The population of COOPERATING UNIT and the population of all COOPERATING UNITS.
 - 2. The extent of poverty in COOPERATING UNIT and the extent of poverty in all COOPERATING UNITS.
 - 3. The extent of overcrowded housing by units in COOPERATING UNIT and the extent of overcrowded housing by units in all COOPERATING UNITS.
 - 4. In determining the average of the above ratios, the ratio involving the extent of poverty shall be counted twice.
- D. Funds will be made available to communities utilizing the formula specified in C of this Section in the following manner:
 - 1. All COOPERATING UNITS with aggregate formula percentages of greater than three and one half percent (3.5%) of the total using the procedure in part C. of this section will receive funding allocations in accordance with the COUNTY formula allocations.
 - 2. COOPERATING UNITS with aggregate formula percentages of three and one half percent (3.5%) or less of the total using the procedure in part C. of this section will have their funds consolidated into a pool for award in a manner determined by COUNTY on a competitive request for proposal basis. Only the COUNTY and COOPERATING UNITS whose funding has been pooled will be eligible to compete for these funds.

- E. The COUNTY shall develop these ratios based upon data to be furnished by HUD. The COUNTY assumes no duty to gather such data independently and assumes no liability for any errors in the data furnished by HUD.
- F. In the event COOPERATING UNIT does not request a funding allocation, or a portion thereof, the amount not requested shall be made available to other participating communities, in a manner determined by COUNTY.

VI. METROPOLITAN CITIES

Any metropolitan city executing this Agreement shall defer their entitlement status and become part of Urban Hennepin County.

This agreement can be voided if the COOPERATING UNIT is advised by HUD, prior to the completion of the re-qualification process for fiscal years 2015-2017, that it is eligible to become a metropolitan city and the COOPERATING UNIT elects to take its entitlement status. If the agreement is not voided on the basis of the COOPERATING UNIT's eligibility as a metropolitan city prior to June 20, 2014, the COOPERATING UNIT must remain a part of the COUNTY program for the entire three-year period of the COUNTY qualification.

VII. OPINION OF COUNSEL

The undersigned, on behalf of the Hennepin County Attorney, having reviewed this Agreement, hereby opines that the terms and provisions of the Agreement are fully authorized under State and local law and that the COOPERATING UNIT has full legal authority to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

Assistant County Attorney

VIII. HENNEPIN COUNTY EXECUTION

The Hennepin County Board of Commissioners having duly approved this Agreement on _____, 2014, and pursuant to such approval and the proper County official having signed this Agreement, the COUNTY agrees to be bound by the provisions herein set forth.

APPROVED AS TO FORM:

Assistant County Attorney

Date: _____

COUNTY OF HENNEPIN, STATE OF MINNESOTA

By: _____
Chair of its County Board

And: _____
Assistant/Deputy/County Administrator

Attest: _____
Deputy/Clerk of the County Board

RECOMMENDED FOR APPROVAL

Assistant County Administrator - Public Works

Date: _____

Department, Housing, Community Works and Transit

Date: _____

IX. COOPERATING UNIT EXECUTION

COOPERATING UNIT, having signed this Agreement, and the COOPERATING UNIT'S governing body having duly approved this Agreement on _____, 2014, and pursuant to such approval and the proper city official having signed this Agreement, COOPERATING UNIT agrees to be bound by the provisions of this Joint Cooperation Agreement.

CITY OF

By: _____
Its Mayor

And: _____
Its City Manager

ATTEST: _____

CITY MUST CHECK ONE:

The City is organized pursuant to:

____ Plan A ____ Plan B ____ Charter

CITY OF WAYZATA

RESOLUTION NO. 18-2014

**RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT COOPERATION
AGREEMENT BETWEEN THE CITY OF WAYZATA AND HENNEPIN COUNTY FOR
PARTICIPATION IN THE URBAN HENNEPIN COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM IN FY 2015-2017**

WHEREAS, the City of Wayzata, Minnesota and the County of Hennepin have in effect a Joint Cooperation agreement for the purposes of qualifying as an Urban County under the United States Department of Housing and Urban Development Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG) Program, and HOME Investments Partnerships (HOME) Programs; and

WHEREAS, the City and County wish to execute a new Joint Cooperation Agreement in order to continue to qualify as an Urban County for purposes of the Community Development Block Grant, ESG and HOME Programs.

BE IT THEREFORE RESOLVED, that a new Joint Cooperation Agreement between the City and County be executed effective October 1, 2014 and that the Mayor and the City Manager be authorized and directed to sign the Agreement on behalf of the City.

ADOPTED BY THE WAYZATA CITY COUNCIL ON July 1, 2014.

Mayor Ken Willcox

ATTEST:

City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 17-2014 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on July 1, 2014.

Becky Malone, Deputy City Clerk

SEAL

CITY OF WAYZATA



PLANNING DEPARTMENT

MEMORANDUM

To: City Council
From: Bryan Gadow, City Planner
Date: July 8, 2014
Re: Introduction of Microbrewery and Taproom Ordinance (“Micro-production Facilities”) (No Formal Action Required)

Background

In the past several years, the Minnesota legislature has enacted amendments to the liquor licensing statutes to allow for increased demand in craft beer production in local brewpubs and brewery taprooms. Following these state legislative changes, a number of communities in the metropolitan area have updated their local alcohol ordinances to permit microbreweries and taprooms, including Excelsior, Minnetonka, Hopkins, and St. Louis Park. The formal definitions of a microbrewery and taproom vary between communities, but typically limit breweries to the production of not more than 3,500 barrels of beer per year (31 gallons in a barrel). In addition, many microbreweries also incorporate the sale of portable “growlers” (64-ounce containers that meet specific packaging requirements) to consumers from the brewery facility.

Earlier this year, staff was contacted by Bill Cavanagh and Robert Klick of Wayzata Brew Werks, LLC, who are interested in opening up a microbrewery operation in the Boatworks building this year. In order for a microbrewery/taproom to be considered in this location, a number of items would need to be considered, including: 1) A amendment to the City’s Zoning Ordinance to establish a review procedure for reviewing the microbrewery request from a zoning perspective; 2) A amendment to the City’s liquor ordinances to establish a licensing and permit process for these facilities; and 3) a amendment to the existing PUD for the Boatworks building to allow a new microbrewery/taproom use that is not contemplated under the existing PUD.

Both the Planning Commission and City Council have discussed the possibility of amending the City’s ordinances to allow such uses in workshop sessions. Furthermore, the idea of a micro-brewery was raised during the public engagement process for the Wayzata Lake Effect project and framework plan for the west end of Lake Street, although not specifically mentioned for the Boatworks building.

The Boatworks building’s request for a PUD Amendment was reviewed by the Planning Commission at their July 7th meeting, and was recommended for approval on a 6-0 vote. The formal PUD Amendment application for the Boatworks brewery use will tentatively be on the City Council agenda for the August 6th meeting. In the interim, staff wanted to introduce the

WAYZATA CITY HALL

600 EAST RICE STREET WAYZATA, MINNESOTA 55391-1799

(P) 952-404-5312 - (F) 952-404-5318

draft of the amendment to Zoning Ordinance to the Council in advance of the formal discussion on August 6th.

Zoning Amendment

There are typically two approaches to land use amendments permitting breweries and brewery taprooms. The first is to address potential land use issues in a series of general provisions, then allow the taproom and/or brewery as a permitted use in the appropriate zoning district(s). With this approach, a potential user would prepare plans, request permits from staff, and provided that the proposal meets the requirements of the zoning district and the established general provisions, the applicant would receive permits to construct the facility.

The second approach would be to establish the use in selected zoning districts as a Conditional Use, along with a series of conditions that the applicant would have to meet as a baseline condition for CUP approval. The specific conditions would be similar to those in the permitted use general provisions, but the CUP process includes a required public hearing and the opportunity for formal Planning Commission and City Council review.

Staff recommends the CUP option (2nd option) as the path for addressing zoning of potential microbrewery or other micro-production facilities within Wayzata. The Micro-production facilities could be further limited to only more retail orientated commercial districts (i.e. C-2, C-3, C4, C-4A, and C-4B) via the CUP process. A draft of ordinance language is included as Attachment A for review.

In the Planning Commission's previous workshop discussions, the Commission noted that an ordinance change to the City's liquor laws is mainly a matter of City policy for the City Council to consider, rather than a land use or zoning matter. However, the Commission did suggest incorporating micro-breweries, micro-wineries, and micro-distilleries into an all-encompassing term such as "Micro-production Facilities" with language similar to the City of Denton, Maryland, which is as follows:

"A facility in which beer, wine, or other alcoholic beverages are brewed, fermented, or distilled for distribution and consumption, and which possesses the appropriate license from the State of Maryland. Tasting rooms for the consumption of on-site produced beer, wine, or distilled products are permitted on the premises".

The definition could be modified to reflect the need for appropriate State and Federal licenses, and additional language could be added to address specific concerns about noise, lighting, the sale of off-site growlers and other site considerations. The reason for utilizing the all-inclusive "Micro-production Facility" term is that the City would not need to amend the Zoning Ordinance again if a future proposal for a distillery or winery were to come forward.

Next Steps

In addition to amending the Zoning Ordinance to allow Micro-production Facilities through a Conditional Use Permit (CUP) process, the City Council would also need to amend the City's liquor laws to establish a parallel licensing process for these uses. Staff anticipates having a

draft of the liquor ordinance amendment ready for the City Council's review at the August 6th meeting.

Action Steps

No formal action step on the draft Zoning Ordinance Amendment is needed at this time, as it is being introduced for information purposes. Staff will be available to answer any questions regarding the draft ordinance. The formal introduction for the Zoning Ordinance Amendment for a first reading will be at the August 6th meeting, after the Planning Commission has formally adopted their *Planning Commission Report and Recommendation* on July 21st.

Attachments

Draft Ordinance No. 746 – Micro-production Facilities and Taprooms/Tasting Rooms

**CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA**

DRAFT ORDINANCE NO. 746

**AN ORDINANCE AMENDING WAYZATA'S ZONING ORDINANCE TO ALLOW
MICRO-PRODUCTION FACILITIES AND TAPROOMS/TASTING ROOMS AS
CONDITINAL USES**

THE CITY OF WAYZATA ORDAINS:

1.1 In accordance with the Report and Recommendation of the Wayzata Planning Commission dated _____, 2014, the City Council of the City of Wayzata, hereby amends Chapter 801 of the City Code as follows:

A. Section 801.02.2 (Definitions), is amended to include the following new definitions:

Micro-production Facility: A facility in which beer, wine, or other alcoholic beverages are brewed, fermented, or distilled for distribution and consumption. Micro-production facilities include breweries, wineries and distilleries.

Taproom (Brewery): An area for the on-sale consumption of malt liquor produced by the brewer for consumption on the premises of a brewery. A taproom may also include sale for off-premises consumption of malt liquor produced at the brewery location or adjacent taproom and owned by the brewery for off-premises consumption, packaged subject to Minnesota Statute 240A.301, subdivision 7(b), or its successor.

Tasting Room (Winery/Distillery): An area for the on-sale consumption of distilled spirits or wine produced on the premises of one winery or one distillery and in common ownership to the producer of the wine or distilled spirits.

Growler: A specially designed sixty four (64) ounce beer container for exclusive off-sale of micro-production facility beer. A growler shall have the following packaging requirements:

- i. Growlers shall bear a twist-type closure, cork, stopper or plug.
- ii. At the time of sale, paper or plastic adhesive band, strip, or sleeve shall be applied to the container and extended over the top of the closure, forming a seal.
- iii. The growler and/or band, strip or sleeve shall bear the name and address of the brewer, and the container shall be identified

as malt liquor, contain the name of the malt liquor, and shall be considered intoxicating liquor unless labeled otherwise.

Malt Liquor: Any beverage made from malt by fermentation and containing not less than one-half of one percent alcohol by volume.

Distillery: A facility that produces Ethyl Alcohol, hydrated oxide of ethyl, spirits of wine, rum, brandy, gin, or other distilled spirits, including all dilutions and mixtures thereof, for non-industrial use. A distillery may include a tasting room.

Winery: A facility operated by the owner of a Minnesota farm and producing table, sparkling, or fortified wines from grapes, grape juice, other fruit bases, or honey with a majority of the ingredients grown or produced in Minnesota. A winery may include a tasting room.

Brewery: A facility that produces for sale beer, ale, malt liquor, or other beverages made from malt by fermentation and containing not less than one-half of one percent alcohol by volume. A brewery may include a taproom.

- B. Section 801.20.15. (Off-Street Parking and Loading), is amended to include the following off-street parking and loading requirements:

GG. Micro-production Facility: One (1) space for each 1,000 sq. ft. of floor area.

HH. Taproom/Tasting Room: One (1) space for each fifty (50) sq. ft. of floor area.

- C. Section 801.76.5. (C-2 Shopping Center Business District); Section 801.77.5. (C-3 Service Commercial District); Section 801.78.5. (C-4 Central Business District); Section 801.79.5. (C-4A Limited Central Business District); and Section 801.80.5. (C-4B Central Business District) are amended to include the following conditional use:

Micro-production facility, provided that:

1. Licensing. The owner of the micro-production facility qualifies for and receives all federal, state and city licenses necessary for the operation of the micro-production facility, including a brewer license and a malt liquor wholesale license (if wholesale of malt liquor is an intended activity); winery license; and/or a distiller's license from the State of Minnesota, according to Minnesota Statutes Section 340A.

2. Taproom/Tasting Room License. An accessory taproom or tasting room for the on-sale of beer, wine, or spirits produced on-site shall require a taproom/tasting room license from the City of Wayzata, according to City Code Section _____.
3. Off-sale. On-site sale of beer in the form of growlers shall require a Brewery License for Off-Sale of Malt Liquor, according to City Code Section _____. On-site sale of wine or spirits, other than samples as governed under Minnesota State Statutes, shall be prohibited.
4. Production of Beer. Total production of malt liquor shall not exceed 5,000 barrels annually. Micro-production Facilities with a taproom license shall not exceed 3,500 barrels annually, and only 500 barrels may be sold off-sale as growlers. Any micro-production facility operating as a brewery shall annually submit production reports to the City with the request to renew a brewery taproom or off-sale malt liquor license.
5. Production of Wine. Total production of wine shall not exceed 50,000 gallons annually. Any micro-production facility operating as a winery shall annually submit production reports to the City with the request to renew a tasting room or winery license.
6. Production of Spirits. Total production of spirits shall not exceed 40,000 proof gallons annually. Any micro-production facility operating as a distillery shall annually submit production reports to the City with the request to renew a tasting room or distillery license.
7. Off-street Loading. The micro-production facility shall provide adequate space for off-street loading and unloading of all trucks greater than twenty two (22) feet in length. In the absence of off-street loading, the City may impose limits on deliveries or shipments using the public rights of ways, including regulating the number of trucks per day and the hours that deliveries are permitted.
8. Outdoor Storage. No outdoor storage is permitted on the site, with the exception that waste handling (refuse and/or recycling) may occur in an enclosure that is fully screened from adjoining streets and residentially zoned properties.
9. Odors. No odors from the micro-production facility shall be perceptible beyond the property line. The micro-production facility operator shall take appropriate measures to reduce or

mitigate any odors generated from the operation and be in compliance with any applicable Minnesota Pollution Control Standards.

10. Waste. Waste products shall be disposed of in a timely manner and in such a way to reduce odors.
11. Exterior Lighting. All exterior lighting shall be designed in such as way as to have no direction source of light visible from adjacent property, and shall comply with the requirements of Section 801.16.6 of the Wayzata Zoning Ordinance.
12. Parking. Parking supply shall be provided on-site or through off-site arrangement, to avoid street parking on residential streets. Off-site or reduced parking supply shall require separate approval per the requirements of Section 801.20 of the Wayzata Zoning Ordinance, as applicable.
13. Hours of Operation. Micro-production facility operation hours shall be limited to the hours specified in Minnesota Statutes Chapter 340A for off-sale intoxicating liquor unless further limited the City Council as part of a Conditional Use Permit.
14. Other Provisions. The provisions of Section 801.04.2.F of the Wayzata Zoning Ordinance, pertaining to Conditional Use Permit criteria, are considered and satisfactorily met. A micro-production facility shall meet all other applicable performance standards and design requirements in the Wayzata Zoning Ordinance.

1.2 This Ordinance shall become effective upon its passage and publication.

Adopted this _____ day of _____, 2014.

Mayor Ken Willcox

ATTEST:

City Manager Heidi Nelson

First Reading:
Second Reading:
Publication:

CITY OF WAYZATA



PLANNING DEPARTMENT

MEMORANDUM

To: City Council
From: Heidi Nelson, City Manager and Bryan Gadow, City Planner
Date: July 9, 2014
Re: Lake Effect Next Steps Workshop Follow Up with Mary deLaittre

On June 26th, the City Council held a workshop with staff, and Mary deLaittre of Groundworks Consulting to discuss formalizing next steps for the Wayzata Lake Effect Project. One of the takeaways from the workshop session was a desire by the City Council to enter into a formal agreement with Ms. deLaittre for assistance in establishing project priorities, a stewardship organization, and fundraising structure for the implementation of the plan.

Ms. deLaittre has provided the attached scope of work proposal for consulting services to assist the City Council through November.

Staff is requesting Council direction on formalizing a contract with Ms. deLaittre for consulting services based upon the scope of work.

Attachments

Scope of Work for Consulting Services (Draft)



9 July 2014

Heidi Nelson - City Manager
Bryan Gadow – Assistant City Manager
City of Wayzata
600 Rice Street East
Wayzata, MN 55391-1799

Dear Heidi and Bryan,

Thank you for the opportunity to submit this proposed scope of work and budget for developing an implementation strategy for the Lake Effect.

Project Scope

The anticipated time frame is August – November 2014.

As previously discussed, there are three primary components to this scope of work, each component informing the next:

- I. Gather information on Proposed Lake Effect Project Particulars
- II. Investigate Organizational Structure
- III. Develop Implementation Strategy Recommendations

Deliverables

Consultant hours will be up to approximately 40-hours for each component of scope
One or more Council workshops per component
Presentation materials
Final recommendations report

Fees

Rate: \$200/hour

Approximate total hours: 120

Contract not-to-exceed amount: \$24,000

Supplemental Communications Services

Per our conversation, additional communication services may be needed. These services could include:

Build on Phase I Communications Scheme

- Develop interim communications plan
- Provide messaging content for updates

Hours and deliverables

50 hours includes basic communication plan and content for 4 monthly updates on various communication platforms

Fee

Up to \$6,000 (50 hours x \$120/hr)

Thank you for your consideration, I look forward to discussing the proposal particulars with you.

Sincerely,

Mary deLaittre
Founder and Principal
Groundwork: The Foundation for City Building

CITY OF WAYZATA



ENGINEERING DEPARTMENT

MEMORANDUM

To: Wayzata City Council
From: Mike Kelly, City Engineer
Date: 07/09/2014
Re: County Road 101 (Bushaway Road)

One of the City of Wayzata's goals for the County Road 101 reconstruction project was to have overhead utilities placed underground. The City has been provided an estimate for this work from both Xcel Energy and CenturyLink, which I have attached for your review.

At this time, in order for final design of these facilities to be completed and implementation to begin, payment must be made to each of these utilities. Xcel requires that 80% of the estimated cost be paid and CenturyLink requires full payment. A summary of these costs is provided below.

Xcel Energy - \$493,510.00
CenturyLink -\$25,978.97

The City and County have agreed to equally share the costs of the undergrounding of these facilities. Language has been provided in the Construction Cooperative Agreement, detailing how and when reimbursements would occur. I have copied the language from the agreement below, for your review.

It is understood by the parties that Xcel Energy will invoice the City of Minnetonka and the City of Wayzata respectively for eighty (80) percent of the estimated costs to underground overhead electrical power lines prior to the start of the work by Xcel Energy. Upon receipt of said invoices and after execution of this agreement, the City of Minnetonka and the City of Wayzata will each invoice the County for fifty (50) percent of the invoices received by each City from Xcel Energy. Upon completion of the work by Xcel Energy and acceptance of the work by the County Engineer or a designated representative, the City of Minnetonka and the City of Wayzata will each invoice the County for the remainder of the County's share of the costs. The County agrees to remit payment to each City within forty five (45) days after receipt of each City's invoice.

The County will pay its share of electric utility burial costs directly to the City of Minnetonka and the City of Wayzata respectively rather than applying its share as a credit against the Cities' proportionate shares of the Project costs.

At this time, Staff is looking for Council authorization to proceed with contracts with Xcel Energy and CenturyLink for the undergrounding of utilities on Bushaway Road.



February 25, 2014

5505 Manitou Road
Excelsior, Minnesota 55331

City of Wayzata
Attn: Michael Kelly
600 Rice St.
Wayzata, MN 55391

RE: The Overhead to Underground Conversion of Electrical Utilities Along County Road 101 from Gray's Bay Bridge north to Wayzata Blvd within the City of Wayzata.

Dear Mr. Kelly,

Thank you for the opportunity to respond to your request for Detailed Engineering & Design Analysis cost information regarding the overhead electrical power lines along County Road 101. Your request is for Xcel Energy to relocate existing electrical facilities owned by Xcel Energy from overhead to underground along 101.

The cost to the City of Wayzata for this project would be \$623,138. This cost is based on the assumption that Hennepin County and the city will approve the permit application. The customer is required to provide any easements on private property in order to replace existing overhead electrical equipment with pad-mounted equipment. This project will eliminate any existing Xcel Energy street lights that are hung on the poles.

The primary cost elements included in the cost are as follows:

- A.) Removal of overhead poles, wires and associated equipment from Gray's Bay Bridge north to Wayzata Blvd.
- B.) Switchgear, transformers and other pad mounted equipment to be placed on customer property along County Road 101 within easements.
- C.) Feeder and distribution cables to replace the existing overhead conductors along County Road 101.
- D.) A credit of \$279,319 for the relocation of overhead facilities (roughly 54 poles) that Xcel Energy would be obligated to move for the road project.

Please note that these costs are excluded from the estimate:

- 1.) Removal of cable television, telephone, or telecommunications equipment attached to poles. It is the requestor's responsibility to contact these companies regarding any possible charges.
- 2.) Rewiring of any customer services to new connection points or to accept underground service. It is the requestor's responsibility to contact customers regarding any needed work to accommodate this request. Xcel Energy's cost for this conversion is \$340 plus \$6.50 a foot.
- 3.) Removal of poles not belonging to Xcel Energy.
- 4.) Possible Winter Construction costs of doing the work when winter conditions exist at requestor's request.
- 5.) Restoration per City of Wayzata and Hennepin County requirements.

Should the City of Wayzata choose to proceed with the relocation, please notify me and I will then send out the Statement of Work Requested as a bill for this work requesting 80% of the estimated cost minus the \$5,000 engineering retainer (\$493,510.00). After the project is complete, Xcel Energy will request the remaining money based on actual cost of the project. This cost estimate is valid for 90 days from the date of this letter. Any agreement reached after this date will be subject to a review of the estimate, which could include a change to the above stated cost and an additional engineering retainer. Should the decision to proceed be made, Xcel Energy would start the work in the fall of 2014.

If you have any question, please contact me at 952-470-3343.

Sincerely,

A handwritten signature in cursive script that reads "Traci Carlson".

Traci Carlson
Designer
Xcel Energy

CC:

Brian Broucek
Design Supervisor

Kim Marinac
Area Engineer

**STATEMENT OF WORK REQUESTED**

DATE: 8-Jul ,20
WORK REQUESTED BY: City of Wayzata
WORK LOCATION: County Road 101
ADDRESS: 600 Rice St
Wayzata, MN 55391

CONSISTING OF:

See attached letter for specific terms of this estimate/statement of work. Xcel Energy's Statement of Work Requested form which will serve as a bill for this work requesting 80% of the estimated cost (623,138) minus the \$5,000 engineering retainer, please pay \$493,510.00. After the project is complete, Xcel Energy will request the remaining money based on actual cost of the project. This cost estimate is valid for 90 days from which the date of this letter. Any agreement reached after this date will be subject to a review of the estimate, which would include a change to the above stated cost and an additional engineering retainer.

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay (\$ 493510.00) in accordance with the following terms:
need payment before construction and before completion of design

Receipt of the above amount hereby acknowledged on behalf of the Company by Traci Carlson

Northern States Power Company, Customer
a Minnesota corporation ("Xcel Energy")

City of Wayzata
Print Full Name and Title Print Full Name and Title (if applicable)

Signature Signature

FOR XCEL ENERGY USE

Xcel Energy Representative Traci Carlson Xcel Energy Work Order # 11912119

Construction\$ 493510.00 Removal \$ Total \$ 493510.00



June 12, 2014

City of Wayzata
Mike Kelly

File #: 53405
Revised quote

Dear Mr. Kelly,

This is a revised quote to bury aerial cable facilities along Bushaway RD in Wayzata, MN. The City of Wayzata has requested that all CenturyLink aerial cable facilities be buried. These particular facilities are not impacted by but are adjacent to the road project. Work will consist of removing 7 poles, and anchor and down guy and 1,272 feet of aerial cable along with the associated service wires. We will then place 1,344 feet of 200 pair buried cable that will be placed joint trench with Xcel. We will also place 6 new pedestals/terminals and associated service wires, with some being pulled through inner-duct/conduit. The existing services will be cut to new facilities and the old aerial facilities removed. All splicing and testing activities will be completed. This work falls into the excess construction category which is billable back to the customer.

This billing project is for the beautification portion of the removal of CenturyLink areal facilities (poles/cables) that are **not** directly related to the road job itself.

Before we can begin construction, it will be necessary for you to agree to the following terms for facility relocation. Your revised cost will be \$25,978.97 which includes \$5,636.58 for material and \$20,342.39 for labor.

Please note that this proposal can be withdrawn if it is not accepted within 30 days.

Specific site and/or construction questions can be directed to Todd Paulson at (612) 381-5566.

If you would like to proceed, please call me at (218) 759-4409 to have a contract forwarded to you from the Resource Allocation Group in Littleton, CO.

PLEASE NOTE The contract will need to be signed and returned with a check or signed purchase order document before the work can begin.

Thank you,

Sue Cotton
CenturyLink – Special Construction
3320 Bemidji Ave N
Bemidji, MN 56601