

WAYZATA CITY COUNCIL

Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street

Tuesday, November 15, 2022

7:00 PM

ZOOM INFORMATION

[Click here to join Zoom Mtg](#)

[Meeting ID: 814 4855 3615](#) [Passcode: 316489](#)

Members of the public may watch and listen remotely by viewing the meeting on Channel 8, WCTV, and at the City's website at www.wayzata.org/WCTV.



Public comment during the Public Forum and/or Public Hearing portions of the meeting may be provided in person at the meeting, in advance, or by logging into the zoom call and raising your hand during the public hearing. **When your name is called in the meeting, you will be seen and heard in our Council Chambers and the cable channel.** You will be asked to unmute and then you may begin your comment. All public comments must include your full name and address.

The City encourages comments or questions about items on the agenda and, when possible, requests that you submit them in advance by emailing PublicComment@wayzata.org, calling City staff at 952-404-5323, or mailing Wayzata City Hall at 600 Rice St E, Wayzata, MN 55391 (Attn: Public Comment).

5:00 p.m. Dinner Available for Wayzata City Council - Conference Room

5:30-6:30 p.m. — Closed Special Meeting of the Wayzata City Council to Conduct a Performance Evaluation of Wayzata City Manager Jeffrey Dahl Pursuant to Minn. Stat. Sect. 13D.05, Subd. 3(a).

7:00 PM - CITY COUNCIL MEETING

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approve Agenda**
5. **Public Forum (3min/person)**
 - a. Annual Update from Senator Jerry Herta, Minnesota House District 33A
 - b. Update of Wayzata PD Operations
 - c. Promotion of 2022 Light Up the Lake Festivities
6. **New Agenda Items**
7. **Canvass Election Results**
 - a. Consider Adoption of Resolution 60-2022 Canvassing the Returns and Declaring the Results of the November 8, 2022 City General Election
8. **Consent Agenda**
 - a. Approval of City Council Workshop Meeting Minutes of October 25, 2022 and City Council Workshop and Regular Meeting Minutes of November 1, 2022
 - b. Approval of Check Register
 - c. Receipt of Police Activity Report
 - d. Receipt of Building Activity Report
 - e. Receipt of Wine and Spirits Assessment by Delaney Consulting
 - f. Approval of User Agreement With the City of Maple Grove for Police Department use of the North Metro Regional Public Safety Training Facility
 - g. Approval of 2023-2025 Union Contract with AFSCME Local No. 224
 - h. Approval of 2023-2025 Union Contract with LELS Local No.37

- i. Approval of Second Reading and Adoption of Ordinance 820 Amending City Code Provisions Related to MPCA's MS4 Permit Program
- j. Authorize Purchase of Utility Truck with Hoist
- k. Approval of Professional Services Agreement with Onyx Strategic Partners for Panoway Phase 2 Project Management & Owner's Representative Services
- l. Approval of Addendum to Recording Secretary Service Agreement with TimeSaver Off Site Secretarial, Inc. extending the agreement to December 31, 2023
- m. Approval of First Reading of Ordinance 821 Adopting Annual Salary for Mayor and Council Members

9. New Business

- a. Consider Adoption of Resolution 57-2022 Creating Ad-Hoc Marina Advisory Committee and Appointments
- b. Consider Approval of an Agreement with Kraus Anderson for Construction Manager as Adviser Services for Panoway Boardwalk Project

10. City Manager's Report and Discussion Items

11. Public Forum (as necessary)

12. 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 - December 6, 2022
Planning Commission - December 5, 2022

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



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 7.a
TITLE: Consider Adoption of Resolution 60-2022 Canvassing the Returns and Declaring the Results of the November 8, 2022 City General Election	
PROPOSED MOTION: To Adopt Resolution 60-2022 Canvassing the Returns and Declaring the Results of the November 8, 2022 City General Election	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends adoption of the resolution.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

The City held its local election as a part of the general election on Tuesday, November 8. Overall, there were no major issues reported. Below are statistics related to the four candidates running for two Council seats. Staff is still waiting on more statistics from Hennepin County regarding election turnout and will provide an update at the council meeting.

Chris Hickman	892
Larissa Stockton	691
Molly MacDonald	1049
Jeff Parkhill	999
Write-Ins:	15

State Statute 205.185, subd. states: (a) Between the third and tenth days after an election, the governing body of a city conducting any election including a special municipal election, or the governing body of a town conducting the general election in November shall act as the canvassing board, canvass the returns, and declare the results of the election.

A heart felt thanks go out to all of the election judges who put in long hours to ensure a streamlined election day and thank you also to all of the candidates for giving the residents diverse choices.

ATTACHMENTS:

1. Resolution 60-2022

RESOLUTION NO. 60-2022

RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE NOVEMBER 8, 2022 CITY GENERAL ELECTION

WHEREAS, the results of the City General Election held on November 8, 2022 have been tabulated and have shown the following number of votes cast:

For the two Offices of Council Member (four-year terms):

Chris Hickman	892
Larissa Stockton	691
Molly MacDonald	1049
Jeff Parkhill	999
Write-Ins:	15

Write Ins:	
Molly MacDonald	1
Shrefflo	1
Jerry Lee	1
Andrew Cullen	1
A Police Officer	1
Joan Malikowski	1
Larry Coughenour	1

Sarie Erickson	1
Brian McCullough	1
Nick A	1
Youngrichard Naus	1
Vaughn Villcheck	2
Connor Stepka	1
Leonard Stevenson	1

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota, that at the 2022 General Election, Molly MacDonald and Jeff Parkhill are hereby declared to have been duly elected to the Offices of Council Member for a four-year term.

Adopted by the Wayzata City Council this 15th day of November 2022.

ATTEST:

Mayor Johanna Mouton

City Manager Jeffrey Dahl

CERTIFICATION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on November 15, 2022.

Kathy Leervig, City Clerk

SEAL



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 8.a
TITLE: Approval of City Council Workshop Meeting Minutes of October 25, 2022 and City Council Workshop and Regular Meeting Minutes of November 1, 2022	
PROPOSED MOTION: To Approve the City Council Workshop and Regular Meeting Minutes of October 25 and November 1, 2022	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached draft minutes.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. October 25, 2022 Workshop Minutes (draft)
2. November 1, 2022 Workshop Minutes (draft)
3. November 1, 2022 CC Minutes (draft)

**WAYZATA CITY COUNCIL
WORKSHOP MEETING MINUTES (DRAFT)
October 25, 2022**

**4:30 p.m. Update and Discussion of Roadmap to Implementation for Panoway on Wayzata Bay—
Construction Management and Dock Design**

Mayor Mouton called the meeting to order at 4:30 p.m. Council Members present in the community room at City Hall offices: Buchanan, Iverson, MacDonald, and Plechash. Also present: City Manager Jeff Dahl, Deputy City Manager Aurora Yager, Community Development Director Emily Goellner, Lead Design Consultant Scott Jordan from Civitas, and Jessie Houlihan and Kyle Manske from Civitas.

Staff summarized updates to the attached Roadmap to Implementation, which outlined the major milestones of engagement, design, and funding for Panoway on Wayzata Bay. There will be several key milestones associated with design, construction management, and funding between now and the end of the year. Mr. Dahl went over the required next steps over the next few months if the Council desired to issue sale of bonds for the boardwalk before the end of the year. Direction was given from the Council to move forward with that process.

Jessie Houlihan and Kyle Manske of Onyx Strategic Partners provided an update on the Boardwalk Construction Manager Selection Process. A Request for Proposals (RFP) was released on October 11 and interviews of candidates will take place in early November. Staff anticipates that a contract with the selected candidate will be ready for Council review at the November 15 City Council meeting.

Lastly, Scott Jordan of Civitas, lead design consultant for Phase 2A (boardwalk and docks), reviewed results from recent meetings with the Dock Design Working Group. This work was completed as a part of the construction document phase of the design process. A summary of the feedback from the major discussion areas included:

- Preferred dock layouts
- Considerations for permanent floating or fixed dock systems
- Materiality of docks (wood or steel pilings)

The Council discussed the tradeoffs of the dock layouts, materiality, and dock type—floating or fixed. After robust discussion, the Council directed staff to pursue dock layouts that generally fit within the current area of the docks. They also preferred the advantages of the permanent floating docks with steel pilings as long they could be constructed with as much wood as possible.

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

Respectfully submitted,

Kathy Leervig, City Clerk

**WAYZATA CITY COUNCIL
WORKSHOP MEETING MINUTES (DRAFT)
November 1, 2022**

5:00 p.m. Discussion of Wayzata Wine and Spirits Marketing and Strategic Assessment by Delaney Consulting

Mayor Mouton called the meeting to order at 5:00 p.m. Council Members present in the community room at City Hall offices: Buchanan, Iverson, MacDonald, and Plechash. Also present: City Manager Jeff Dahl, Deputy City Manager Aurora Yager, Public Works Director/Engineer Mike Kelly, Community Development Director Emily Goellner, Wayzata Bar and Grill Manager Jeff Pietrini, Wine and Spirits Manager Kevin Castellano, and Michael Bitzer of Delaney Consulting.

Mr. Dahl indicated that earlier this year, the City Council approved a Professional Services Agreement with Delaney Consulting to provide for a Strategic and Marketing Assessment for Wine and Spirits Operations. The last time an assessment like this was completed was in 2015. The goal of the assessment is to analyze the operations and marketing in order to maximize the profitability and sustainability of the operations as the market and retail environment continues to evolve. Over the past 4 months, staff, led by General Manager Kevin Castellano, along with Michael Bitzer of Delaney, have been analyzing financials and collecting data via a customer survey, market research, and speaking with employees. The last phase of this process, which occurred in late September, was to complete a SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats) with key stakeholders in order to finalize the assessment along with a strategic action plan.

Mr. Bitzer went through a presentation that summarized the assessment. The Council asked questions and discussed the primary recommendations identified in the final report. Mr. Dahl indicated that the next steps will be to accept the final report at an up and coming Council Meeting, and then staff will meet internally on developing a prioritized implementation plan which would be reviewed by the Council.

5:45 p.m. Discussion of 2023 Budget Items and Potential 2024 Budget Impacts

Ms. Yager provided background on the 2023-2025 draft union contracts, 2023 additional staffing requests, and potential impacts on the 2024 budget. With regard to union contracts, she indicated that the City now has three groups of employees represented by unions. Two of those groups are AFSCME Local No. 224 which represents Public Works employees, and LELS Local No. 37 which represents Police Officers. In 2022, Police Sergeants voted to unionize. Staff is currently still working on an initial contract with that bargaining group which will be brought forward for consideration at a later meeting.

In late 2019, the City negotiated 3-year union contracts for both of these union groups. In preparation for those 3-year contracts expiring at the end of this year, over the past six months, staff led negotiation efforts with these bargaining groups and have reached tentative agreements that are now ready for consideration by the City Council and their financial impacts were previously incorporated into the 2023 preliminary budget. A high-level summary of some of the proposed changes are:

Public Work - AFSCME Local No. 224 Contract

- Three-year term from 2023-2025
- Annual COLA increase of 3%
- Language to switch the Good Friday holiday to Juneteenth if that holiday is adopted by the State or City Council
- Addition of a longevity step at 10 years of service
- Changing the Lead PSW pay scale to align more with the market
- Increasing Flex Pay from \$2 per hour to \$5 per hour

- Including a \$10/month phone allowance
- Various legal updates and contract clarifications/cleanup

Police Officers – LELS Local No. 37 Contract

- Three-year term from 2023-2025
- Annual COLA increase of 3%
- One-time market adjustment with an average increase of 6%
- Addition of a longevity step for 15 years of service
- Updates to Field Training Officer pay to increase the pay \$125 per month, but limit the time it can be paid out.
- Increase in School Resource Officer pay by \$25 per month
- Inclusion of K-9 handler compensation and scheduling requirements
- Including provisions to clarify how Scheduled Time Off and Floating Holidays are used
- Language to switch the Good Friday holiday to Juneteenth if that holiday is adopted by the State or City Council
- Various legal updates and contract clarifications/cleanup

The Council discussed the contracts and was supportive of the contracts as drafted.

Ms. Yager indicated that at the preliminary 2023 budget workshop, the Council stated that further clarification on what a potential process would look like for filling the full-time Fire Chief position was needed before they would make a final approval for that position was given in December.

Ms. Yager explained that the need for the position was twofold. First, the 2021 Fire Department Study recommended that the City hire a full-time Chief for several reasons, which include: increasing department training, improving interdepartmental relationships including the possibility of shared services, implementing succession planning, and increasing general management and improving the effectiveness of the department. Comparatively speaking, Wayzata is in the minority of Fire Departments that do not have full-time staff. Of the eight other communities included in the analysis, only one department other than Wayzata does not have any full-time staff. The addition of a full-time chief is needed to provide more effort on retention and attraction of part-time fire firefighters in order to keep it primarily part-time.

Second, while the Wayzata Fire Department has never had any full-time staff, it does not mean that the requirements of the department do not involve significant investment from the current Chief to complete those tasks. In addition to responding to fire calls, on average Chief Klapprich spends about 26 hours per week just to meet the basic administrative and management duties of the position. Adding additional strategic initiatives and preparing the department to address the changing environment in the fire service, a full-time employee dedicated to its oversight is necessary.

Ms. Yager noted that apart from other budgetary needs in 2024, some of the decisions in the 2023 budget will have an impact on the 2024 budget that the Council should consider before approving the final 2023 Budget in December. Specifically, by hiring some positions mid-year and restoring capital contributions back to their normal level, the Council could anticipate levy increase of over 4% which does not include any other budgetary needs or staffing requests.

The Council discussed the budgetary impacts and overall need for the Fire Chief position and directed staff to delay the position to 2024 and not include it in the 2023 budget.

The workshop meeting was adjourned at 6:50 p.m.

Respectfully submitted,

1
2 Kathy Leervig, City Clerk

**WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
NOVEMBER 1, 2022**

AGENDA ITEM 1. Call to Order.

Mayor Mouton called the meeting to order at 7:00 p.m. Mayor Mouton shared the multiple options for joining remotely and submitting comments or questions.

AGENDA ITEM 2. Pledge of Allegiance.

AGENDA ITEM 3. Roll Call.

Council Members present: Mouton, Buchanan, Iverson, MacDonald, and Plechash. Also present: City Manager Dahl, Community Development Director Goellner, Planner Quarles; Deputy City Manager Yager, and City Attorney Schelzel.

Mayor Mouton noted earlier this evening, the City Council participated in a workshop. The following items were on the agenda:

- Discussion of Wayzata Wine and Spirits Marketing and Strategic Assessment by Delaney Consulting
- Discussion of 2023 Budget Items and Potential 2024 Budget Impacts

AGENDA ITEM 4. Approve Agenda.

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

AGENDA ITEM 5. Public Forum.

a. Update of Panoway District Committee by Council Liaison Molly MacDonald

Council Liaison/Councilmember MacDonald gave a brief overview of the Panoway Committee, its purpose, the work that has been completed, and their future work plans for Panoway.

Mayor Mouton reviewed some of the public safety and transportation items from the presentation.

Ms. MacDonald stated that the Police Department has been very committed to working with the Panoway District Committee and has full faith in the Department and believes next summer will be quieter.

b. Introduction of New Parks Employees Tim Gallagher and Jordan Schwartz

City Engineer/Public Works Director Kelly introduced Tim Gallagher and Jordan Schwartz who have joined the Parks Department and shared a bit of background information on their experience.

Tim Gallagher gave a brief explanation of his education and experience with turf management on golf courses as well as working with various municipalities.

Jordan Schwartz gave a brief overview of his education and experience working with the PGA Tour and TPC. He noted that he got married on October 8, 2022 and explained that his wife is from Wayzata.

Ms. MacDonald asked for an explanation of TPC. Mr. Schwartz explained that TPC stands for Tournament Players Club which is owned by the PGA.

Mayor Mouton welcomed Mr. Gallagher and Mr. Schwartz and thanked them for choosing Wayzata to be part of their career path.

AGENDA ITEM 6. New Agenda Items.

There were none.

AGENDA ITEM 7. Consent Agenda.

Mayor Mouton read the items on the consent agenda and asked if any Council member wished to pull an item for further discussion.

Mr. Buchanan asked if his understanding was correct that approval of item g, regarding the new ladder truck, did not require the City to contribute any City funds at the present time. City Manager Dahl confirmed that this was correct and explained that there are incentives to pay, along with the contract signing, but noted that the given the delay in when the equipment will be delivered, staff is not recommending payment at this point in time.

Mr. Plechash asked that item d. be pulled since he is on the Fire Department and would like to recuse himself from voting on that item. He noted that item g. is also fire related, but does not feel he has a personal conflict with that item and will vote on that item. He noted that he would like to get a comment from City staff on item e. because it is related to covering salt for winter application to prevent run-off. Mr. Kelly gave an overview of Ordinance 820 and noted that one of the items it covers is management of bulk quantities of salt, for example, that it be covered or stored in a location where it cannot run off in an ‘uncontrolled’ fashion.

Mayor Mouton noted that she also believed that there was a slight amendment for item h. Mr. Dahl asked that language be added related to item h. that it be subject to final approval and execution of said agreement by the City Attorney and City Manager. He explained that this is because of a few typographical errors as well as a few measurement errors that were discovered, but noted that staff did not feel that they were substantive.

Ms. Iverson asked about the annual maintenance and operation costs outlined for item h. and asked if they had been included in the 2023 budget. Mr. Dahl stated that they had not been included and explained that they will likely be split between Three Rivers Park District, Wayzata Conservancy, and the City.

Mr. Kelly noted that his understanding of the agreement is that the maintenance items will start to be implemented after the first year of implementation so the City would then plan for them to be included in the 2024 budget.

Hearing no additional requests, she asked for a motion to approve the Consent Agenda items as presented. Mr. Buchanan made a motion, seconded by Ms. MacDonald, to approve Consent Agenda items: a, b, c, e, f, g, and with the additional language for item h that it will be subject to the final review and approval by the City Attorney and the City Manager:

- a. Approval of City Council Workshop and Regular Meeting Minutes of October 18, 2022
- b. Approval of Check Register
- c. Approval of Municipal Licenses
- d. ~~Approval of Amended and Restate Bylaws of the Wayzata Fire Department Relief Association~~ (pulled for a separate vote)
- e. Approval of First Reading of Ordinance 820 Amending City Code Provisions Related to MPCA’s MS4 Permit Program
- f. Approval of Second Reading and Adoption of Ordinance 819 to Amend the Zoning Ordinance on Mixed Uses
- g. Approval of Purchase Agreement with MacQueen Emergency for a Fire Department Ladder Truck
- h. Approval of Grade Crossing Construction and Maintenance Agreement with BNSF Railroad

The motion carried 5/0.

- d. Approval of Amended and Restate Bylaws of the Wayzata Fire Department Relief Association

1 Mayor Mouton asked for a motion to approve the Consent Agenda item d, as presented. Ms.
 2 Iverson made a motion, seconded by Ms. MacDonald, to approve item d of the Consent Agenda,
 3 as presented. The motion carried 4-0-1 (Plechash abstained)

4
 5 **AGENDA ITEM 8. New Business.**

6 **a. Review of 2019-2023 Strategic Plan Program Report**

7 Deputy City Manager Yager gave a presentation on the 2019-2023 updated Strategic Plan and noted
 8 that it outlines the strategic priorities; desired outcomes; key outcome indicators; targets; and
 9 strategic initiatives. She reviewed the City's strategic priorities and shared details surrounding
 10 initiatives related to: Maintain and Enhance Community Amenities; Maintain and Enhance
 11 Infrastructure; Increase Operational Effectiveness; and Manage Thoughtful Development. She
 12 noted that overall, they are on track or have completed about 52% of the strategic plan targets and
 13 about 80% of the initiatives. She commended City staff for working on these projects and making
 14 sure that the City is really seeing progress. She noted that additional information and details are
 15 available for review on the City's website.

16 Ms. MacDonald asked about 'thoughtful development' and noted that there were 11
 17 variances that were approved and asked how many total projects there were. Ms. Yager noted that
 18 she did not have the information in front of her but noted that a number of the variances were related
 19 to one particular project.

20 Ms. MacDonald asked what had happened to the Good Clinic.

21 Community Development Director Goellner noted that the City had issued a build-out
 22 permit for the Good Clinic but the date of opening would be up to the actual operator. She noted
 23 that the building permit does not expire as long as there is active work.

24 Mr. Dahl noted that the building official has indicated that it has not been active for a while.
 25 He noted that they could come back, but right now, it did not look very good.

26 Ms. Goellner explained that the City would have to see about 6 months of absolutely no
 27 activity before they explore other options. She noted that there was a question raised about how
 28 many projects have been done in the City that had variances approved and there were 5 total
 29 projects.

30 Ms. MacDonald asked at what rate residential was outpacing commercial development.
 31 Ms. Yager explained that it had changed one percentage point from last year.

32 Mr. Buchanan commended staff for keeping track of all the initiatives and various projects.

33 Ms. MacDonald stated that the checklist for Public Works must be a challenge, but thinks
 34 it is crucial information. She suggested that they also ensure that the new study for the Bar and
 35 Grill has some sort of check-in to make sure that the City is on target implementing the Wine &
 36 Spirits initiatives.

37 Mayor Mouton stated that she would echo the comments made by Councilmember
 38 Buchanan because this has been a lot of work getting this strategic plan close to the finish line. She
 39 noted that she is very curious about the increased energy usage and would like to see that looked
 40 into more closely.

41
 42 **b. Consider Approval of Professional Services Agreement with WSB for Design of the**
 43 **Ferndale Road Sidewalk Project**

44 Mr. Kelly gave an overview of the Ferndale Road sidewalk project that will provide a connection
 45 between Lake Street and Wayzata Boulevard. He reviewed the background and discussion on this
 46 project including the WSB proposal for design of the sidewalk. He noted that the City is working
 47 on a grant application to MnDOT and will find out in March of 2023 if the project has been selected
 48 for this grant. Staff recommends approval of the Professional Services Agreement with WSB for
 49 this project.

50 Mr. Plechash stated that he would characterize Ferndale Road as being shared with
 51 bicycles, cars, pedestrians, and strollers. He asked how much the City may be able to get if the

1 MnDOT grant is approved and what the expectation is for the total cost of this project, including
 2 planning, design, and construction. Mr. Kelly stated that the answer to both of those questions are
 3 about \$332,000.

4 Ms. Iverson asked if the City typically hires a consultant for construction of a sidewalk.
 5 Mr. Kelly explained that typically, the City does not, however, there are other pieces of the project
 6 that have a bit more impact, such as the possibility of moving curb lines and possible retaining
 7 walls, so, in this instance they felt a consultant may be necessary because it was beyond the ability
 8 of staff to do this, in house.

9 Ms. Iverson expressed her appreciation to Mr. Kelly for conducting neighborhood
 10 meetings. She noted that her biggest concern with this project was the potential impact to the big,
 11 beautiful canopy that exists on Ferndale, but safety is a top priority, so she felt this is the right thing
 12 do to.

13 Mr. Plechash stated that this project has been one of his high priorities for a number of
 14 years and is happy to see it come before the Council. He stated that he is very much in favor of
 15 this project.

16 Ms. MacDonald stated that she is also very much in favor of this project and agrees that
 17 this will be crucial for safety purposes. She thanked staff for finding a possible grant opportunity.

18 Mr. Buchanan noted that he is excited to see this project as well because walkability and
 19 pedestrian safety is one of the foremost issues on the Council's mind.

20 Mayor Mouton stated that this project has been discussed for a very long time and noted
 21 that she was excited about the possible grant opportunity but also that this adds to the walkability
 22 and the safety component for pedestrians traveling in the City. She thanked staff for all their work
 23 in putting together the plans for this project and for conducting the neighborhood meetings. She
 24 asked that the City staff keep in close contact with those neighbors as this project progresses.

25
 26 Mayor Mouton asked for a motion on the application. Mr. Plechash made a motion, seconded by
 27 Mr. Buchanan, to Approve the Professional Services Agreement with WSB for the Ferndale Road
 28 Sidewalk Project. The motion carried 5/0.

29
 30 **c. Adoption of Resolution 58-2022 Approving Development Agreement with Final Plat**
 31 **for 900 Wayzata Boulevard – Wells Fargo Redevelopment Project**

32 Ms. Goellner noted that the Council had last discussed this item in July of 2022 and noted that if
 33 approved, some construction work may happen over the winter months.

34 Planner Quarles highlighted some of the details in the proposed Development Agreement
 35 and Final Plat for 900 Wayzata Boulevard, the redevelopment of the Wells Fargo building. She
 36 reviewed the project background, the easements for the Final Plat, meeting conditions of approval,
 37 and the construction phasing plans. She explained that staff's main question for the Council was
 38 about the plans for the treatment of the east bank wall.

39 Mr. Plechash asked for a plat that showed where the east bank wall would be located. Ms.
 40 Quarles utilized an aerial rendering to show the location of the building and noted that it would be
 41 visible from Wayzata Boulevard.

42 Mr. Plechash stated that he likes the idea of utilizing this space for some sort of public art.
 43 He asked about the Park Dedication Fee and asked where those funds would go and how they would
 44 be used. Mr. Dahl explained that those funds would go directly to the City's Park Dedication Fund
 45 within the Parks Department. He noted that there are very specific uses that are allowed for those
 46 funds, such as park equipment and park capital costs.

47 Mr. Plechash asked how much is currently in the Park Dedication Fund. Mr. Dahl
 48 explained that the City was currently in the process of bifurcating the fund but noted that over the
 49 last five years or so, he would estimate the City had received about \$500,000 in Park Dedication
 50 Fees from various projects.

1 Mr. Plechash stated that he would like to hear more about the public access that this
2 development will have. Ms. Quarles stated that part of the discussion at the initial City Council
3 meeting was about whether there were areas of this development that made sense to dedicate to
4 pure parkland which the Council felt did not.

5 Mr. Plechash asked about stormwater management and asked if he could assume that the
6 stormwater management plan will be better than what is currently in place. Ms. Quarles explained
7 that currently there is nothing, so she would expect this to make this infinitely better.

8 Mr. Plechash stated that there was information included in the packet related to phases of
9 logistics and asked about snow mitigation with the proposed pedestrian rerouting. Mr. Kelly
10 explained that during a detour like this, the contractor and the developer will be responsible for
11 anything that happens inside of the areas that are impacted by them. He stated that they will need
12 to make sure that the detour and the signage are adequate.

13 Ms. Iverson asked about the comment that some of the mechanicals would be grouped with
14 the elevator and asked for details related to the size. Ms. Quarles stated that she did not have that
15 information off the top of her head but noted that she had seen preliminary drawings, but believes
16 that the intent was to get those kinds of details through the building permit process.

17 Ms. Iverson stated that she wanted to know because the scale and size will impact things
18 on this project. She suggested that staff send this information to the Council once they get those
19 details. She referenced page 197 of the packet and the section of the document titled, 'Security For
20 Public and Private Improvements'. She asked is this was a normal thing that the City did with
21 every developer and if it was just a percentage. City Attorney Schelzel stated that the section she
22 was referencing was a standard provision in the City's development agreements where the City has
23 this security to cover any contingency where the developer doesn't fulfill an obligation under the
24 agreement. He noted that he could not recall a time where the City needed to actually exercise this
25 security and explained that it was like having an insurance policy for the City.

26 Ms. Iverson asked about parking mitigation and whether it was normally addressed in the
27 Development Agreement. She stated that she has concerns that with the existing building needing
28 to stay up, where the employees and contractors would park for the period of time that construction
29 is taking place. She noted that there was an event last week and quite a few people parked in the
30 adjacent neighborhood and explained that she had to back up three times in order to get out of the
31 neighborhood. She stated that she wants to make sure that cars are not parking in the
32 neighborhoods. She asked the developer to take some time and prepare for this and make sure there
33 is someplace for these individuals to park. She stated that she has a few comments on the
34 landscaping plan that she would ask the developer to take into consideration. She reviewed the
35 proposed plants and species as well as their typical growth patterns. She explained that there are
36 quite a few big, old trees currently on this parcel and she would like to see some mitigation that
37 they be replaced with some hardwoods in these plans. She noted that they have four maples trees
38 in their plans, but the remainder are spruce and evergreens. She asked the developer to take a look
39 and find places to plant big, tall hardwood trees, such as the corner of Wayzata Boulevard and
40 Superior because this will be there for many generations. She explained that she appreciated that
41 some of the trees the have selected are fast growing and will provide some screening, but many do
42 not have much volume and she would still like to see some hardwoods included, even if they are
43 slower growing, because they will add beauty and character to the City.

44 Mr. Buchanan asked if there would be any lane closures or disruption of traffic with the
45 project. Mr. Kelly stated that there may be some minor disruptions as they close and work in some
46 of the existing access points, but for the most part, he did not anticipate any major closures.

47 Ms. MacDonald stated that most of the questions she had have already been answered. She
48 noted that she felt the staff ideas for the east wall would be fine. She stated that she agreed with
49 Councilmember Plechash that some type of public art display would be a nice addition.

50 Mayor Mouton stated that Councilmember Iverson brought up a good point about the
51 parking plans. She noted that she understands that this is not part of the Development Agreement,

but noted that it will be critical given that there are neighborhoods on two sides and a few busy thoroughfares in the area as well. She stated that making sure that the employees and contractors all have a place to go that will not encroach on the neighbors is very important. She stated that given the amount of vehicular traffic on Wayzata Boulevard and turns in and out with construction vehicles, she asked that the City make sure that it is signed appropriately to make it clear that there will be trucks coming and going. She expressed her appreciation to Planner Quarles for the incredibly comprehensive document and noted that she is hopeful that the completion in timeline of three years or less will be realized. She stated that she also likes the idea of a public art display for the east wall as well as softening it with year-round vegetation. She stated that she would also like some consideration given to possible architectural type changes, such as different materials, direction, or color. She asked that the public art be something that is representative of the community and its values.

Mayor Mouton asked for a motion on the application. Mr. Buchanan made a motion, seconded by Ms. MacDonald, to Adopt Resolution 58-2022 Approving Development Agreement with Final Plat for 900 Wayzata Boulevard – Wells Fargo Redevelopment Project. The motion carried 4/1 (Iverson opposed).

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

a. Upcoming Events/Announcements

- Thanked the Chamber of Commerce for a job well done on for another successful Boo Bash and the Police and Fire Departments for all the work they did behind the scenes to make it a success.
- Reminder that the elections will be coming up on November 8, 2022 and noted that early voting is available at City Hall until 5:00 p.m. on November 7, 2022 including 10:00 a.m. to 3:00 p.m. on Saturday, November 5, 2022.
- The City will have its fall bag pick up for leaves on Monday, November 14, 2022 and asked that residents leave their compostable bags curbside by 7:00 a.m.
- Deadline to submit applications for openings on the Boards and Commissions is November 10, 2022.

b. Council Member Updates/Announcements

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

There were no comments.

AGENDA ITEM 11. Adjournment.

There being no further business, Mayor Mouton asked for a motion to adjourn. Mr. Plechash made a motion, seconded by Ms. MacDonald to adjourn. Mayor Mouton adjourned the meeting at 8:39 p.m.

Respectfully submitted,

Kathy Leervig
City Clerk

Drafted by Kayla Rokosz
TimeSaver Off Site Secretarial, Inc.



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 8.b
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks and Electronic Fund Transfers (EFT's) for October and November 2022	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager, Aurora Yager, Deputy City Manager	

ACTION REQUESTED:

Staff recommends the approval of checks and EFT's.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Check & EFT Register

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

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PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 00000 ALL DEPARTMENTS							
101-00000-10100	PAYMENT MADE TWICE BUT BLDG. DEPT	BREDAHL PLUMBING	PERMIT SUBMITTE	10252022	11/02/2022	1,025.00	125768
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL 10/28/2	10282022	10/31/2022	165,121.04	2158
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL TAXES 1	PRTX10282022	10/31/2022	58,678.87	2159
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL HSA DEP	HSA10282022	10/31/2022	10,380.42	2160
101-00000-20300	DEPOSITS PAYABLE	DSM EXCAVATING COMPANY,	STREET CUT DEPO	2022-545	11/02/2022	1,189.00	125780
101-00000-20300	COMM.DEV. TO REIMB.	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	199.00	125691
101-00000-20300	DUE TO BE REFUNDED	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	499.00	125691
101-00000-20300	DEPOSITS PAYABLE - LONG LAKE	HENN.CNTY.ACCTG.SERVICE	PRISONER PROCES	1000192622	11/09/2022	75.00	125912
101-00000-20300	DEPOSITS PAYABLE - TARI KELLOGG P	KELLYS WRECKER SERVICE,	PD TOWING SERVI	5574 & 19297	11/09/2022	293.06	125920
101-00000-21704	PERA	PERA	PERA - PAYROLL	PERA10282022	10/31/2022	41,265.24	2161
101-00000-21705	NATIONWIDE RETIREMENT	NATIONWIDE RETIREMENT	EMPLOYEE PR DEP	10282022	10/31/2022	2,315.00	2157
101-00000-21709	PW UNION DUES	AFSCME COUNCIL	PW DUES	OCT2022	10/19/2022	788.70	2138
101-00000-21719	ICMA DEFERRED COMP	ICMA	EMPLOYEE ICMA P	10282022	10/31/2022	1,877.50	2156
101-00000-34190	CHARGES FOR SERVICES/GEN GOV T	DSM EXCAVATING COMPANY,	STREET CUT DEPO	2022-545	11/02/2022	(630.00)	125780
Total Department 00000 ALL DEPARTMENTS						283,076.83	
Department: 41100 Mayor and Council							
101-41100-00493	VOLUNTEER PROGRAM	UPS STORE	VOLUNTEER DINNE	11/7/2022	11/09/2022	151.59	125957
Total Department 41100 Mayor and Council						151.59	
Department: 41500 Administration & Finance							
101-41500-00200	SUPPLIES	OFFICE DEPOT	SUPPLIES	270433697001	11/09/2022	52.05	125934
101-41500-00200	Printing & Publishing	SCHWAAB, INC.	NOTARY STAMP	7586050	11/09/2022	37.75	125946
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	PLANNING COMMIS	576114PLANNING	11/09/2022	770.00	125884
101-41500-00304	Legal Fees	BEST & FLANAGAN	CITY COUNCIL MT	576114CITYCOUNCIL	11/09/2022	1,485.00	125884
101-41500-00304	Legal Fees	BEST & FLANAGAN	CITY CONTRACTS	576114CITY CONTRACT	11/09/2022	2,970.00	125884
101-41500-00304	Legal Fees	BEST & FLANAGAN	CODE ENFORCEMEN	576114CODE ENFORCE	11/09/2022	275.00	125884
101-41500-00304	Legal Fees	BEST & FLANAGAN	EHLERT GREENWAY	576114EHLERTGREENWA	11/09/2022	165.00	125884
101-41500-00306	EMPLOYEE HATS	24/7 ACTIVE	EMPLOYEE HATS	1371	11/02/2022	1,150.00	125752
101-41500-00306	WELLNESS, RETIREMENT & BABY RECOG	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	713.94	125691
101-41500-00306	RANDOM DRUG/ALCOHOL TESTING	FASTEST LABS OF PLYMOUT	RANDOM DRUG/ALC	1041	11/02/2022	70.00	125784
101-41500-00311	NETWORK SUPPORT	LOFFLER COMPANIES, INC.	CONTRACT IT SUP	4185742	11/09/2022	4,905.00	125923
101-41500-00331	J.DAHL MTG MEALS	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	237.70	125691
101-41500-00331	CHAMBER LUNCHEON	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	210.00	125691
101-41500-00350	PRINTING & PUBLISHING	ECM PUBLISHERS, INC.	GEN.ELECTION NO	917718	11/09/2022	358.40	125901
101-41500-00350	PRINTING & PUBLISHING	ECM PUBLISHERS, INC.	ORDINANCE 818	917719	11/09/2022	64.00	125901
101-41500-00404	Repairs/Maint - Machin/Equip	MARCO	CITY HALL COPIE	INV10494614	11/09/2022	937.03	125926
101-41500-00433	J.DAHL CONF.EXP.	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	525.90	125691
101-41500-00433	J.DAHL DUES	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	62.27	125691
101-41500-00433	DOMAIN NAME RENEWALS	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	383.65	125691
101-41500-00433	HR DUES	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	250.00	125691
101-41500-00433	KRISMER NOTARY	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	120.00	125691
101-41500-00433	A.YAGER CONF.EXP	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	100.59	125691
101-41500-00433	DUES, LICENSING & SEMINARS	OLD NATIONAL BANK	BANK FEES & CRE	OCT2022	10/31/2022	426.00	2167
101-41500-00433	Dues, Licensing & Seminars	WAYZATA ROTARY CLUB	FIRST HALF 2022	10292022	11/09/2022	753.00	125967
101-41500-00497	CREDIT CARD FEES	AUTHNET	ON LINE PAYMENT	11022022CITYHALL	11/03/2022	16.65	2163
101-41500-00497	CREDIT CARD FEES	OLD NATIONAL BANK	BANK FEES & CRE	OCT2022	10/31/2022	1,282.96	2167
Total Department 41500 Administration & Finance						18,321.89	
Department: 41910 Community Development							

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Fund: 101 GENERAL FUND							
Department: 41910 Community Development							
101-41910-00210	OPERATING SUPPLIES (GENERAL)	OFFICE DEPOT	PLANNING SUPPLI	270433701001	11/09/2022	17.99	125934
101-41910-00331	MILEAGE & EXPENSE ACCOUNT	KIESER, NICK	CONF.MILEAGE	SEPT2022	11/09/2022	100.00	125921
101-41910-00433	COMM.DEV. CONF.EXP.	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	1,513.18	125691
101-41910-00433	COMM.DEV.DUES	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	691.00	125691
101-41910-00491	ENERGY & ENVIRONMENT COMMITTEE	CENTER FOR ENERGY AND E	RESIDENTAIL ENE	21660	11/02/2022	235.00	125771
101-41910-00492	HPB JJ TENT	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	106.49	125691
Total Department 41910 Community Development						2,663.66	
Department: 41940 Building Operations & Maint.							
101-41940-00210	BLDG.MAINT SUPPLIES	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	271.37	125691
101-41940-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	13425	11/09/2022	13.99	125909
101-41940-00210	OPERATING SUPPLIES (GENERAL)	OFFICE DEPOT	PW SUPPLIES	271597466001	11/02/2022	36.79	125832
101-41940-00210	BLDG.SUPPLIES	SUPPLY SOLUTIONS LLC	BLDG.CLEANING S	39002	11/02/2022	252.04	125853
101-41940-00321	SERVICE	MEDIACOM	SERVICE	10192022	11/02/2022	48.51	125815
101-41940-00321	SERVICE	MEDIACOM	SERVICE	10202022	11/02/2022	284.75	125816
101-41940-00321	SERVICE	POPP TELECOM	SERVICE	OCT152022	11/02/2022	416.51	125839
101-41940-00381	SERVICE	XCEL ENERGY	SERVICE	OCT.2022	11/09/2022	5,548.24	125971
101-41940-00381	SERVICE	XCEL ENERGY	SERVICE	OCT.2022	11/09/2022	12.84	125971
101-41940-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	OCT.2022	11/09/2022	1,144.27	125892
101-41940-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	OCT.2022	11/09/2022	12.45	125892
101-41940-00386	CH/PW	REPUBLIC SERVICES	RESIDENTAL REFU	OCT.2022	11/09/2022	782.19	125943
101-41940-00401	Repairs/Maint Buildings	TWIN CITY GARAGE DOOR C	FD GARAGE DOORS	2223478	11/09/2022	366.00	125956
101-41940-00404	Repairs/Maint - Machin/Equip	AIRTECH	BOILER REPAIRS	44046	11/02/2022	498.75	125756
101-41940-00404	Repairs/Maint - Machin/Equip	CONVERGINT TECHNOLOGIES	SECURITY REPAIR	00031331	11/02/2022	302.82	125776
101-41940-00404	REPAIRS/MAINT - BEACH HOUSE	SUMMIT FIRE PROTECTION	FIRE ALARM SYST	130060233	11/02/2022	250.00	125852
101-41940-00409	MONTHLY CLEANING	CMT JANITORIAL SERVICES	MONTHLY CLEANIN	4278	11/02/2022	2,725.00	125775
101-41940-00499	SUPPLIES	CULLIGAN-BOTTLED WATER	BLDG.SUPPLIES	125687	11/09/2022	25.62	125897
Total Department 41940 Building Operations & Maint.						12,992.14	
Department: 42100 Police							
101-42100-00210	PD SUPPLIES	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	40.84	125691
101-42100-00210	K-9 SUPPLIES	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	436.38	125691
101-42100-00210	BIKE PATROL SUPPLIES	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	40.71	125691
101-42100-00212	Motor Fuels	CIRCLE K	FUEL	84314881	11/09/2022	502.46	125893
101-42100-00217	Uniforms	STREICHER'S	UNIFORMS	11595410	11/09/2022	52.97	125949
101-42100-00217	Uniforms	STREICHER'S	UNIFORMS	11596471	11/09/2022	310.00	125949
101-42100-00217	Uniforms	STREICHER'S	UNIFORMS	11596589	11/09/2022	283.98	125949
101-42100-00240	Small Tools and Minor Equip	FORMS & SYSTEMS OF MINN	PD FLAG	177562	11/09/2022	561.90	125905
101-42100-00309	Contractual Services	EDEN K9 CONSULTING & TR	K-9 TRAINING	3231	11/09/2022	348.00	125902
101-42100-00309	Contractual Services	POPP TELECOM	PD SERVICE	167753	11/09/2022	65.00	125941
101-42100-00323	Radio Units	AT&T - FIRSTNET	PD SERVICE	287284904965x100320	11/09/2022	979.34	125881
101-42100-00323	Radio Units	HENN.CNTY.INFO.TECH.DEP	PD RADIO SERVIC	1000193390	11/02/2022	1,136.41	125791
101-42100-00404	Repairs/Maint - Machin/Equip	BROOKDALE CHRYSLER, JEE	SQUAD PARTS	11968	11/09/2022	366.39	125890
101-42100-00404	Repairs/Maint - Machin/Equip	NAPA AUTO PARTS-LONG LA	PARTS FOR SQUAD	3270-551827	11/09/2022	631.53	125930
101-42100-00404	Repairs/Maint - Machin/Equip	WAYZATA BAY CAR WASH	SQUAD MAINT.	10152022	11/09/2022	320.50	125965
101-42100-00433	Dues, Licensing & Seminars	INT'L ASSOC.OF CHIEFS O	PD DUES	0237065	11/09/2022	525.00	125915
101-42100-00433	Personnel Expense	SCHULTZ, MARC	CONFERENCE EXPE	10142022	11/09/2022	1,273.25	125945
101-42100-00499	Miscellaneous	WAYZATA CRIME PREVENTIO	NITE TO UNITE L	1022363	11/09/2022	385.00	125966
Total Department 42100 Police						8,259.66	

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Fund: 101 GENERAL FUND							
Department: 42120 Crime Control and Investigate							
101-42120-00304	Legal Fees	JEFFREY W. LAMBERT, P.A LEGAL SERVICES		10242022	11/09/2022	3,389.75	125916
101-42120-00308	PRISONER PROCESSING	HENN.CNTY.ACCTG.SERVICE PRISONER PROCES		1000192622	11/09/2022	268.02	125912
Total Department 42120 Crime Control and Investigate						3,657.77	
Department: 42200 Fire							
101-42200-00200	OFFICE SUPPLIES (GENERAL)	OFFICE DEPOT	SUPPLIES	270433697001	11/09/2022	23.99	125934
101-42200-00210	Operating Supplies (GENERAL)	KNOX COMPANY	FD SUPPLIES	INV-KA-137328	11/09/2022	303.23	125922
101-42200-00210	Operating Supplies (GENERAL)	OFFICE DEPOT	FD SUPPLIES	270428901002	11/02/2022	40.78	125832
101-42200-00306	Personnel Expense	MED COMPASS	FD MEDICAL EXAM	42140	11/02/2022	165.00	125813
101-42200-00306	Personnel Expense	VOLUNTEER FIREFIGHTERS'	NEW FIREFIGHTER	OCT2022	11/02/2022	28.00	125871
101-42200-00323	Radio Units	AT&T - FIRSTNET	FD SERVICE	287294110445x110320	11/09/2022	320.11	125881
101-42200-00381	SERVICE	XCEL ENERGY	SERVICE	OCT.2022	11/09/2022	848.23	125971
101-42200-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	OCT.2022	11/09/2022	402.32	125892
Total Department 42200 Fire						2,131.66	
Department: 42400 Building Inspection							
101-42400-00200	BLDG.DEPT.SUPPLIES	ELAN-CARDMEMBER SERVICE CITY WIDE EXP.		SEPT2022	10/19/2022	416.12	125691
101-42400-00433	PERMIT TECH TRAINING	ELAN-CARDMEMBER SERVICE CITY WIDE EXP.		SEPT2022	10/19/2022	337.72	125691
101-42400-00433	BLDG.OFFICIAL CONF.	ELAN-CARDMEMBER SERVICE CITY WIDE EXP.		SEPT2022	10/19/2022	608.24	125691
Total Department 42400 Building Inspection						1,362.08	
Department: 43100 Streets							
101-43100-00200	Office Supplies (GENERAL)	OFFICE DEPOT	PW SUPPLIES	271597453001	11/02/2022	31.99	125832
101-43100-00210	Operating Supplies (GENERAL)	FASTENAL	PARTS	MNPLY137723	11/02/2022	22.72	125783
101-43100-00210	OPERATING SUPPLIES (GENERAL)	GRAINGER, INC.	SUPPLIES	9482493435	11/02/2022	35.20	125787
101-43100-00210	Operating Supplies (GENERAL)	HAMEL BUILDING CENTER	SUPPLIES	152947	11/09/2022	68.40	125911
101-43100-00210	Operating Supplies (GENERAL)	SUPPLY SOLUTIONS LLC	PW SUPPLIES	39078	11/02/2022	61.93	125853
101-43100-00210	Operating Supplies (GENERAL)	VAN PAPER COMPANY	PW SUPPLIES	012821-01	11/02/2022	129.28	125869
101-43100-00226	Sign Repair Materials	NEWMAN TRAFFIC SIGNS	SIGNS	043527	11/09/2022	529.11	125933
101-43100-00226	Sign Repair Materials	TAPCO	SIGN HARDWARE	1739483	11/09/2022	127.97	125953
101-43100-00229	Dirt, Sand and gravel	MILLER TRUCKING OF BUFF	WINTER SAND	52348	11/09/2022	1,291.20	125927
101-43100-00229	Dirt, Sand and gravel	MILLER TRUCKING OF BUFF	WINTER SAND	52407	11/09/2022	328.95	125927
101-43100-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	RADIOS	1000194647	11/09/2022	308.88	125913
101-43100-00415	TRAFFIC CONTROL - BOO BASH DASH	WARNING LITES	TRAFFIC CONTROL	242556	11/09/2022	1,783.25	125964
101-43100-00433	STREET CONF.	ELAN-CARDMEMBER SERVICE CITY WIDE EXP.		SEPT2022	10/19/2022	120.00	125691
Total Department 43100 Streets						4,838.88	
Department: 43300 Engineering							
101-43300-00210	Operating Supplies (GENERAL)	SCHUMANN, JEN	SUPPLIES	10-31-2022	11/02/2022	40.85	125846
101-43300-00499	Miscellaneous	SIMPLIFILE	STORMWATER MGMT	VENTANA	10/31/2022	51.25	2147
Total Department 43300 Engineering						92.10	
Department: 45200 Parks							
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	13256	11/02/2022	11.98	125785
101-45200-00210	Operating Supplies (GENERAL)	SUPPLY SOLUTIONS LLC	PW SUPPLIES	39078	11/02/2022	61.93	125853
101-45200-00210	Operating Supplies (GENERAL)	ZERO WASTE USA	DOG WASTE BAGS	513177	11/02/2022	377.97	125877
101-45200-00221	Equipment Parts	GOPHER ACE TRU VALUE	PARTS - PARKS	13268	11/02/2022	2.38	125785
101-45200-00222	REPAIR & MAINT - EQUIP	A-1 OUTDOOR POWER, INC.	PARTS	523183	11/02/2022	78.46	125754
101-45200-00222	REPAIR & MAINT - EQUIP	NAPA AUTO PARTS-LONG LA	PARTS	3270-552353	11/02/2022	7.14	125828
101-45200-00226	Sign Repair Materials	TAPCO	SIGN HARDWARE	1739483	11/09/2022	127.98	125953
101-45200-00240	Small Tools and Minor Equip	GOPHER ACE TRU VALUE	SUPPLIES	13178	11/02/2022	25.58	125785

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Department: 45200 Parks							
101-45200-00240	SMALL TOOLS AND MINOR EQUIP	MYHRAN, BENNETT	PARKS DEPT EQUI	10-24-2022	11/02/2022	267.21	125827
101-45200-00241	SAFETY EQUIP/TESTINGS - BOOTS	CHET'S SHOES, INC	BOOTS	LLC17311	11/02/2022	339.99	125772
101-45200-00241	Safety equip/testings	GALLAGHER, TIM	BOOT INSOLES	10122022	11/09/2022	38.24	125907
101-45200-00309	ANNUAL COMPOST & SWEEPINGS REMOVA	MINNESOTA TOPSOIL	ANNUAL COMPOST	977	11/02/2022	5,683.00	125821
101-45200-00316	Weed Control	NITRO GREEN	LAWN WINTERIZER	252765	11/02/2022	3,400.00	125830
101-45200-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	RADIOS	1000194647	11/09/2022	296.02	125913
101-45200-00331	Mileage & Expense Account	KLAPPRICH, KURT	FOOD	10-22-2022	11/02/2022	88.39	125801
101-45200-00415	PORTABLE RESTROOM RENTAL	JIMMY'S JOHNNYS	PARKS SERVICE	MP212710	11/02/2022	255.00	125796
101-45200-00433	TREE CARE LICENSE	MN DEPT.OF AGRICULTURE	TREE CARE LICEN	2022-20110245	11/02/2022	25.00	125822
101-45200-00433	NURSERY STOCK LICENSE	MN DEPT.OF AGRICULTURE	NURSERY STOCK L	2022-20184376	11/02/2022	225.00	125822
101-45200-00433	DUES, LICENSING & SEMINARS	MYHRAN, BENNETT	PARKS - CONTINU	11-01-2022	11/09/2022	224.00	125929
Total Department 45200 Parks						11,535.27	
Department: 45203 Boulevard Maint. And lighting							
101-45203-00381	SERVICE	XCEL ENERGY	SERVICE	OCT2022	11/02/2022	4,577.50	125876
Total Department 45203 Boulevard Maint. And lighting						4,577.50	
Department: 49200 Miscellaneous Allocations							
101-49200-00212	MOTOR FUELS	LUBE TECH	VEHICLE OIL	3049741	11/02/2022	1,009.00	125805
101-49200-00212	FUEL	MANSFIELD OIL COMPANY	FUEL	23746438	11/09/2022	2,202.40	125925
101-49200-00212	FUEL	MANSFIELD OIL COMPANY	FUEL	23746324	11/09/2022	2,222.72	125925
101-49200-00212	FUEL	MANSFIELD OIL COMPANY	FUEL	23641802	11/09/2022	1,186.35	125925
101-49200-00212	Motor Fuels	MANSFIELD OIL COMPANY	FUEL	23614172	11/02/2022	2,055.57	125810
101-49200-00212	Motor Fuels	MANSFIELD OIL COMPANY	FUEL	23712502	11/02/2022	907.68	125810
101-49200-00212	Motor Fuels	MANSFIELD OIL COMPANY	FUEL	23712619	11/02/2022	956.61	125810
101-49200-00212	Motor Fuels	NAPA AUTO PARTS-LONG LA CREDIT		3270-551653	11/09/2022	(8.84)	125930
101-49200-00361	GENERAL LIABILITY INS	LEAGUE OF MN CITIES INS	TRIP & FALL CLA	GL 114397	11/02/2022	52.48	125802
Total Department 49200 Miscellaneous Allocations						10,583.97	
Total Fund 101 GENERAL FUND						364,245.00	
Fund: 233 LAKEFRONT IMPROVE							
Department: 40000 General Department							
233-40000-00302-2013-2	CONSULTANTS	FUZZY DUCK DESIGN	PANOWAY TIMELI	2212157286C	11/09/2022	150.00	125906
233-40000-00302-2013-2	PROJECT MANAGEMENT	ONYX STRATEGIC PARTNERS	SFH	1023	11/09/2022	435.00	125935
233-40000-00302-2022-2	SECTION FOREMAN HOUSE	NEW HISTORY	SFH	3465	11/09/2022	1,271.25	125932
233-40000-00304	Legal Fees	BEST & FLANAGAN	PANOWAY	576114PANOWAY	11/09/2022	4,455.00	125884
233-40000-00499	PANOWAY DOMAIN NAMES RENEWAL	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	667.84	125691
Total Department 40000 General Department						6,979.09	
Total Fund 233 LAKEFRONT IMPROVE						6,979.09	
Fund: 235 CABLE TV							
Department: 40000 General Department							
235-40000-00302	WCTV	MILLER, FRED	MONTHLY WCTV	0210342	11/02/2022	1,900.00	125818
235-40000-00434	COMMUNICATIONS CONF.	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	825.32	125691
Total Department 40000 General Department						2,725.32	
Total Fund 235 CABLE TV						2,725.32	
Fund: 237 FIRE DEPT PULL TABS							
Department: 40000 General Department							

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Fund: 237 FIRE DEPT PULL TABS							
Department: 40000 General Department							
237-40000-00540	Equipment	SAFETY VEHICLE SOLUTION 2022 TAHOE BUIL		22068	11/02/2022	10,450.00	125844
237-40000-00550	Vehicles	SAFETY VEHICLE SOLUTION 2022 TAHOE CORE		2161	11/02/2022	2,650.00	125844
Total Department 40000 General Department						13,100.00	
Total Fund 237 FIRE DEPT PULL TABS						13,100.00	
Fund: 310 SUPERIOR/LAKE REALIGNMENT							
Department: 40000 General Department							
310-40000-00601	DEBT SRV BOND PRINCIPAL	BOND TRUST SERVICES COR SUPERIOR/LAKE &		74920	11/09/2022	155,000.00	125886
310-40000-00611	BOND INTEREST	BOND TRUST SERVICES COR SUPERIOR/LAKE &		74920	11/09/2022	15,000.00	125886
Total Department 40000 General Department						170,000.00	
Total Fund 310 SUPERIOR/LAKE REALIGNMENT						170,000.00	
Fund: 311 STREET BONDS							
Department: 40000 General Department							
311-40000-00601	DEBT SRV BOND PRINCIPAL	US BANK	STREET RECON BO	803004600 DEC2022	11/09/2022	30,000.00	125958
311-40000-00611	BOND INTEREST	US BANK	STREET RECON BO	803004600 DEC2022	11/09/2022	1,136.25	125958
Total Department 40000 General Department						31,136.25	
Total Fund 311 STREET BONDS						31,136.25	
Fund: 315 BIG WOODS							
Department: 40000 General Department							
315-40000-00601	DEBT SRV BOND PRINCIPAL	US BANK	BIG WOODS BOND	0000324NS DEC2022	11/09/2022	195,000.00	125958
315-40000-00611	BOND INTEREST	US BANK	BIG WOODS BOND	0000324NS DEC2022	11/09/2022	5,925.00	125958
Total Department 40000 General Department						200,925.00	
Total Fund 315 BIG WOODS						200,925.00	
Fund: 401 DOWNTOWN PARKING							
Department: 40000 General Department							
401-40000-00499	MISCELLANEOUS	HOME DEPOT	LAKE & BERRY PA	OCT2022	11/02/2022	31.57	125794
Total Department 40000 General Department						31.57	
Total Fund 401 DOWNTOWN PARKING						31.57	
Fund: 404 PARK AND TRAIL CIP							
Department: 40000 General Department							
404-40000-00304	Legal Fees	BEST & FLANAGAN	PLATFORM TENNIS	576114GENERAL	11/09/2022	495.00	125884
404-40000-00499	REMOVE/REPLACE/MANTAIN TREES/EAB	BACHMAN'S	REPLACEMENT TRE	320758/50	11/09/2022	180.39	125882
404-40000-00499	P&T SURVEY	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	99.00	125691
404-40000-00499	Miscellaneous	REGENTS OF THE UNIVERSI	TREE TESTING	0230045397	11/02/2022	125.00	125842
Total Department 40000 General Department						899.39	
Total Fund 404 PARK AND TRAIL CIP						899.39	
Fund: 408 GENERAL CIP							
Department: 40000 General Department							
408-40000-00302-2022 5	CONSULTANTS	VAN METER WILLIAMS POLL	WAYZ.BLVD.STUDY	2203-202209	11/09/2022	1,614.97	125960
408-40000-00309	2022 SIDEWALK REPAIRS	Q3 CONTRACTING	2022 SIDEWALK R	MNR3116516	11/02/2022	28,509.00	125841
408-40000-00309	2022 SIDEWALK REPAIRS	Q3 CONTRACTING	2022 SIDEWALK R	MNR3116515	11/02/2022	855.90	125841
Total Department 40000 General Department						30,979.87	

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Fund: 408 GENERAL CIP							
Total Fund 408 GENERAL CIP						30,979.87	
Fund: 409 EQUIP REVOLVING							
Department: 40000 General Department							
409-40000-00540	PW RADIOS	HENN.CNTY.INFO.TECH.DEP	RADIOS	1000194647	11/09/2022	786.89	125913
409-40000-00540	Equipment	LOFFLER COMPANIES, INC.	VMWARE RENEWAL	4179331	11/02/2022	193.44	125804
409-40000-00540	OCTOBER PAYROLL PROCESSING	PAYLOCITY	PAYROLL PROCESS	1154475	10/31/2022	1,537.75	2146
Total Department 40000 General Department						2,518.08	
Department: 42100 Police							
409-42100-00540	Equipment	HENN.CNTY.INFO.TECH.DEP	PD RADIO SERVIC	1000193390	11/02/2022	1,325.85	125791
Total Department 42100 Police						1,325.85	
Total Fund 409 EQUIP REVOLVING						3,843.93	
Fund: 430 STREET CIP							
Department: 40000 General Department							
430-40000-00302	CONSULTANTS - 2022 STREETS	WSB & ASSOCIATES	CENTRAL & LAKE	R-019716-000-6	11/09/2022	3,453.75	125970
430-40000-00499	2022 STREET PROJECT	ESS BROTHERS & SONS INC	PARTS	CC9829	11/09/2022	588.50	125904
430-40000-00499	2022 STREET PROJECT	ESS BROTHERS & SONS INC	SUPPLIES	CC9206	11/02/2022	792.00	125782
Total Department 40000 General Department						4,834.25	
Total Fund 430 STREET CIP						4,834.25	
Fund: 610 WATER FUND							
Department: 00000 ALL DEPARTMENTS							
610-00000-37110	W/S/STORM SALES	OLD NATIONAL BANK	BAD CHECKS	OCT.2022	10/31/2022	667.69	2168
Total Department 00000 ALL DEPARTMENTS						667.69	
Department: 40000 General Department							
610-40000-00200	Office Supplies (GENERAL)	OFFICE DEPOT	PW SUPPLIES	271490718001	11/02/2022	331.54	125832
610-40000-00210	Operating Supplies (GENERAL)	GOPHER ACE TRU VALUE	PARTS	13185	11/02/2022	2.84	125785
610-40000-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	13401	11/09/2022	13.18	125909
610-40000-00210	Operating Supplies (GENERAL)	SUPPLY SOLUTIONS LLC	PW SUPPLIES	39078	11/02/2022	61.94	125853
610-40000-00216	Chemicals and Chem Products	HACH COMPANY	CHEMICALS	13286738	11/02/2022	135.09	125788
610-40000-00216	Chemicals and Chem Products	HAWKINS, INC	CHEMICALS	6309546	11/02/2022	5,252.24	125790
610-40000-00216	CHEMICALS AND CHEM PRODUCTS	HAWKINS, INC	CHEMICALS	6313015	11/02/2022	20.00	125790
610-40000-00224	Repair & Maint - Motor Equip	GOPHER ACE TRU VALUE	PARTS - UTILITI	13265	11/02/2022	5.59	125785
610-40000-00240	TOOLS	GOPHER ACE TRU VALUE	TOOLS	13316	11/02/2022	24.97	125785
610-40000-00309	WATER TESTING	BLOOMINGTON, CITY OF	WATER TESTING	21411	11/02/2022	66.00	125764
610-40000-00313	Permit Fees/Gopher State	GOPHER STATE ONE CALL	LOCATES	2100834	11/02/2022	112.72	125786
610-40000-00322	Postage	UPS STORE	SHIPPING	10212022	11/02/2022	21.83	125866
610-40000-00322	Postage	UPS STORE	SHIPPING	10182022	11/02/2022	16.50	125866
610-40000-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	RADIOS	1000194647	11/09/2022	109.39	125913
610-40000-00323	SERVICE	POPP TELECOM	SERVICE	OCT152022	11/02/2022	120.95	125839
610-40000-00381	SERVICE	XCEL ENERGY	SERVICE	OCT2022	11/02/2022	8,025.92	125876
610-40000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	OCT.2022	11/09/2022	49.23	125892
610-40000-00405	MAINT/REPLAC - SYSTEM	GE DIGITAL LLC	WATER PARTS	17001100047796	11/09/2022	3,264.80	125908
610-40000-00433	WATER MEMBERSHIP RENEWAL	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	194.58	125691
610-40000-00499	WATER SUPPLIES	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	54.33	125691
610-40000-00499	Miscellaneous	OFFICE DEPOT	PW SUPPLIES	271597461001	11/02/2022	139.14	125832
610-40000-00601	DEBT SRV BOND PRINCIPAL	BOND TRUST SERVICES COR	WATER REV.BOND	74919	11/09/2022	185,000.00	125887
610-40000-00601	DEBT SRV BOND PRINCIPAL	US BANK	HOLDRIDGE WATER	0000364NS DEC2022	11/09/2022	75,000.00	125958

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Fund: 610 WATER FUND							
Department: 40000 General Department							
610-40000-00611	BOND INTEREST	BOND TRUST SERVICES COR	WATER REV.BOND	74919	11/09/2022	33,000.00	125887
610-40000-00611	BOND INTEREST	US BANK	HOLDRIDGE WATER	0000364NS DEC2022	11/09/2022	13,100.00	125958
610-40000-00621	FISCAL AGENT S FEES	BOND TRUST SERVICES COR	PAYING AGENT FE	75015	11/02/2022	475.00	125765
Total Department 40000 General Department						324,597.78	
Department: 49100 Capital							
610-49100-00499	WTP SERVICE	MEDIACOM	WTP SERVICE	OCT2022	11/02/2022	1,620.00	125814
Total Department 49100 Capital						1,620.00	
Total Fund 610 WATER FUND						326,885.47	
Fund: 620 SEWER FUND							
Department: 40000 General Department							
620-40000-00200	Office Supplies (GENERAL)	OFFICE DEPOT	PW SUPPLIES	271490718001	11/02/2022	350.00	125832
620-40000-00210	Operating Supplies (GENERAL)	SUPPLY SOLUTIONS LLC	PW SUPPLIES	39078	11/02/2022	61.93	125853
620-40000-00224	REPAIR & MAINT - VACTOR	MACQUEEN EQUIPMENT	PARTS	P45621	11/02/2022	13.00	125808
620-40000-00224	REPAIR & MAINT - VACTOR	MACQUEEN EQUIPMENT	PARTS	P45677	11/02/2022	60.95	125808
620-40000-00224	REPAIR & MAINT - VACTOR	MINNESOTA EQUIPMENT	PARTS	P85363	11/02/2022	88.43	125820
620-40000-00224	REPAIR & MAINT - VACTOR	NUSS TRUCK & EQUIPMENT	PARTS	4727612P	11/02/2022	516.79	125831
620-40000-00313	Permit Fees/Gopher State	GOPHER STATE ONE CALL	LOCATES	2100834	11/02/2022	112.73	125786
620-40000-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	RADIOS	1000194647	11/09/2022	109.39	125913
620-40000-00323	SERVICE	POPP TELECOM	SERVICE	OCT152022	11/02/2022	44.12	125839
620-40000-00381	SERVICE	XCEL ENERGY	SERVICE	OCT.2022	11/09/2022	171.59	125971
620-40000-00404	REPAIRS/MAINT - LS #13	ANCHOR SCIENTIFIC INC.	LS #13 PARTS	261285	11/09/2022	153.00	125879
620-40000-00409	Maint services & Improv	AMERICAN PRESSURE	PARTS - UTILITI	130178	11/02/2022	47.45	125758
620-40000-00433	SEWER MEMBERSHIP RENEWAL	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	194.57	125691
620-40000-00499	SEWER SUPPLIES	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	54.33	125691
620-40000-00499	Miscellaneous	OFFICE DEPOT	PW SUPPLIES	271597461001	11/02/2022	139.14	125832
620-40000-00601	DEBT SRV BOND PRINCIPAL	US BANK	CIRCLE A SEWER	0000371NS DEC2022	11/09/2022	40,000.00	125958
620-40000-00611	BOND INTEREST	US BANK	CIRCLE A SEWER	0000371NS DEC2022	11/09/2022	3,825.00	125958
Total Department 40000 General Department						45,942.42	
Total Fund 620 SEWER FUND						45,942.42	
Fund: 630 MOTOR VEHICLE							
Department: 00000 ALL DEPARTMENTS							
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10272022	10/31/2022	164,141.80	2154
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10212022	10/31/2022	38,831.04	2150
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10242022	10/31/2022	281,733.85	2151
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10252022	10/31/2022	171,956.44	2152
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10262022	10/31/2022	93,078.08	2153
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10282022	10/31/2022	16,645.34	2155
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	11022022	11/03/2022	171,272.60	2166
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	11042022	11/04/2022	28,992.49	2172
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	11012022	11/03/2022	239,112.76	2165
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10202022	10/31/2022	74,279.64	2149
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10192022	10/31/2022	196,919.41	2148
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10182022	10/19/2022	150,118.26	2141
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10172022	10/19/2022	397,424.57	2140
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	10312022	11/03/2022	178,570.12	2164
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	11032022	11/04/2022	85,939.18	2171

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Fund: 630 MOTOR VEHICLE							
Department: 00000 ALL DEPARTMENTS							
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	11042022	11/04/2022	979.50	2169
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	11/04/2022	11/04/2022	82.50	2170
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	10282022	10/31/2022	1,151.90	2144
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	10272022	10/31/2022	159.25	2145
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	10212022	10/31/2022	561.20	2142
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	10202022	10/31/2022	34.00	2143
Total Department 00000 ALL DEPARTMENTS						2,291,983.93	
Department: 40000 General Department							
630-40000-00200	OFFICE SUPPLIES (GENERAL)	OLD NATIONAL BANK	BANK FEES & CRE	OCT2022	10/31/2022	76.33	2167
630-40000-00210	Operating supplies (GENERAL)	PAKOR INC.	PASSPORT SUPPLI	0664171	11/02/2022	107.21	125833
630-40000-00433	MV DUES	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	29.95	125691
630-40000-00433	DUES, LICENSING & SEMINARS	OLD NATIONAL BANK	BANK FEES & CRE	OCT2022	10/31/2022	230.90	2167
Total Department 40000 General Department						444.39	
Total Fund 630 MOTOR VEHICLE						2,292,428.32	
Fund: 640 LIQUOR							
Department: 00000 ALL DEPARTMENTS							
640-00000-10150	ATM	CASH - OLD NATIONAL	ATM CASH	10312022	11/02/2022	9,000.00	125770
Total Department 00000 ALL DEPARTMENTS						9,000.00	
Department: 47000 Off-Sale							
640-47000-00200	OFFICE SUPPLIES (GENERAL)	OLD NATIONAL BANK	BANK FEES & CRE	OCT2022	10/31/2022	76.33	2167
640-47000-00210	OPERATING SUPPLIES (GENERAL)	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0105879900	11/02/2022	338.60	125761
640-47000-00210	SUPPLIES	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0105935900	11/09/2022	42.00	125883
640-47000-00210	OPERATING SUPPLIES (GENERAL)	ULINE	STORE SUPPLIES	154825387	11/02/2022	269.23	125865
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097011700	11/02/2022	2,534.95	125761
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0096956200	11/02/2022	199.00	125761
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0096909700	11/02/2022	3,185.39	125761
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097084900	11/09/2022	2,398.90	125883
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346129318	11/02/2022	2,190.66	125767
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346228204	11/09/2022	478.22	125889
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346228205	11/09/2022	2,030.99	125889
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346029814	11/02/2022	2,922.92	125767
640-47000-00251	LIQUOR	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2165883	11/09/2022	454.36	125917
640-47000-00251	LIQUOR	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2168301	11/09/2022	2,483.50	125917
640-47000-00251	LIQUOR	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2163440	11/02/2022	58.00	125797
640-47000-00251	LIQUOR	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	225635	11/02/2022	(37.50)	125797
640-47000-00251	LIQUOR	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2156402	11/02/2022	126.00	125797
640-47000-00251	LIQUOR	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2158640	11/02/2022	2,405.40	125797
640-47000-00251	LIQUOR	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2163439	11/02/2022	1,642.48	125797
640-47000-00251	LIQUOR	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2161144	11/02/2022	279.00	125797
640-47000-00251	LIQUOR	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	225637	11/02/2022	(49.21)	125797
640-47000-00251	LIQUOR FOR RESALE	MAVERICK WINE CO.	LIQUOR & WINE	859600	11/02/2022	789.00	125812
640-47000-00251	LIQUOR	ORIGIN WINE & SPIRITS	WINE	0019156	11/09/2022	216.00	125936
640-47000-00251	LIQUOR FOR RESALE	PAUSTIS & SONS	WINE	180705	11/02/2022	432.00	125834
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6481299	11/02/2022	436.90	125837
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6479183	11/02/2022	242.20	125837
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6477366	11/02/2022	296.00	125837
640-47000-00251	LIQUOR	SOUTHERN GLAZER'S	LIQUOR & WINE	2275442	11/09/2022	719.88	125948

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 off-Sale							
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2274562	11/09/2022	4,652.77	125948
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	22745565	11/09/2022	246.00	125948
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	5089164	11/02/2022	283.27	125850
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	5089165	11/02/2022	22.83	125850
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2269304	11/02/2022	220.00	125850
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2269300	11/02/2022	4,164.42	125850
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2272353	11/02/2022	326.50	125850
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2269303	11/02/2022	521.82	125850
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2269302	11/02/2022	258.00	125850
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2272348	11/02/2022	385.91	125850
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2272349	11/02/2022	121.45	125850
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2272351	11/02/2022	1,167.96	125850
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2272347	11/02/2022	3,191.21	125850
640-47000-00251	LIQUOR FOR RESALE	VINOCOPIA	WINE	0315126	11/02/2022	134.25	125870
640-47000-00251	LIQUOR FOR RESALE	WINE COMPANY	WINE	217331	11/02/2022	166.00	125872
640-47000-00251	LIQUOR FOR RESALE	WINE COMPANY	WINE	216636	10/19/2022	278.00	125748
640-47000-00251	LIQUOR FOR RESALE	WINE COMPANY	WINE	218583	11/09/2022	265.00	125968
640-47000-00252	WINE FOR RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097011700	11/02/2022	96.00	125761
640-47000-00252	WINE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097143600	11/09/2022	240.00	125883
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346129317	11/02/2022	4,565.00	125767
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346225334	11/09/2022	1,340.00	125889
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346228206	11/09/2022	176.95	125889
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346228203	11/09/2022	1,240.00	125889
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346129315	11/02/2022	6,829.40	125767
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346002373	11/02/2022	670.00	125767
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346029815	11/02/2022	1,720.60	125767
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346129316	11/09/2022	224.00	125889
640-47000-00252	WINE	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2163747	11/09/2022	1,097.40	125917
640-47000-00252	WINE	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2165884	11/09/2022	712.00	125917
640-47000-00252	WINE	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2168302	11/09/2022	160.00	125917
640-47000-00252	WINE	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2163440	11/02/2022	386.00	125797
640-47000-00252	WINE	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2156403	11/02/2022	552.00	125797
640-47000-00252	WINE	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2158641	11/02/2022	727.11	125797
640-47000-00252	WINE	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2154284	11/02/2022	3,114.24	125797
640-47000-00252	WINE	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2159052	11/02/2022	415.44	125797
640-47000-00252	WINE	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	225636	11/02/2022	(13.00)	125797
640-47000-00252	WINE	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2161145	11/02/2022	1,136.00	125797
640-47000-00252	WINE RESALE	LIBATION PROJECT	WINE	50636	11/02/2022	519.96	125803
640-47000-00252	WINE RESALE	LIBATION PROJECT	WINE	50408	11/02/2022	144.00	125803
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	857989	11/02/2022	1,080.00	125812
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	859600	11/02/2022	144.00	125812
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	855690	11/02/2022	2,753.04	125812
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	194293	11/02/2022	4,400.00	125829
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	194124	11/02/2022	624.00	125829
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	194766	11/09/2022	512.00	125931
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	181340	11/02/2022	1,422.95	125834
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	180705	11/02/2022	954.75	125834
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	182085	11/09/2022	1,732.00	125937
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6485022	11/09/2022	1,244.00	125940

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 off-Sale							
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6481300	11/02/2022	1,079.60	125837
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6477367	11/02/2022	120.00	125837
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6479184	11/02/2022	190.00	125837
640-47000-00252	WINE RESALE	ROOTSTOCK WINE COMPANY	WINE	R22-59962	11/02/2022	831.96	125843
640-47000-00252	WINE RESALE	ROOTSTOCK WINE COMPANY	WINE	R22-60029	11/09/2022	152.04	125944
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2274566	11/09/2022	176.00	125948
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2269301	11/02/2022	416.00	125850
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2269305	11/02/2022	828.00	125850
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2272348	11/02/2022	1,018.00	125850
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2274564	11/09/2022	985.70	125948
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2272354	11/02/2022	196.00	125850
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2272352	11/02/2022	696.00	125850
640-47000-00252	WINE RESALE	TRADITION WINE & SPIRIT	WINE	33746	11/02/2022	696.00	125859
640-47000-00252	WINE	VINOCOPIA	WINE	0314497	11/02/2022	256.00	125870
640-47000-00252	WINE	VINOCOPIA	WINE	0315126	11/02/2022	420.00	125870
640-47000-00252	WINE	VINOCOPIA	WINE	0315830	11/09/2022	272.00	125962
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	217922	11/02/2022	604.00	125872
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	217331	11/02/2022	1,156.00	125872
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	215988	10/19/2022	1,605.33	125748
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	216636	10/19/2022	1,839.00	125748
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	218583	11/09/2022	2,584.00	125968
640-47000-00252	WINE	WINE MERCHANT	WINE	7397490	10/19/2022	599.00	125749
640-47000-00252	WINE	WINE MERCHANT	WINE	7398006	10/19/2022	2,620.00	125749
640-47000-00252	WINE	WINE MERCHANT	WINE	7398463	10/19/2022	5,849.36	125749
640-47000-00252	WINE	WINE MERCHANT	WINE	746751	11/02/2022	(160.50)	125873
640-47000-00252	WINE	WINE MERCHANT	WINE	7401207	11/09/2022	946.00	125969
640-47000-00252	WINE	WINE MERCHANT	WINE	7401206	11/09/2022	7,200.00	125969
640-47000-00252	WINE	WINE MERCHANT	WINE	7401703	11/09/2022	3,080.00	125969
640-47000-00252	WINE	WINE MERCHANT	WINE	7400283	11/02/2022	2,399.00	125873
640-47000-00252	WINE	WINE MERCHANT	WINE	7399826	11/02/2022	3,243.00	125873
640-47000-00252	WINE	WINE MERCHANT	WINE	7399354	11/02/2022	3,088.00	125873
640-47000-00252	WINE	WINE MERCHANT	WINE	7401204	11/09/2022	10,000.00	125969
640-47000-00252	WINE	WINE MERCHANT	WINE	7401205	11/09/2022	10,000.00	125969
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00120635	11/02/2022	498.20	125874
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00120175	11/02/2022	378.00	125874
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00119535	10/19/2022	333.96	125750
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00119710	10/19/2022	252.96	125750
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00119711	10/19/2022	271.92	125750
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00119949	10/19/2022	452.88	125750
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00120557	11/02/2022	285.48	125874
640-47000-00252	WINE	WRS IMPORTS LLC	LIQUOR	3542	11/02/2022	336.00	125875
640-47000-00252	WINE RESALE	Z WINES USA LLC	WINE	28785	10/19/2022	112.00	125751
640-47000-00253	BEER	56 BREWING LLC	BEER	5620394	11/02/2022	176.00	125753
640-47000-00253	BEER	56 BREWING LLC	BEER	5620570	11/09/2022	106.00	125878
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3568792	11/09/2022	252.55	125880
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3566158	11/02/2022	492.55	125760
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3567413	11/02/2022	1,075.40	125760
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3564855	11/02/2022	498.85	125760
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346282814	11/09/2022	2,905.20	125888

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Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346282815	11/09/2022	26.20	125888
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410138599	11/02/2022	(58.50)	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410122393	11/02/2022	(12.80)	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346179681	11/02/2022	573.00	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346181030	11/02/2022	222.05	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346181031	11/02/2022	235.00	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346181032	11/02/2022	30.75	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346181029	11/02/2022	3,482.60	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410127629	11/02/2022	(26.90)	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	345980566	11/02/2022	126.25	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	345980567	11/02/2022	40.00	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	345980565	11/02/2022	3,519.70	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346087147	11/02/2022	125.00	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	346087148	11/02/2022	2,904.15	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410122392	11/02/2022	(51.20)	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410122391	11/02/2022	(7.13)	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410054128	11/02/2022	(10.18)	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410003680	11/02/2022	(138.20)	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410003681	11/02/2022	(6.60)	125766
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410009563	11/02/2022	(58.50)	125766
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2753821	11/02/2022	893.85	125769
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2751018	11/02/2022	4,218.90	125769
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2756872	11/09/2022	731.45	125891
640-47000-00253	BEER	CLEAR RIVER BEVERAGE CO	BEER	655689	11/02/2022	181.30	125774
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1767256	11/09/2022	800.65	125899
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1757636	11/02/2022	440.55	125778
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1761970	11/02/2022	34.50	125778
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1762375	11/02/2022	674.00	125778
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	552917	11/09/2022	744.15	125914
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	548675	11/02/2022	437.40	125793
640-47000-00253	BEER	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2156402	11/02/2022	544.50	125797
640-47000-00253	BEER	LUPULIN BREWING	BEER	48404	11/02/2022	180.00	125806
640-47000-00253	BEER	MODIST BREWING CO. LLC	BEER	35850	11/09/2022	304.00	125928
640-47000-00253	BEER FOR RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6477366	11/02/2022	121.10	125837
640-47000-00253	BEER	PRYES BREWING COMPANY L	BEER	w-44672	11/02/2022	129.00	125840
640-47000-00253	BEER FOR RESALE	URSA MINOR BREWING	BEER	2934	11/02/2022	221.16	125867
640-47000-00253	BEER FOR RESALE	URSA MINOR BREWING	BEER	2981	11/02/2022	120.00	125867
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0105879900	11/02/2022	32.20	125761
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0105935900	11/09/2022	70.00	125883
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097084900	11/09/2022	13.20	125883
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346129313	11/02/2022	84.32	125767
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346129314	11/02/2022	151.00	125767
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	CAPITOL BEVERAGE SALES	BEER	2753821	11/02/2022	47.98	125769
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	CAPITOL BEVERAGE SALES	BEER	2751018	11/02/2022	22.49	125769
640-47000-00254	MISC MIX	COCA-COLA	MIX	3609218793	11/09/2022	640.28	125894
640-47000-00254	MISC.BEV	PEPSI COLA	MISC BEV	08741713	11/09/2022	221.30	125938
640-47000-00254	MISC.BEV	PEPSI COLA	MISC BEV	27251908	11/02/2022	163.50	125835
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6485022	11/09/2022	100.00	125940
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6481300	11/02/2022	48.00	125837

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Fund: 640 LIQUOR							
Department: 47000 off-Sale							
640-47000-00254	ICE	SHAMROCK GROUP	ICE	2823687	11/02/2022	166.05	125847
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	SOUTHERN GLAZER`S	LIQUOR & WINE	2274563	11/09/2022	207.00	125948
640-47000-00254	MISC.BEV	SUMMER LAKES BEVERAGE L	MIX	4757	11/09/2022	976.50	125950
640-47000-00254	MISC MDSE	TRUE BRANDS	MISC.MDSE & SUP	1115679	10/19/2022	490.38	125741
640-47000-00254	MISC MDSE	TRUE BRANDS	MISC.MDSE & SUP	1123574	11/02/2022	428.52	125863
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	WINE MERCHANT	WINE	7401207	11/09/2022	115.50	125969
640-47000-00256	CIGARETTES	M.AMUNDSON LLP	CIGARETTES & CI	350720	11/02/2022	1,341.31	125807
640-47000-00256	CIGARETTES	M.AMUNDSON LLP	CIGARETTES & CI	350344	11/02/2022	1,201.66	125807
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0097011700	11/02/2022	11.55	125761
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0105879900	11/02/2022	7.73	125761
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0096909700	11/02/2022	23.10	125761
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0105935900	11/09/2022	3.52	125883
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346129317	11/02/2022	20.30	125767
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346129313	11/02/2022	2.90	125767
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346129314	11/02/2022	1.45	125767
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346129318	11/02/2022	17.03	125767
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346228204	11/09/2022	3.15	125889
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346225334	11/09/2022	2.90	125889
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346228206	11/09/2022	1.45	125889
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346228205	11/09/2022	17.40	125889
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346228203	11/09/2022	10.39	125889
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346129315	11/02/2022	42.91	125767
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346002373	11/02/2022	1.45	125767
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346029815	11/02/2022	15.23	125767
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346029814	11/02/2022	39.39	125767
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346129316	11/09/2022	1.45	125889
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2163747	11/09/2022	14.00	125917
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2165883	11/09/2022	2.80	125917
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2165884	11/09/2022	8.40	125917
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2168301	11/09/2022	18.19	125917
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2168302	11/09/2022	1.40	125917
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2163440	11/02/2022	11.19	125797
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2156403	11/02/2022	9.79	125797
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2156402	11/02/2022	16.79	125797
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2158640	11/02/2022	18.23	125797
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2158641	11/02/2022	14.74	125797
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2154284	11/02/2022	22.40	125797
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2163439	11/02/2022	12.60	125797
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2159052	11/02/2022	8.40	125797
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2161144	11/02/2022	2.80	125797
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2161145	11/02/2022	14.02	125797
640-47000-00259	FREIGHT	LIBATION PROJECT	WINE	50636	11/02/2022	2.00	125803
640-47000-00259	FREIGHT	LIBATION PROJECT	WINE	50408	11/02/2022	2.00	125803
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	857989	11/02/2022	9.00	125812
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	859600	11/02/2022	6.00	125812
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	855690	11/02/2022	3.00	125812
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	194293	11/02/2022	50.00	125829
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	194124	11/02/2022	7.50	125829
640-47000-00259	FREIGHT	ORIGIN WINE & SPIRITS	WINE	0019156	11/09/2022	1.40	125936

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 off-Sale							
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	181340	11/02/2022	19.50	125834
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	180705	11/02/2022	13.50	125834
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	182085	11/09/2022	12.00	125937
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6485022	11/09/2022	13.98	125940
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6481299	11/02/2022	5.60	125837
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6481300	11/02/2022	12.64	125837
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6477367	11/02/2022	1.40	125837
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6479183	11/02/2022	5.60	125837
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6479184	11/02/2022	1.75	125837
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6477366	11/02/2022	5.60	125837
640-47000-00259	FREIGHT	ROOTSTOCK WINE COMPANY	WINE	R22-59962	11/02/2022	4.00	125843
640-47000-00259	FREIGHT	ROOTSTOCK WINE COMPANY	WINE	R22-60029	11/09/2022	4.00	125944
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2275442	11/09/2022	3.84	125948
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2274562	11/09/2022	19.20	125948
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2274563	11/09/2022	11.52	125948
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2274566	11/09/2022	5.12	125948
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	22745565	11/09/2022	2.56	125948
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	5089164	11/02/2022	1.92	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	5089165	11/02/2022	0.22	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2269304	11/02/2022	3.84	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2269300	11/02/2022	31.15	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2272353	11/02/2022	3.84	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2269301	11/02/2022	5.12	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2269303	11/02/2022	2.56	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2269305	11/02/2022	21.76	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2269302	11/02/2022	0.64	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2272348	11/02/2022	19.20	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2274564	11/09/2022	6.19	125948
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2272349	11/02/2022	1.49	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2272351	11/02/2022	3.84	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2272347	11/02/2022	15.36	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2272354	11/02/2022	6.40	125850
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2272352	11/02/2022	16.64	125850
640-47000-00259	FREIGHT	TRADITION WINE & SPIRIT	WINE	33746	11/02/2022	16.00	125859
640-47000-00259	FREIGHT	VINOCOPIA	WINE	0314497	11/02/2022	5.00	125870
640-47000-00259	FREIGHT	VINOCOPIA	WINE	0315126	11/02/2022	10.00	125870
640-47000-00259	FREIGHT	VINOCOPIA	WINE	0315830	11/09/2022	5.00	125962
640-47000-00259	FREIGHT	WINE COMPANY	WINE	217922	11/02/2022	10.00	125872
640-47000-00259	FREIGHT	WINE COMPANY	WINE	217331	11/02/2022	20.00	125872
640-47000-00259	FREIGHT	WINE COMPANY	WINE	215988	10/19/2022	22.80	125748
640-47000-00259	FREIGHT	WINE COMPANY	WINE	216636	10/19/2022	28.35	125748
640-47000-00259	FREIGHT	WINE COMPANY	WINE	218583	11/09/2022	16.00	125968
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7397490	10/19/2022	5.60	125749
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7398006	10/19/2022	21.00	125749
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7398463	10/19/2022	71.17	125749
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7401207	11/09/2022	5.61	125969
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7401206	11/09/2022	50.40	125969
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7401703	11/09/2022	8.40	125969
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7400283	11/02/2022	15.39	125873

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 off-Sale							
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7399826	11/02/2022	13.07	125873
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7399354	11/02/2022	30.80	125873
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7401204	11/09/2022	70.00	125969
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7401205	11/09/2022	70.00	125969
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00120175	11/02/2022	4.50	125874
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00119535	10/19/2022	4.50	125750
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00119710	10/19/2022	2.25	125750
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00119711	10/19/2022	2.25	125750
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00119949	10/19/2022	4.50	125750
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00120557	11/02/2022	4.50	125874
640-47000-00259	FREIGHT	WRS IMPORTS LLC	LIQUOR	3542	11/02/2022	5.00	125875
640-47000-00259	FREIGHT	Z WINES USA LLC	WINE	28785	10/19/2022	5.00	125751
640-47000-00302	Consultants	DELANEY CONSULTING LLC	LIQ.STORE BUS.	1734	11/09/2022	7,000.00	125900
640-47000-00321	SERVICE	POPP TELECOM	SERVICE	OCT152022	11/02/2022	100.00	125839
640-47000-00340	ADVERTISING	SAVEON	POSTCARD MAILER	2022-407866	11/02/2022	4,520.83	125845
640-47000-00340	ADVERTISING	UPS STORE	BE PINK POSTER	10112022BEPINK	10/19/2022	64.52	125742
640-47000-00341	MUNI EVENT	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	594.98	125691
640-47000-00381	SERVICE	XCEL ENERGY	SERVICE	OCT2022	11/02/2022	1,535.20	125876
640-47000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	OCT. 2022	11/09/2022	298.81	125892
640-47000-00384	STORE	REPUBLIC SERVICES	RESIDENTAL REFU	OCT. 2022	11/09/2022	150.00	125943
640-47000-00401	ALARM MONITORING	CONVERGINT TECHNOLOGIES	BAR & STORE ANN	00032799	11/09/2022	438.37	125895
640-47000-00401	REPAIRS/MAINT BUILDINGS	TEE JAY NORTH, INC	MUNI FRONT DOOR	45035	11/02/2022	1,071.00	125855
640-47000-00404	MUNI PROP	GRAINGER, INC.	PARTS	9500856498	11/09/2022	8.95	125910
640-47000-00404	MUNI PROP	GRAINGER, INC.	PARTS	9500891230	11/09/2022	54.14	125910
640-47000-00433	DUES, LICENSING & SEMINARS	BMI	OVERHEAD MUSIC	44793734	11/09/2022	195.50	125885
640-47000-00433	STORE TRAINING	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	240.00	125691
640-47000-00433	DUES, LICENSING & SEMINARS	MN DEPT.OF PUBLIC SAFET	BUYERS CARD FOR	6723-2023	11/02/2022	10.00	125823
640-47000-00433	OVERHEAD MUSIC	MOOD MEDIA	OVERHEAD MUSIC	57160995	11/02/2022	72.15	125825
640-47000-00497	STORE CC FEES	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	172.35	125691
640-47000-00497	CREDIT CARD FEES	OLD NATIONAL BANK	BANK FEES & CRE	OCT2022	10/31/2022	6,281.41	2167
640-47000-00601	DEBT SRV BOND PRINCIPAL	BOND TRUST SERVICES COR	SUPERIOR/LAKE &	74920	11/09/2022	72,500.00	125886
640-47000-00611	BOND INTEREST	BOND TRUST SERVICES COR	SUPERIOR/LAKE &	74920	11/09/2022	10,063.75	125886
Total Department 47000 off-sale						292,773.24	
Department: 48000 On-Sale							
640-48000-00140	UNEMPLOYMENT	MN UC FUND	UNEMPLOYMENT -	10102022	11/02/2022	947.79	125824
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP, FOOD	FOOD	360493	11/02/2022	68.50	125836
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP, FOOD	FOOD	352034	11/02/2022	251.82	125836
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	10483178	11/02/2022	124.36	125858
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	10485197	11/02/2022	149.63	125858
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	95.98	11/02/2022	95.98	125858
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	2932044	11/02/2022	222.73	125860
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	2929457	11/02/2022	808.76	125860
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	2937894	11/09/2022	208.52	125954
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	798548	11/02/2022	349.06	125861
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	797072	11/02/2022	774.34	125861
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	795437	10/19/2022	399.97	125740
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	800172	11/09/2022	202.75	125955
640-48000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	346344961	11/09/2022	639.00	125889
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP, FOOD	FOOD	369588	11/09/2022	65.94	125939

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Fund: 640 LIQUOR							
Department: 48000 On-Sale							
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP, FOOD		375285	11/09/2022	109.71	125939
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP, FOOD		369584	11/09/2022	219.97	125939
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP, FOOD		349929	11/02/2022	105.71	125836
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP, FOOD		360493	11/02/2022	202.28	125836
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP, FOOD		364221	11/02/2022	104.01	125836
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP, FOOD		355586	11/02/2022	39.91	125836
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP, FOOD		352034	11/02/2022	115.64	125836
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP, FOOD		355588	11/02/2022	56.73	125836
640-48000-00251	LIQUOR	PHILLIPS WINES & SPIRIT LIQUOR & WINE		6483037	11/02/2022	766.47	125837
640-48000-00251	LIQUOR	TRIO SUPPLY COMPANY KITCHEN & BAR S		798548	11/02/2022	126.42	125861
640-48000-00251	LIQUOR	TRIO SUPPLY COMPANY KITCHEN & BAR S		797072	11/02/2022	151.25	125861
640-48000-00251	LIQUOR	US FOODS FOOD		5265870	11/02/2022	69.32	125868
640-48000-00251	LIQUOR	US FOODS FOOD		4912597	11/02/2022	109.38	125868
640-48000-00252	WINE	BREAKTHRU BEVERAGE MN LIQUOR & WINE		346228141	11/02/2022	112.35	125767
640-48000-00252	WINE	BREAKTHRU BEVERAGE MN LIQUOR & WINE		346129271	11/02/2022	112.35	125767
640-48000-00252	WINE	BREAKTHRU BEVERAGE MN LIQUOR & WINE		346344961	11/09/2022	178.15	125889
640-48000-00252	WINE	WINE MERCHANT WINE		7399794	10/19/2022	702.50	125749
640-48000-00252	WINE	WINE MERCHANT WINE		7401669	11/02/2022	370.50	125873
640-48000-00252	WINE	WINE MERCHANT WINE		7400669	11/02/2022	1,244.20	125873
640-48000-00253	BEER RESALE	ARTISAN BEER COMPANY BEER		3566727	11/02/2022	364.00	125760
640-48000-00253	BEER RESALE	ARTISAN BEER COMPANY BEER		3566106	11/02/2022	580.00	125760
640-48000-00253	BEER	BREAKTHRU BEVERAGE BEER		346394376	11/09/2022	1,528.00	125888
640-48000-00253	BEER	BREAKTHRU BEVERAGE BEER		346394377	11/09/2022	145.00	125888
640-48000-00253	BEER	BREAKTHRU BEVERAGE BEER		346282778	11/02/2022	503.00	125766
640-48000-00253	BEER	BREAKTHRU BEVERAGE BEER		346086919	11/02/2022	588.00	125766
640-48000-00253	BEER	BREAKTHRU BEVERAGE BEER		346087120	11/02/2022	145.00	125766
640-48000-00253	BEER	CAPITOL BEVERAGE SALES BEER		2756653	11/02/2022	291.00	125769
640-48000-00253	BEER	CAPITOL BEVERAGE SALES BEER		2753806	11/02/2022	708.00	125769
640-48000-00253	BEER	DAHLHEIMER DISTRIBUTING BEER		1765127	11/02/2022	537.00	125778
640-48000-00253	BEER	DAHLHEIMER DISTRIBUTING BEER		1760419	11/02/2022	626.00	125778
640-48000-00253	BEER	DAHLHEIMER DISTRIBUTING BEER		1770371	11/02/2022	626.00	125778
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP, FOOD		375285	11/09/2022	355.20	125939
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP, FOOD		369584	11/09/2022	101.32	125939
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP, FOOD		349929	11/02/2022	51.09	125836
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP, FOOD		360493	11/02/2022	202.65	125836
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP, FOOD		355586	11/02/2022	29.35	125836
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP, FOOD		352034	11/02/2022	331.06	125836
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP, FOOD		355588	11/02/2022	154.43	125836
640-48000-00301	AUDITING AND ACCT G SERVICES	BOND TRUST SERVICES COR SUPERIOR/LAKE &		74920	11/09/2022	72,500.00	125886
640-48000-00321	SERVICE	POPP TELECOM SERVICE		OCT152022	11/02/2022	100.00	125839
640-48000-00341	MUNI EVENT	ELAN-CARDMEMBER SERVICE CITY WIDE EXP.		SEPT2022	10/19/2022	594.99	125691
640-48000-00341	GENERAL PROMOTIONS	KELLY, JENNIFER EVENT HELP		10012022	11/02/2022	112.00	125799
640-48000-00341	GENERAL PROMOTIONS	SHOEMAKER, SCOTT EVENT HELP		10012022	11/02/2022	112.00	125848
640-48000-00341	GENERAL PROMOTIONS	TRUAX, MICHAEL EVENT HELP		10012022	11/02/2022	112.00	125862
640-48000-00381	SERVICE	XCEL ENERGY SERVICE		OCT2022	11/02/2022	3,582.12	125876
640-48000-00383	SERVICE	CENTERPOINT ENERGY SERVICE		OCT.2022	11/09/2022	1,195.22	125892
640-48000-00384	BAR	REPUBLIC SERVICES RESIDENTIAL REFU		OCT.2022	11/09/2022	1,081.12	125943
640-48000-00401	REPAIRS/MAINT BUILDINGS	CONVERGINT TECHNOLOGIES BAR & STORE ANN		00032799	11/09/2022	438.38	125895
640-48000-00401	REPAIRS/MAINT BUILDINGS	SEATING CONSULTANTS, IN BOOTHS REUPHOLS		4454	11/09/2022	1,429.99	125947

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Fund: 640 LIQUOR							
Department: 48000 On-Sale							
640-48000-00401	REPAIRS/MAINT BUILDINGS	TEE JAY NORTH, INC	MUNI FRONT DOOR	45035	11/02/2022	1,071.00	125855
640-48000-00401	REPAIRS/MAINT BUILDINGS	TRUNORTH DRAIN SERVICES	DRAIN CLEANING	2605	11/02/2022	262.50	125864
640-48000-00404	MUNI PROP	GRAINGER, INC.	PARTS	9500891230	11/09/2022	54.14	125910
640-48000-00404	REPAIRS/MAINT - MACHIN/EQUIP	HARNELL REFRIGERATION	ELECTRICAL SHOR	3505	11/02/2022	170.00	125789
640-48000-00409	BLDG.MAINT.	MINNEHAHA BLDG.MAINT.IN	WINDOWS CLEANED	180215801	11/02/2022	80.64	125819
640-48000-00409	SERVICE	PLUNKETT'S PEST CONTROL	BAR SERVICE	7743950	11/02/2022	131.13	125838
640-48000-00409	BEER LINE SERVICE	T.D. ANDERSON INC.	BEER LINES CLEA	015972	11/02/2022	135.00	125854
640-48000-00409	BEER LINE SERVICE	T.D. ANDERSON INC.	BEER LINES CLEA	015986	11/09/2022	135.00	125952
640-48000-00415	SERVICE	DIRECTV	BAR SERVICE	050852385x221023	11/02/2022	325.96	125779
640-48000-00433	DUES, LICENSING & SEMINARS	AMERICAN SOCIETY OF COM	LICENSE FEE	500724620NOV2022	11/02/2022	22.50	125759
640-48000-00433	DUES, LICENSING & SEMINARS	BMI	OVERHEAD MUSIC	44793734	11/09/2022	195.50	125885
640-48000-00433	DUES, LICENSING & SEMINARS	MN DEPT.OF PUBLIC SAFET	BUYERS CARD FOR	6723-2023	11/02/2022	10.00	125823
640-48000-00433	OVERHEAD MUSIC	MOOD MEDIA	OVERHEAD MUSIC	57160995	11/02/2022	72.14	125825
640-48000-00497	CREDIT CARD FEES	AUTHNET	ON LINE PAYMENT	11022022BAR	11/03/2022	28.70	2162
640-48000-00497	BAR CC FEES	ELAN-CARDMEMBER SERVICE	CITY WIDE EXP.	SEPT2022	10/19/2022	181.76	125691
640-48000-00497	CREDIT CARD FEES	OLD NATIONAL BANK	BANK FEES & CRE	OCT2022	10/31/2022	9,199.81	2167
640-48000-00611	BOND INTEREST	BOND TRUST SERVICES COR	SUPERIOR/LAKE &	74920	11/09/2022	10,063.75	125886
Total Department 48000 On-Sale						121,469.45	
Department: 48500 Kitchen							
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIE	4135832519	11/02/2022	296.40	125773
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIE	4135141158	11/02/2022	254.96	125773
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIE	5129677633	11/02/2022	155.59	125773
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIE	4134455670	11/02/2022	264.96	125773
640-48500-00210	SUPPLIES	CULLIGAN-METRO	SUPPLIES	1552460	11/09/2022	247.58	125898
640-48500-00210	OPERATING SUPPLIES (GENERAL)	KATOM RESTAURANT SUPPLY	KITCHEN SUPPLIE	14231111	11/09/2022	487.32	125919
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		369588	11/09/2022	58.91	125939
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		375285	11/09/2022	57.80	125939
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		349929	11/02/2022	195.70	125836
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		360493	11/02/2022	114.67	125836
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		355586	11/02/2022	78.42	125836
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		355588	11/02/2022	116.71	125836
640-48500-00210	KITCHEN SUPPLIES	SUNBURST CHEMICALS, INC	SUPPLIES	0516373	11/09/2022	1,486.10	125951
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	2932044	11/02/2022	186.71	125860
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	2929457	11/02/2022	200.57	125860
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	2937894	11/09/2022	164.21	125954
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	793984	11/02/2022	(44.98)	125861
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	798548	11/02/2022	634.26	125861
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	797072	11/02/2022	1,244.53	125861
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	795437	10/19/2022	555.78	125740
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	800172	11/09/2022	657.05	125955
640-48500-00210	KITCHEN SUPPLIES	US FOODS	FOOD	5265870	11/02/2022	34.69	125868
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIE	4135141158	11/02/2022	41.44	125773
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIE	4134455670	11/02/2022	31.44	125773
640-48500-00255	FOODIngredients For Resale	AMERICAN FISH & SEAFOOD	FOOD	190118	11/02/2022	530.50	125757
640-48500-00255	FOOD	AMERICAN FISH & SEAFOOD	FOOD	189541	11/02/2022	530.50	125757
640-48500-00255	FOODINGREDIENTS FOR RESALE	BILL'S IMPORTED FOODS	FOOD	135851	11/02/2022	577.65	125763
640-48500-00255	FOODINGREDIENTS FOR RESALE	BILL'S IMPORTED FOODS	FOOD	136845	11/02/2022	345.05	125763
640-48500-00255	FOOD	KARLSBURGER FOODS, INC.	FOOD	009009481	11/02/2022	416.60	125798
640-48500-00255	FOOD	KARLSBURGER FOODS, INC.	FOOD	009010595	11/09/2022	246.45	125918

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Fund: 640 LIQUOR							
Department: 48500 Kitchen							
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	440262	11/02/2022	197.97	125809
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	43390	11/02/2022	239.74	125809
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	439815	11/02/2022	197.97	125809
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	439680	11/02/2022	218.85	125809
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	440095	11/02/2022	197.97	125809
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	440525	11/09/2022	197.97	125924
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	369588	11/09/2022	4,089.13	125939
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	374694	11/09/2022	173.34	125939
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	375285	11/09/2022	5,319.91	125939
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	375744	11/09/2022	67.60	125939
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	369584	11/09/2022	4,211.58	125939
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	349929	11/02/2022	3,811.04	125836
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	364018	11/02/2022	78.12	125836
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	360493	11/02/2022	4,414.34	125836
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	364221	11/02/2022	3,757.73	125836
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	355586	11/02/2022	3,900.84	125836
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	352034	11/02/2022	4,331.30	125836
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	355588	11/02/2022	5,714.14	125836
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	357835	11/02/2022	(171.56)	125836
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	341951	11/02/2022	(239.52)	125836
640-48500-00255	FOOD	US FOODS	FOOD	5084766	11/02/2022	899.93	125868
640-48500-00255	FOOD	US FOODS	FOOD	015551	11/02/2022	53.35	125868
640-48500-00255	FOOD	US FOODS	FOOD	741969	11/02/2022	31.82	125868
640-48500-00255	FOOD	US FOODS	FOOD	5265870	11/02/2022	1,363.97	125868
640-48500-00255	FOOD	US FOODS	FOOD	4912597	11/02/2022	1,247.65	125868
640-48500-00255	FOOD	US FOODS	FOOD	4215725	11/02/2022	1,296.85	125868
640-48500-00255	FOOD	US FOODS	FOOD	5015551	11/02/2022	53.35	125868
640-48500-00255	FOOD	US FOODS	FOOD	5433390	11/09/2022	1,318.93	125959
640-48500-00415	KNIFE EXCHANGE	COZZINI BROS., INC.	KNIFE EXCHANGE	C11923108	11/02/2022	54.30	125777
640-48500-00415	KNIFE EXCHANGE	COZZINI BROS., INC.	KNIFE EXCHANGE	C12008645	11/09/2022	54.30	125896
Total Department 48500 Kitchen						57,250.48	
Total Fund 640 LIQUOR						480,493.17	
Fund: 650 SOLID WASTE							
Department: 00000 ALL DEPARTMENTS							
650-00000-20818	COUNTY REFUSE TAX	HENNEPIN COUNTY PUBLIC	REFUSE TAX 15.5	OCT2022	11/02/2022	2,928.91	125792
Total Department 00000 ALL DEPARTMENTS						2,928.91	
Department: 47500 Garbage							
650-47500-00384	LABOR	REPUBLIC SERVICES	RESIDENTAL REFU	OCT.2022	11/09/2022	13,735.97	125943
650-47500-00384	STICKERS	REPUBLIC SERVICES	RESIDENTAL REFU	OCT.2022	11/09/2022	13.00	125943
650-47500-00386	DISPOSAL	REPUBLIC SERVICES	RESIDENTAL REFU	OCT.2022	11/09/2022	4,828.56	125943
Total Department 47500 Garbage						18,577.53	
Department: 47600 Recycling							
650-47600-00309	RECYCLING	REPUBLIC SERVICES	RESIDENTAL REFU	OCT.2022	11/09/2022	4,114.32	125943
Total Department 47600 Recycling						4,114.32	
Department: 47800 Organics							
650-47800-00384	ORGANICS	REPUBLIC SERVICES	RESIDENTAL REFU	OCT.2022	11/09/2022	6,861.54	125943

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Fund: 650 SOLID WASTE							
Department: 47800 Organics							
650-47800-00386	ORGANICS DISPOSAL	REPUBLIC SERVICES	RESIDENTIAL REFU	OCT.2022	11/09/2022	82.12	125943
Total Department 47800 Organics						6,943.66	
Total Fund 650 SOLID WASTE						32,564.42	
Fund: 670 STORMWATER							
Department: 49100 Capital							
670-49100-00499	CENTRAL AVE TO NATURE CENTER - LE BEST & FLANAGAN		MARSHVIEW TOWNH	576114MARSHVIEW	11/09/2022	2,035.00	125884
Total Department 49100 Capital						2,035.00	
Total Fund 670 STORMWATER						2,035.00	
Fund: 802 ESCROW PROJECTS							
Department: 00000 ALL DEPARTMENTS							
802-00000-20366	163 WAYZATA BLVD - MOMENTS OF	BEST & FLANAGAN	163 WAYZATA BLV	576114163WAYZATA	11/09/2022	2,275.00	125884
802-00000-20366	163 WAYZATA BLVD - MOMENTS OF	WSB & ASSOCIATES	163 WAYZATA BLV	R-018603-000-10 163	11/09/2022	215.00	125970
802-00000-20379	201 LAKE ST - ZITZLOFF	BEST & FLANAGAN	201 LAKE	576114201LAKE	11/09/2022	1,650.00	125884
802-00000-20379	201 LAKE ST - ZITZLOFF	WSB & ASSOCIATES	201 LAKE	R-018603-00-10 201L	11/09/2022	2,227.75	125970
802-00000-20876	200 LAKE - TCF LAKE WEST DEV.	BEST & FLANAGAN	200 LAKE	576114200LAKE	11/09/2022	110.00	125884
802-00000-20876	200 LAKE - TCF LAKE WEST DEV.	WSB & ASSOCIATES	200 LAKE	R-018603-000-10 200	11/09/2022	1,806.00	125970
802-00000-20899	DISH WIRELESS - CELL TOWER	SHORT ELLIOTT HENDRICKS	DISH - PERMIT R	435188	11/02/2022	699.18	125849
802-00000-20906	341 RAMSEY RD -BLAKE RESIDENCE	BEST & FLANAGAN	341 RAMSEY RD	576114341RAMSEY	11/09/2022	1,320.00	125884
Total Department 00000 ALL DEPARTMENTS						10,302.93	
Total Fund 802 ESCROW PROJECTS						10,302.93	

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--- TOTALS BY FUND ---							
		101	GENERAL FUND			364,245.00	
		233	LAKEFRONT IMPROVE			6,979.09	
		235	CABLE TV			2,725.32	
		237	FIRE DEPT PULL TABS			13,100.00	
		310	SUPERIOR/LAKE REALIGNMENT			170,000.00	
		311	STREET BONDS			31,136.25	
		315	BIG WOODS			200,925.00	
		401	DOWNTOWN PARKING			31.57	
		404	PARK AND TRAIL CIP			899.39	
		408	GENERAL CIP			30,979.87	
		409	EQUIP REVOLVING			3,843.93	
		430	STREET CIP			4,834.25	
		610	WATER FUND			326,885.47	
		620	SEWER FUND			45,942.42	
		630	MOTOR VEHICLE			2,292,428.32	
		640	LIQUOR			480,493.17	
		650	SOLID WASTE			32,564.42	
		670	STORMWATER			2,035.00	
		802	ESCROW PROJECTS			10,302.93	
		Total For All Funds:				4,020,351.40	



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 8.c
TITLE: Receipt of Police Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Emily Marker, Police Records Supervisor	
REVIEWED BY: Jeffrey Dahl, City Manager, Marc Schultz, Police Chief	

ACTION REQUESTED:

The attached activity report from October 2022 is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Activity Report October 2022



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—OCTOBER 2022

Theft of Vehicle

Reported: 10-30-2022 1905

Report of a stolen vehicle. Vehicle recovered in Minneapolis before entered into NCIC as stolen.
Investigation ongoing.

Addresses Involved

400 block of Hillside Drive, Wayzata, MN 55391

Warrant

Reported: 10-29-2022 2017

34-year-old female from Fridley arrested on an outstanding warrant. Female also cited for driving after revocation.

Addresses Involved

Hwy 12 & Co Rd 15, Wayzata, MN 55391

Names Involved

(Arrested) Hudson, Tayana Marshay (Age: 34)

Burglary-Residential

Reported: 10-27-2022 1749

Report of a burglary from a storage unit in an apartment complex. Bicycle stolen. Loss of around \$5,000. Bicycle not entered into NCIC at this time.

Addresses Involved

400 block of Rice St, Wayzata, MN 55391

Damage to Property - Criminal

Reported: 10-21-2022 0948

Report of a damage to property. Vehicle damaged. Unknown total loss at this time.

Addresses Involved

Bushaway Rd & Locust Hills Trl, Wayzata, MN 55391

Damage to Property - Criminal

Reported: 10-20-2022 1521

Report of damage to property. Wall damaged. Unknown loss at this time.

Addresses Involved

Wayzata Blvd E & Crosby Rd, Wayzata, MN 55391

Controlled Substance

Reported: 10-17-2022 1812

52-year-old male from Crystal arrested for controlled substance.

Addresses Involved

Co Rd 15 & Hwy 12, Wayzata, MN 55391

Names Involved

(Arrested) Dingmann, Jeffrey Allen (Age: 52)

DWI

Reported: 10-15-2022 1318

30-year-old female from Plymouth arrested for a DWI. Tested .33.

Addresses Involved

100 block of Circle A Drive S, Wayzata, MN 55391

Names Involved

(Arrested) Kellogg, Dana Marie (Age: 30)



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—OCTOBER 2022

Theft from Vehicle

Reported: 10-15-2022 1102

Report of a theft from vehicle. Catalytic converter stolen. Loss of around \$4,100.

Addresses Involved

800 block of Rice St, Wayzata, MN 55391

DWI

Reported: 10-15-2022 0050

51-year-old male from Plymouth arrested for DWI. Tested .13.

Addresses Involved

Hwy 12 & Wayzata Blvd E, Wayzata, MN 55391

Names Involved

(Arrested) Benson, Kassius Orlando (Age: 51)

Theft

Reported: 10-11-2022 1956

Report of a theft from building and financial transaction card fraud. Total loss of around \$4,445.

Addresses Involved

600 block of Lake St, Wayzata, MN 55391

Theft

Reported: 10-08-2022 1818

Report of a shoplifting. Loss of around \$300.

Addresses Involved

1000 block of Wayzata Blvd E, Wayzata, MN 55391

Damage to Property - Criminal

Reported: 10-08-2022 0001

Report of a damage to property. Vehicle damaged. Possible suspects identified.

Addresses Involved

Hwy 12 & Co Rd 15, Wayzata, MN 55391

Damage to Property - Criminal

Reported: 10-07-2022 1746

Report of damage to property. Loss is less than \$500.

Addresses Involved

300 block of Park St, Wayzata, MN 55391

Theft from Vehicle

Reported: 10-07-2022 0820

Report of a theft from vehicle. Firearms stolen and entered into NCIC. Loss of around \$17,600.

Addresses Involved

300 block of Ferndale Rd W, Wayzata, MN 55391

DWI

Reported: 10-05-2022 2345

29-year-old female from Mound arrested for DWI and controlled substance. Tested .20.

Addresses Involved

Co Rd 15 & Hillside Drive, Wayzata, MN 55391

Names Involved

(Arrested) Olson, Alissa Mae (Age: 29)



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—OCTOBER 2022

Theft

Reported: 10-05-2022 1817

Report of a theft. Flowers stolen. Loss of around \$7.00.

Addresses Involved

500 block of Wayzata Blvd E, Wayzata, MN 55391

Theft From Auto

Reported: 10-05-2022 0905

Report of a theft from vehicle. Backpack containing wallet and phone stolen. Loss of around \$1,340. Phone entered into NCIC as stolen.

Addresses Involved

1400 block of La Salle St, Wayzata, MN 55391

Crime Against Gov

Reported: 10-05-2022 0100

23-year-old male from Wayzata arrested for attempt to escape motor vehicle tax.

Addresses Involved

1100 block of Wayzata Blvd E, Wayzata, MN 55391

Names Involved

(Arrested) Graham, Dylan Blackwell (Age: 23)

Warrant

Reported: 10-04-2022 0633

24-year-old male from Wayzata arrested on an outstanding warrant. Male transported to the Hennepin County Jail.

Addresses Involved

100 block of Grand Ave, Wayzata, MN 55391

Names Involved

(Arrested) Banto, Jerry Reeves (Age: 24)

Damage to Property - Criminal

Reported: 10-03-2022 1134

Report of a damage to property. Total loss unknown at this time. Suspect identified.

Addresses Involved

200 block of Central Ave, Wayzata, MN 55391

Theft from Vehicle

Reported: 10-03-2022 1103

Report of a theft from vehicle. License plate entered into NCIC as stolen.

Addresses Involved

100 block of Circle A Drive S, Wayzata, MN 55391



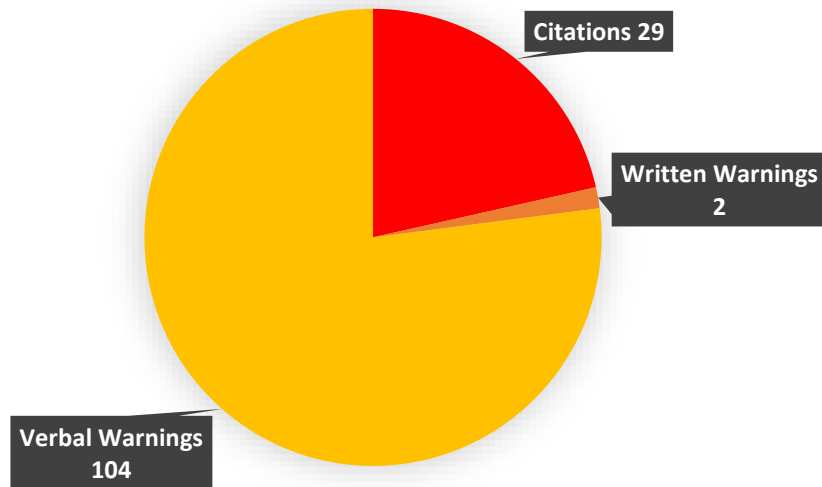
WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—OCTOBER 2022

Traffic Stats October 2022



Non-Criminal Activity	October 2022
MISSING PERSON	1
MISSING ANIMAL	2
MISSING/LOST PROPERTY	2
FOUND PROPERTY	5
ABANDONED VEHICLE	1
RECOVERED STOLEN PROPERTY	1
PDMV	8
H & R PDMV	3
PDMV & DEER	3
PDMV & OTHER ANIMAL	1
OTHER FIRE/SMOKE	2
FIRE ALARM	7
HAZ ROAD CONDITION	8
SUDDEN DEATH	1
OTHER MEDICAL	45
MEDICAL ALARM	1
72 HOUR HOLD/EMERGENCY ADMISSION	2
WELFARE CHECK - ADULT	16
MENTAL HEALTH ISSUE	4



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—OCTOBER 2022

INFO REC'D	23
VERBAL DOMESTIC	4
CIVIL MATTER	3
TRESPASSING WARNING GIVEN	4
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	16
SUSPICION	22
FIREWORKS COMPL / WARN	1
MISC. JUVENILE PROBLEM	1
DRIVING/TRAFFIC COMPLAINT	22
PARKING COMPL	5
HOUSE/BUSINESS CHECKS	8
RECORD CHECKS	14
OTHER PERMITS	1
FIREARM PERMIT	4
HC SHERIFFS PERMIT TO CARRY	4
PARKING PERMIT	2
ANIMAL VIOLATION - Citation	2
ANIMAL COMPLAINT/CHECK	23
DISPATCH ANIMAL	2
DOG LICENSE ISSUED	1
PATROL REQUEST	2
ADULT PROTECTION ASSIST	3
MOTORIST ASSIST/STALL	6
UTILITY PROBLEM	6
PUBLIC ASSIST	42
LOCKOUT	4
BUSINESS ALARM	10
CO2 ALARM	2
HOME ALARM	12
911 HANG-UP	1
ASSIST OTHER DEPT	22
WARRANT/ATTEMPT/ARREST	4
TRAFFIC CONTROL / DIRECT ENFORCEMENT	7



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—OCTOBER 2022

Criminal Activity	October 2022
ASLT 5-MS-INFLICT BD HRM-HANDS-ASLT-AC	1
DOM ASLT-MS-INFLT BODILY HARM-NO WEAPON-CD-FAM	1
DOM ASLT-MS-FEAR BODILY HARM-NO WEAPON-AD-FAM	1
BURG 3-UNOCC NRES FRC-D-UNK WEAP-COM THEFT	1
DRUGS-SM AMT IN MOT VEH-POSS-MARIJ-UNK	2
DRUGS-DRUG PARAPH-POSSESS-UNK-UNK	1
CON SUB 5-POSSESS-AMPHET-UNK	1
CON SUB 5-POSS-ANALOG-UNKNOWN	1
TRAF-AC-FE-1ST DEG DWI-UI ALCOHOL-MV	1
TRAF-AC-FE-1ST DEG DWI-10 OR MORE WIN 2 HRS-MV	1
TRAF-AC-FE-1ST DEG DWI-08 OR MORE -MV	1
TRAF-AC-GM-2ND DEG DWI-UI ALCOHOL-MV	1
TRAF-AC-GM-2ND DEG DWI-10 OR MORE WIN 2 HRS-MV	1
TRAF-ACC-M-4TH DEG DWI-UI ALCOHOL-MV	1
TRAF-ACC-MS-4TH DEG DWI-08 OR MORE -MV	1
CSC 5-NO CONSENT CONTA-STRANGER-UNK AGE-F	1
LIQUOR-UNDERAGE CONSUMPTION 18-21	1
HEALTH-SAFETY-DRUGS-OTHER	1
DISTURB PEACE-MS-DISORDERLY CONDUCT	3
MS-VIOL ORDER FOR PROTECTION	4
PROP DAMAGE-UNK LVL-PRIVATE-UNK INTENT	3
PROP DAMAGE-UNK LVL-PUBLIC-UNK INTENT	1
PROP DAMAGE-MS-PRIVATE-UNK INTENT	1
PROP DAMAGE-MS-PUBLIC-UNK INTENT	2
THEFT-OVER 5000 DLRS FE-MTR VEH-FIRARMS	1
THEFT-1001-5000 DLRS FE-MTR VEHICLE-OTH PROP	1
THEFT-500 OR LESS MS-BLDG-MONEY	1
THEFT-500 OR LESS MS-OTHER-OTH PROP	1
FRAUD-FE-FIN-TRAN-CARD-NO-CONSENT-250-LESS	1
FRAUD-FE-MAIL THEFT-UNKNOWN NA	1
THEFT-MS-SHOPLIFTING-251-500	1
VEH-MORE 2500-FE-MOT VEH USE-NO CONSENT-AUTO	1
VEH-MORE 2500-FE-PARTS-MOTOR VEH-AUTO	1
VEH-250 LESSMS-PARTS-MOTOR VEH-AUTO	1
CRIM AGNST GOVN-GM-ESCAPE TAX-MTR VEH	1



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 8.d
TITLE: Receipt of Building Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Megan McCrady, Permit Technician	
REVIEWED BY: Jeffrey Dahl, City Manager, Jason Wagner, Building Official, Emily Goellner, Community Development Director	

ACTION REQUESTED:

The attached September 2022 Building Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. 2021-2022 Building report October

2022

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	2022-YTD
BUILDING											
NUMBER OF BLDG. PERMITS	11	13	13	25	18	20	14	19	10	13	156
PROJECT VALUE	\$274,537.00	\$2,215,807.00	\$3,170,300.00	\$3,857,297.00	\$1,074,087.00	\$2,574,024.00	\$1,437,395.00	\$9,945,975.00	\$931,886.00	\$1,232,406.00	26,713,714
BUILDING PERMIT FEE	\$3,473.25	\$17,644.00	\$20,130.75	\$29,083.50	\$10,598.25	\$20,282.00	\$11,205.50	\$52,693.00	\$7,612.75	\$11,232.75	183,956
PLAN CHECK FEE	\$1,361.10	\$8,813.79	\$12,067.09	\$16,746.39	\$3,777.96	\$12,760.40	\$6,464.91	\$33,137.81	\$4,900.35	\$4,276.84	104,307
EXTERIOR											
NUMBER OF PERMITS	1	1	5	2	3	6	5	2	5	9	39
PROJECT VALUE	\$5,229.00	\$14,628.00	\$284,196.00	\$26,253.00	\$18,429.00	\$180,276.00	\$107,656.00	\$25,000.00	\$111,397.00	\$600,000.00	1,373,064
PERMIT FEE	\$ 132.75	\$ 265.50	\$ 3,213.50	\$ 486.75	\$ 409.75	\$ 2,461.00	\$ 1,692.75	\$ 457.25	\$ 1,738.00	\$ 3,956.75	14,814
MECHANICAL											
NUMBER OF PERMITS	14	16	15	14	16	22	20	13	13	7	150
PROJECT VALUE	102,007.00	185,869.00	210,202.00	345,826.00	103,237.00	701,935.00	205,541.00	395,484.00	310,164.00	62,495.00	2,622,760
PERMIT FEE	2,081.64	3,652.36	4,189.04	6,573.92	2,088.74	12,378.70	4,091.15	7,222.26	5,770.20	1,256.40	49,304
PLUMBING											
NUMBER OF PERMITS	8	13	7	17	13	8	18	19	8	10	121
PROJECT VALUE	\$38,518.00	\$123,914.00	\$72,000.00	\$184,794.00	\$74,664.00	\$106,879.00	\$130,800.00	\$170,000.00	\$73,211.00	\$273.99	975,054
PERMIT FEE	\$796.36	\$2,478.28	\$1,466.00	\$3,732.88	\$1,513.38	\$2,035.52	\$2,644.56	\$3,412.00	\$1,464.22	\$5,145.70	24,689
TOTAL # OF PERMITS	34	43	40	58	50	56	57	53	36	39	466
TOTAL INCOME	\$7,845.10	\$32,853.93	\$41,066.38	\$56,623.44	\$18,388.08	\$49,917.62	\$26,098.87	\$96,922.32	\$21,485.52	\$25,868.44	\$377,069.70

INSPECTIONS											
BUILDING	30	66	35	42	53	61	57	51	78	43	516
EXTERIOR	2	0	1	2	1	4	1	3	2	4	20
HVAC	29	45	42	22	45	39	35	27	27	15	326
PLUMBING	17	20	23	30	24	27	24	35	23	17	240
OTHER											
TOTAL # OF INSPECTIONS	78	131	101	96	123	131	117	116	130	79	1102
RENTAL											
INSPECTIONS	6	37	78	37	12	0	6	3	1	0	180

2021

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	21-Oct	2021-YTD
BUILDING											
NUMBER OF BLDG. PERMITS	9	11	15	19	14	25	13	17	15	21	159
PROJECT VALUE	\$1,337,913.00	\$964,800.00	\$11,351,717.00	\$3,192,683.00	\$1,319,900.00	\$3,213,389.00	\$2,916,093.00	\$10,116,408.00	\$3,394,485.00	\$5,245,655.00	\$43,053,043.00
BUILDING PERMIT FEE	\$8,620.50	\$8,848.75	\$52,593.00	\$20,794.00	\$11,009.50	\$24,041.75	\$16,897.00	\$52,016.75	\$21,826.00	\$30,855.75	\$247,503.00
PLAN CHECK FEE	\$5,212.19	\$4,813.59	\$32,909.77	\$12,058.53	\$4,967.66	\$13,645.26	\$10,777.91	\$32,819.70	\$13,211.91	\$18,758.12	\$149,174.64
EXTERIOR											
NUMBER OF PERMITS	1	3	4	18	5	4	8	3	9	4	59
PROJECT VALUE	\$3,895.00	\$51,483.00	\$552,700.00	\$287,513.00	\$66,856.00	\$89,428.00	\$307,641.00	\$83,664.91	\$198,783.00	\$47,939.00	\$1,689,902.91
PERMIT FEE	\$ 103.25	\$ 898.50	\$ 4,483.50	\$ 4,801.75	\$ 1,239.00	\$ 1,383.75	\$ 3,651.25	\$ 1,185.00	\$ 3,057.00	\$ 914.50	\$21,717.50
MECHANICAL											
NUMBER OF PERMITS	12	8	15	11	13	19	25	13	18	19	153
PROJECT VALUE	206,482.00	242,992.00	142,301.00	903,172.00	195,951.00	503,265.00	570,670.00	104,387.00	522,112.82	610,891.00	\$4,002,223.82
PERMIT FEE	3,909.64	4,091.34	2,862.02	14,683.44	3,809.52	8,803.19	10,208.58	2,101.74	9,287.09	10,811.16	\$70,567.63
PLUMBING											
NUMBER OF PERMITS	9	11	14	6	8	11	7	11	22	11	110
PROJECT VALUE	\$359,103.00	\$408,302.49	\$76,193.00	\$211,505.00	\$44,592.00	\$178,367.00	\$133,841.00	\$90,100.00	\$357,309.00	\$202,007.00	\$2,061,319.49
PERMIT FEE	\$5,958.06	\$6,970.25	\$1,591.86	\$3,750.10	\$945.84	\$3,360.87	\$2,586.40	\$1,890.00	\$7,172.43	\$3,833.81	\$38,059.62
TOTAL # OF PERMITS	31	33	48	54	40	59	53	44	64	55	481
TOTAL INCOME	\$23,803.64	\$25,622.43	\$94,440.15	\$56,087.82	\$21,971.52	\$51,234.82	\$44,121.14	\$90,013.19	\$54,554.43	\$65,173.34	\$527,022.39

INSPECTIONS											
BUILDING	52	53	52	57	63	69	45	54	43	72	561
EXTERIOR	0	0	0	6	15	5	3	6	1	7	43
HVAC	33	16	28	28	33	27	29	28	25	28	275
PLUMBING	14	16	22	25	22	37	18	17	25	19	216
OTHER											
TOTAL # OF INSPECTIONS	99	85	102	116	133	138	95	105	94	126	1093
RENTAL											
INSPECTIONS	0	0	17	5	0	1	0	0	0	0	23



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 8.e
TITLE: Receipt of Wine and Spirits Assessment by Delaney Consulting	
PROPOSED MOTION: To acknowledge receipt of the Wine and Spirits Assessment Report by Delaney Consulting.	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends acknowledging receipt of the final report.

FINANCIAL OR BUDGET CONSIDERATION:

The City approved a Professional Services Agreement with Delaney Consulting to conduct the assessment for \$14,000, which was allocated in the 2022 CIP. This report will be used to further maximize efficiencies and profit at Wayzata Wine and Spirits for the benefit of the community.

BACKGROUND:

Earlier this year, the City Council approved a Professional Services Agreement with Delaney Consulting to provide for a Strategic and Marketing Assessment for Wine and Spirits Operations. The last time an assessment like this was completed was in 2015. The goal of the assessment was to analyze the operations and marketing in order to maximize the profitability and sustainability of the operations as the market and retail environment continues to evolve.

Over the past 4 months, staff, led by General Manager Kevin Castellano, along with Michael Bitzer of Delaney, have been analyzing financials and collecting data via a customer survey, market research, and speaking with employees. The last phase of this process, which occurred in late September, was to complete a SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats) with key stakeholders in order to finalize the assessment along with a strategic action plan.

The final assessment is attached and was recently presented by Mr. Bitzer at the Council's November 1st workshop. Next steps will be for the Council to officially take receipt of the report and then staff will be meeting internally to create a prioritized work plan for Council review that is based on the recommendations within the report.

ATTACHMENTS:

1. 2022 Final Report Delaney_Wayzata Wine Spirits

Final Report for Wayzata Wine & Spirits

October 20, 2022

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Executive Summary

The Wayzata Wines & Spirits (WWS) store is holding its own against significant headwinds in the market – including inflation, worker shortage and uneven supply chain issues. But to deliver and maximize its contributions to the city, several key actions need to happen soon so to increase transactions to pre-pandemic levels, staunch margin erosion, and drive incremental sales. Those specifics are detailed and defended throughout this report. But in our estimation the highest priority items that WWS can do are:

1. **Eliminate the current Savour Reward Program** and replace it with a mutually beneficial loyalty program to provide value to its members while driving more traffic and overall profitability.
2. **Define and refine the Wayzata Wine & Spirits brand** to create clarity and differentiation of your marketing, value propositions, sales channels, growth strategies, assortment, pricing, and channel execution. This includes, but is not limited to, defining your core customer, developing a brand promise and voice, defining your sales channels, and delivering a consistent and effective brand experience in all consumer touchpoints.
3. **Implement an integrated promotional planning capability** to activate all marketing and promotional resources to build new customer acquisition and improve current customer retention. Capitalize on the Wayzata Bar & Grill (WBG) traffic and its cross-sales opportunities to drive improvements across both entities.
4. **Build a disciplined and right sized business operating rhythm** that includes objectives, clear roles and responsibilities, effective tools process around measuring and forecasting business plans and support Pull this forward into instore execution of merchandising and training

There are more changes we recommend throughout this report, but these are the highest priority and ought to develop within the next 6 months.

Survey Findings: Voice of Your Customer

In partnership with the City of Wayzata, Delaney Consulting facilitated a consumer survey that produced some meaningful insights that greatly factored into our recommendations and priorities.

We have provided the City of Wayzata a complimentary PowerPoint (Appendix A) that contains all data and highlights what we determined to be the most valuable insights. Further, we have provided the raw data for Wayzata's further usage (Appendix B).

Survey Objectives:

- Gain a voice of the customer (VOC) to ensure customer needs and insights are leading our recommendations
- Gain insights into WWS current customer behaviors, demographics, preferences, spending habits, etc.
- Validate some of WWS's current marketing tactics, promotional decisions, and customer experience

Survey Construct and Participation:

- Deployed from 8.1-9.15.2022
- Surveys solicited through City of Wayzata social media and email channels as well as at both muni operations
- 260: Surveys were started
- 168: Surveys were completed
- 106: Self-identified as Savour Rewards Members
- 52: Self-identified as having received promotional mailings from WWS

- 29: Total questions allowable depending upon self-identification variables
- 7.5%: Average margin of error*
 - *Important note that the respondents to this survey were less general population, and more existing customers and/or close to the WWS operations. As such, the results carry a higher natural bias than normal.

Survey Key Themes and Insights

Consumer Purchase Behaviors and Insights

- 63% of respondents last retail alcohol purchase was to “restock their favorites”
- 12% were looking for something new
- 9% were buying for a “special occasion”
- 7% were driven into store by a sale price, coupon, or other promotion
 - WWS needs to have a great assortment, awesome in stock position and be able to strongly recommend solutions. Prices need to be competitive but not the best.
- 40.5% are influenced by recommendations from store associates
- 36.5% value recommendations from bars and restaurants
- 30% are using at shelf and store merchandising to make decisions
 - Wayzata’s muni operations need to work together to increase their influence and meet these needs. Integration across the Bar and Grill will drive purchase behavior. Employees knowledge and customer service skills must translate into strong and tailored recommendations. There are numerous merchandising changes that can be made to be more impactful
- 8% of purchases are made only because of a sale price
- Only 1 in 4 will wait to “stock up” based upon price

Marketing/Operations

- **Savour Rewards**
 - 95% of those that identified WWS as their favorite, were also Savour Members - extremely high participation rate
 - 95% expect a program discount benefit
 - WWS best customers want additional benefits out of their rewards than just a discount, with was almost 2x than those that did not designate WWS as their favorite store
- **Marketing Effectiveness**
 - 2.5% knew what was on sale before shopping at WWS
 - 73% of all shoppers would be more likely to shop WWS if they knew what was on sale
 - At >2:1, customers prefer single product price vs. BOGO promotions
 - 43% of customers preferred to be emailed about WWS promotions vs. 24.5% of those preferring the currently used tactic of direct mail
 - 51.5% gave WWS their email to use for promotions without any incentive to do so
 - 23.5% want to use social media to learn more about WWS promotions
 - >2:1 of consumers prefers a discount on a single item vs. a BOGO sale
 - 32% self-identified that they had received a WWS mailer in the past 12 months
 - 44% of those customers said it made them shop at the store
 -
- **Delivery**
 - 74% were not aware of delivery program
 - 2.5% used the delivery service
 - 4.75/5 satisfaction rate (4 total respondents)
 - 18.5% said they were likely to use the service now that they know it is available

WWS Competition:

- 34% of respondents identified WWS as their “favorite beer, wine, or liquor store”
 - This skus higher in the margin of error due to how the survey was administered and who responded.
- When not WWS, respondents identified these competitors as their favorite store:
 - Total Wine: 18.5%
 - Costco/Sam’s Club: 7.75%
 - Lakeside Liquor, Long Lake: 6.5%
 - Liquor Boy, STLP: 5.5%
- How you compete in the marketplace should largely be centered around more stores like WWS than not – other muni operations, Lakeside Liquor, Liquor Boy, etc. We do not believe it is in WWS’s best interest to compete with Total Wine and Clubs (on price) largely because you don’t have model to do so and your customer is significantly less price conscious.

Strengths, Weaknesses, Opportunities, and Threats

Delaney Consulting facilitated 3 separate SWOT exercises during this engagement and collected 12 different SWOTs from 8 city stakeholders and 4 WWS employees. These were compiled, prioritized, analyzed, and presented in a separate long form report (Appendix C).

During Delaney Consulting’s 2015 engagement we conducted another SWOT with a lot of similar themes. We have included that report in the appendix of documents.

In a SWOT, Strengths and Weaknesses are functions of internal realities within Wayzata’s business model while Opportunities and Threats are external realities.

Based on all our findings and this assessment process, we have prioritized the following SWOT themes:

Strengths	Weaknesses
1. City owned and operated/location— “Monopoly Business”, Specific location of the store 2. Store Team’s Customer Service 3. Assortment – Wine being largely viewed as the strength of the assortment	1. Marketing: No present marketing capability, just some tactics that may or may not work. 2. Pricing: Both perceived and real pricing 3. Employees: Acquisition and retention
Opportunities	Threats
1. Marketing: Do differently, with great intention, structure, and curiosity 2. Developing and implementing new ideas: Decision making, prioritizing, testing, measurement 3. Employee Training: Define and develop a training program that targets product/industry knowledge	1.City-managed retail: The city does not have retail expertise nor mature support functions. Not deemed as Threats: -Total Wine: Price and warehouse-level buying power. Different value props. -COGS increase: Economic, industry, consumer trends of costs increasing.

Summary of SWOT #1 Findings

Included in the Long Form SWOT Report (Appendix C) are commentaries for each of the top 3 results we identified as well as all submissions from participants. It will further reinforce the findings and recommendations throughout this Final Report. We strongly encourage all WWS stakeholders read and discuss that report thoroughly.

Below, we included only the number 1 commentaries as a matter of priority:

Strengths

1. City owned and operated/location— “Monopoly Business”, Specific location of the store:

WWS is capturing the benefits of a city-owned and operated liquor retail store that enables consistently positive and stable financial returns over a significant period. It is also notable that the store is more recently down in transaction counts and thus revenue. With the unique variables of the last few years, as well as the limited scope of this engagement, it is hard to fully account for all the reasons why.

There are common reasons why these similar types of business fail, but the city has been doing a great job leveraging WWS as a strong city asset that is profitable and delivering on its main purpose as a city asset: lowering the city’s tax burden to its citizens. There are a lot of strengths for the store and city to be proud of and leverage further to ensure its continued success.

Weaknesses

1. Marketing: No present marketing capability, just some tactics that may or may not work.

The city and WSS operations are not currently resourced or built to develop, plan, execute, verify, and evolve a marketing function to support its Muni marketing needs across both the WWS and WBG. This is not unusual for muni-operated businesses but there are ways to progressively solve for this capability gap. These submissions started to create a consistent to call to action to create a right-sized marketing capability and supporting rhythm to support it.

Further, it is Delaney Consulting’s opinion that marketing is the central and most important theme to your overall SWOT analysis. As such, we have detailed recommendations in our final report to help you make progress against these weaknesses.

Opportunities

1. Marketing: Do differently, with great intention, structure, and curiosity

This is the HOT SPOT of the WWS SWOT.

This is where the responses were the most significantly represented, most consistent and clear, and directly tied into all other SWOT quadrants. It’s really what you want to see because you can control this opportunity and can begin to methodically move it towards a strength.

I would summarize this by stating that WWS needs to approach their marketing functions with on-purpose processes with clear roles, responsibilities, and rhythms to support it that have specific outcomes and metrics. Recommendations are thoroughly presented in our Final Report to the City of Wayzata for this area.

Threats

1. City-managed retail: The city does not have retail expertise nor mature support functions

City governments conduct wildly different business than operating a retail liquor store. It's inherently hard and doesn't naturally fit into other standard city leadership and administrative functions. This is the most predominant and hardest theme to understand as a threat because there are elements of this that were also defined as a strength. – but it's a trend that some cities have been closing their municipal liquor stores. With the acceptance of and commitment to recommendations of enhancing your business rhythms, utilizing resources differently, and gaining some new processes and methods, this should get easier with time.

Marketing Assessment

Overview

Marketing invites customers to come to your site (store or website) and asks them to return again and again. Called *customer acquisition and retention*, marketing projects the image that you can always deliver. Marketing creates your brand promise that you will fulfill.

Marketing your brand requires a consistent image. Marketing brings your brand promise to life for your customers through your logo, colors, tagline, store environment, employee uniforms and advertising personality. That contrasts with *promotions* which are short-lived events to drive incremental sales.

Marketing supports the customer journey of:

Awareness > Trial > Loyalty > Evangelism

Customers must be aware of your store and where you are located (or your URL) to shop for the first time (trial.) They need to have a good experience several times to become a loyal shopper. They need to build a relationship with you to become an evangelist or supporter of your store. Marketing and promotions with a call to action move customers along this path.

In reviewing your current marketing, it is difficult to understand what your brand promise is to your customers. The tagline “since 1942” indicates that you have a history in Wayzata, but it doesn't give the customer much to emotionally connect with. Compare that to these brand promises:

- Walmart – Save money. Live better.
- Haskell's – The Wine People!
- Edina Liquor – Where profits get poured back into the community
- Fridley Liquor – Impeccable Service, Incredible Specials

There is work ahead for Wayzata to develop its differentiated brand promise and then bring that to life at every customer touchpoint. That work is not included within the scope of our Delaney Consulting assessment. But in our estimation, it is a key component to the #2 priority overall: Implementing an integrated promotional planning (IPP) capability.

As WW&S operates today, there is very little focus on using promotional activity to drive incremental sales and the efforts in this area are not valued by your customers. As proof:

Of the respondents to our customer survey:

- 92% said they do not wait to buy alcohol until it is on sale.
- 74% said they do not wait to stock up on alcohol until it is on sale.
- 73% said they would shop at WW&S more frequently if they knew what was on sale before shopping.

Of the respondents who have shopped at WW&S:

- 97% said they do not know what is on sale at WW&S before they shop there. Thus, we can presume that they did not have an external promotional price driving their visit to the store.
- Despite sending out direct mail pieces, 68% said they did not recall getting one in the past 12 months.

Thus, we can state that your customers today are not price driven, promotional/sale prices are not driving their purchases at your store, but they would possibly shop your store more frequently if your promotional messages reached them. This leads us to recommend that the entire promotional planning and execution process needs to change. We have supplied an exemplary IPP tool (Appendix D) to help with this as well as some recommendations later in this Final Report.

Savour Rewards:

Today, your Savour Rewards customers do not receive any of the customary promotional messages that drive incremental sales. This was previously identified in our 2015 Report. They do not get:

- Email blasts about exclusive sales or events
- Early notice of new items or limited releases
- Promotional messages about regular sales or special “members-only” sales
- Birthday, holiday or anniversary offers customized to them

But they do get 10% off at the cash register without any exchange of value – including a valid email address or mailing address. For all intents and purposes, your members get 10% off the purchases they would make anyway at your store – which is having an immediate effect on margin erosion. In order to relaunch an effective loyalty program where customers exchange their contact information and receive regular promotional messages to earn the ability to get discounts, your current program must end and a new one must begin.

We have reached out to the Loyalty service provider, Dailey Data, and they confirm that it would be nearly impossible to reverse your past behaviors and rewards with the current program. We suggest that you tactfully end the current Savour program and begin a new one entirely fresh.

To do that you will have to:

1. Work with the loyalty service provider to create a program that will meet your needs and manage with your current resources. More than store management should be involved. A city resource in marketing, communications, and reporting would be natural support members. Create a new program and agree to what you want to be able to do and how frequently you will use it so that it is implemented correctly.
2. Message to both employees and customers that the current program is ending. It is appropriate to retire it with a message that acknowledges that you have been proud of it and happy to have provided it to Wayzatans but that with today’s increased pressure on prices, a change will allow you to continue to operate without raising prices to the degree you would have to if the program continued. This can cause a stir amongst come current customers. But it will be short-lived, and you can replace it with a new, improved program.
3. We recommend that you investigate how to create a shared loyalty program across WWS and the Bar & Grill. If this is not feasible, then do the second-best thing which is to cross-promote across the platform.
4. Create the customer value proposition for your loyalty program. Here is what we would suggest:
 - a. Exclusive and early notice for sale events and new items. Not an *additional* sale event, but early notice.
 - b. \$5 off certificate on your birthday month
 - c. Free delivery on \$75 or \$50 (something below the \$100 threshold for the general public)

- d. Exclusive tasting events just for members – these should extend into the Bar & Grill. If you are pouring tastings in the store, can you also have 1.5 oz samples at the Bar with bounce back offers to make a purchase in the store?
 - e. Earn a discount –make the terms appropriate based on your financials. Do so at the store level on dollars spent, examples being: \$1 = 1 point, and 500 points gets you \$20 off.
 - f. Newsletter that highlights the month's sales, managers best buy and employee picks (see promotional planning template appendix XX)
 - g. If you can share loyalty data with the Bar & Grill, you can do cross programs –like “Buy a Dark & Stormy at the bar, get \$2 off a pack of ginger beer in the store.”
5. Once you have the basic program set up, you can test additional loyalty levers to see if you can drive incremental sales.

If you will follow this advice, your cost for your loyalty program will reduce and your overall margin and revenue will increase. Customers will have to earn their discounts. It will help you better understand your customers and what drives their behavior. Which means you can make better decisions, faster; while more accurately predicting how to jump start sales when needed.

Social Media:

WW&S is not using social media to build relationships with its followers as your competition does.

Retailer	Wayzata Wine & Spirits	Total Wine - Minnetonka	Hy-Vee Plymouth	MGM Minnetonka	Haskell's Minnetonka
FB Followers	620	263	3000	19000	8,575
FB Posts, last 90 days	5 (4 survey)	90	608	86	51
IG Followers	73	561	357	1,243	971
IG Posts (total)	5	317	5,524	947	552

The above snapshot was taken on 10.1.2022 and shows how under engaged WWS is on social media compared to the competitors you requested we look at. This was similar to what we found and presented in our 2015 Final Report. More comparisons and detail are available in the Competitive Assessment section of this report as well as in the appendix documents. Further, we included links to other retailers outside of this set that are more like WWS and can be used as to find examples of great social media programs.

There are a few of ways that social media is effective.

- 1) It helps you build a relationship with customers. When you feel like all you do is send sales messages, social media allows you to talk about your brand in a much broader way. You can talk about the charities you support, the new person you hired (and why!), the things in the city of Wayzata you like the most, and also – some sales info. Importantly, it keeps you top of mind for your followers who see your messages in their feed regularly and will more naturally think of you whenever they want to buy beer, wines, or spirits. But it is a 2-way street, and you MUST engage positively with followers who are liking and commenting. This is a natural task to delegate to a city communications resource.
- 2) It has immediacy. Your message is in real time, and you can drive sales with a disciplined approach to a “daily deal.” Only do it once a month. Make it a HOT deal. Make it for a day of the month that you would not normally have a lot of traffic. Make it worth stopping in. You can train your customers to look for that daily deal and then create more shopping visits. More shopping visits will naturally lead to more sales. It takes a few months to build this, but it is an effective tactic to reward your audience while building sales.

- 3) Use a template and scheduling tools to complete your social media content a month in advance. See the template in Appendix D to see how to easily create a 2x/week schedule. Throw in news about schools, holidays, city issues and you can easily have something to say 3 x/week or more. Use city communications resources to create the content.

Marketing and promotional planning must be a part of your regular store operations activity. To the degree that the city takes on responsibility for supporting the management and giving them resources and time to do this activity, they can be unleashed to drive their business. To do it well, there must be time to plan and integrate all the levers both inside and outside the store. A manager cannot operate a store and drive the business without support.

Our new SOW proposal can position Delaney Consulting to help set up the processes and run the early rounds of an integrated promotional planning capability to ensure that you get off on the right foot and you can sustain the gains.

WWS Current State Marketing Assessment:

Delaney Consulting reviewed WWS's current marketing program which included: assessing budgets, process, tools, promotional tactics, marketing channels, roles, and responsibilities, and outcomes. Through this we discovered a need to evolve the WSS marketing practices into a more formalized marketing capability. This was validated through the customer survey, SWOT exercise, competitive analysis, financial reporting, and discussions with City Stakeholders.

- **Marketing Budget and Measurement:**

- WWS is budgeted a flat dollar amount for all marketing activities; for 2021 this was \$15,000 and will increase in 2022 to \$20,000. This is identified as “advertising” in their budget documents.
 - Common retail budgeting and accounting practices for marketing calls for a percentage of revenue to be reinvested into the business in the range of 2-5%. This allows for consistent budgeting and will scale with revenue as needed. Using this practice, WWS's marketing is underfunded by \$50,000 on the lowest end of a 2% budget based upon \$3,5000,000 in annual revenue.
 - It's important to note it is that the marketing spend likely higher than accounted for in the financials we reviewed and the activities we identified.
- Promotions are budgeted for \$44,0000 for both 2022 and 2023.
 - It is our understanding that this budget is ONLY for Savour Rewards point redemption.
 - This budget needs to account for all promotions the store runs.
- Promotions and marketing activities are currently not being effectively budgeted for, and then inconsistently measured and monitored, to ensure they are hitting their intended ROI and objectives. As such, it is very difficult to tell the effectiveness of WWS's marketing and promotional spend. But we can confidently state that the promotional margin erosion for the store is very significant. With these recommendations you will reclaim meaningful profit that you are basically giving away.
- This supports the need to normalize accounting practices. Neither of these budgets are fully loaded to account for all activities and expenditures and need to be trued up to ensure that marketing can be accurately accounted for in both cost and benefits.

- **Marketing Activities:**

- WWS single biggest marketing vehicle and budgetary spend is in their Direct Mailer program which according to feedback accounts for almost all of their \$15,000 2022 budget.
- Based upon the customer survey, the Direct Mailer Program needs to be thoroughly reviewed to determine its effectiveness and ultimately if or how it continues as a standard practice.
- Current marketing does not include the channels needed to reach your customers and that will take further investment of both time and resources. The most meaningful of which will be the development of the new rewards program as well as both social media and website capabilities.

- **Promotional Program:**

- It is our belief, based upon competitive comparisons, financial analysis, and the customer survey that WWS is significantly overspending in this area.
- Active and ongoing promotions currently include:
 - 10% Wine and Spirits with Savour Rewards
 - 2.5% Savour Rewards point value
 - 20% off wine case discount (any 12 bottles)
 - \$5 off a \$20+ bottle of wine with a WBG Pizza to go order
 - Free Delivery (\$100 min purchase)
 - Free tote with 6 bottles of wine
 - BOGO Wine sales (ongoing)
 - %/\$s off Wine and spirits
 - No promotions on Beer
- WWS would benefit from a through promotional impact study to more fully understand the financial impact to their promotional decisions.

Integrated Promotional Planning (IPP) Capability

As previously stated in this report, this is one the biggest gaps we discovered, and we believe that bridging it will answer for many of the insights related to marketing opportunities.

An IPP capability has a calendarized tool at its center. As such, we mocked up a simple one for your consideration and recommend that you look at it while reading this section, Appendix D: Integrated Promotional Planning Calendar. Note that this is populated for your edification and is not to be taken literally. This will need to evolve in both its structures and inputs.

Simply, stated this helps to identify, plan, organize and activate all your marketing and promotional activity for a rolling year.

Starting at the top, it rolls by month and quarter and should be updated as such. It will allow you to populate and then correlate your financials to the marketing activities that you will plan to drive those outcomes. This is a dynamic tool that requires many touches across several roles – WWS & WBG GMs, Social Media Coordinator, and anyone else involved in the planning or execution of events, instore merchandising, etc. But these touches are worth it and become fewer as the discipline matures. It will need to be located on a shared drive so that others can easily access and provide updates to it.

As you flow down the document, you will notice that the rows are organized by your campaigns, what you will execute in store, how you will advertise externally and specific integration for the WBG. As stated, this will need to get updated to reflect the current and future capabilities of Wayzata's Muni operations. It is populated with illustrative examples to inspire as well as show the function of the tool.

There is value in putting this capability at the center of your business operations and working rhythms. The IPP capability should have adequate agenda time as well as working rhythms set up to support it. There is already some of this work happening across both Muni operations. This will allow you to organize it better, account and realize more opportunities as well as provide a history of activities you can repeat or eliminate based upon the business impact. Because of this, the capability matures and takes less capacity the more time you spend with it in the early months of development.

Delaney Consulting first identified this need in 2015's Final Report, and it is apparent that the gap this has created only got bigger. We are confident that the investment into this process will answer for the customer and financial insights related to it. We are happy to help move this forward and help to set up this practice as part of our new SOW in the addendum.

Retail and Marketing Testing Process

This engagement surfaced many different marketing-centric ideas, some of which could have a significant impact on the business. There needs to be a marketing driven ideation process to work ideas and insights to tests, tests to decisions, decisions to full implementation or retirement. Please reference SWOT long form document, Appendix C, for the complete list of these ideas.

Every successful marketing capability has a defined process to test new ideas and explore the insights found in customer, employee, or financial streams. This must be encouraged and intentional but also calculated and measured through an operational process. For WWS's type of business, it can also be a significant source of growth.

As this evolves, there could be a pipeline that is changing by the quarter, to address the changes in priorities and needs that change over time as well as sequence new ideas to implement. This very much compliments your IPP capability and should be used as a way to test ideas you want to implement in future quarters.

Delany Consulting provided a simple test construct tool and job aid (Appendix E) to help you organize and activate this work. To do so, many of the other recommendations need to be implemented as well – capacity freed up, new ways to work, and measure these tests. This includes many of the instructions to implement this capability. This can be coached and modeled further in the new SOW under consideration.

Instore Execution: Customer Experience

In every successful retailer, the brand and marketing plans pull through to all consumer touchpoints. The instore experience is still most paramount for the liquor industry and needs to be highly conceived and executed in the store layout, merchandising, signage, and fixturing. There are additional insights and supporting recommendations regarding these areas in our 2015 Final Report.

Facility

- The vestibule should be reimaged in a way that immediately activates the brand experience for both Muni Operations. Much of the bones are there, but as part of the branding and marketing recommendations in this report, the vestibule and outside of store should be carefully planned and accounted for. It's an asset you are using, but its value is higher than what is being invested into it.
- There is a clear opportunity to cross-promote in the bathrooms. According to the WBG GM, the current ROI on the advertising is negligible and WWS should market and advertise there, executed as part of your IPP capability.

Store Layout

- The first ~15 feet inside of the WWS needs to be reimaged and updated. This is a likely budgeted CIP in coming years. This should be especially intentional with your brand experience, as it is the first and last part of every customer's instore impression, while balancing the needs to operate the store. As this CIP progresses, it's important to tie these recommendations into that work and be calculated for its high impact.
- The store seems to be big enough, but there is a small amount of non-sales floor square footage—not uncommon in retailers. As new work has new demands, that space is likely to be challenged. Further, there seems to be not enough “employee only space” as recognize by its sure size as well as lack of an employee break area, privacy, storage, etc. This can be a critical aspect of the employee experience and can impact retention.

Merchandising

- The store needs more of an experience, in addition to a place to buy things. It would help to have (at least) two display areas for the store. These should allow you to tell a story and connect with customers while being seasonal, promotional, informative, etc. One should be located within the first 15 feet of the store so that all customers have a chance to see it. The other might be based upon existing layout and merchandising needs/constraints. These should be a component and output of the IPP capability.
- The “wine closet” has a great display area built in which is being used but it needs to have more of an on-purpose intent and execution, especially reflecting your brand. Consumer and competitive insights can be gathered to help hone that area for likely, your best customers. Simple messaging about special order capabilities in this area might yield a high return.
- The inline and category-level merchandising are a strength for the store.
- More thought needs to be put into the amount of inventory at the end of all endcaps and in the non-wine aisles. This might put pressure on the backroom size and labor spend but could be worth it to do differently.
- The carts of clearance inventory does not fit with a premium brand and customer experience. Further, the effectiveness of their shoppability should be questioned in how people can get to the bottom. We would recommend either a clearance/hot deals shelf, or that these are found in line with like products, or potentially writing that inventory off.

Signage

- The exterior signage (in the windows) of the store is outdated and ineffective –this is reflected in your customer awareness rate of having a delivery rate as well as its general faded appearance. Those signage expenditures are considerable. This is great real estate to utilize for a new brand splash and ongoing execution. Further, this space needs to have long-term purpose, utilization, update schedule, and budget.
- As decisions are made in marketing and promotional workstreams, it's critical to pull that all the way through the IPP process to execution in store in signage. It's likely that the store might benefit from increasing this budget and pulling in some (short-term) help with templates and tools for the store to execute changes more effectively.

Instore Execution: Employee Experience and Training

Store employees are the most powerful representation of the Wayzata Wine and Spirits' brand and need to be invested into to effectively evangelize your brand and exceed your customer needs. It's important to note, that talent assessments and employee operating models weren't a defined part of the SOW for this engagement. But there were clear employee centric themes identified that should be further explored and acted upon. This was also a top theme of our 2015 Final Report.

Training

- The SWOT exercise and consumer survey created an urgent call to action to address the store employee's knowledge and ability to recommend.
- It is critical to provide a right-sized training program for the store to be deliver on your customer and employee's needs while making your leadership jobs easier. As your marketing plans evolve, your employees will need to know more about that to represent what the customer is seeing outside of the store as well as deliver on the desired experience and results in the store.
- The IPP capability can include and incorporate aspects of an employee training calendar. As an example, if your November marketing themes and goals are to "ATTRACT NEW WINE DRINKERS NEW Beaujolais Intro", your October training should be focused on delivering that in product knowledge, employee "says" and "dos", a merchandising walkthrough, promotional knowledge, etc.
- This needs to include quantifying the training need in hours, assigning a budget, documenting each roles minimum knowledge standards, identify the content and means to deliver, scheduling the time and setting up a training rhythm to execute the training program. At a minimum, the store team should be meeting together for training and communication purposes twice per year in addition to individual training hours.
 - Budget Swag: 17 FTES x 2 hours x 12 months x \$20/hour = \$8160 Annual Training Budget
- Delaney consulting provided a simple tool to populate that should help to establish minimum knowledge expectations for roles, organize their learning path, and provide a validation mechanism for store leadership. (Learning Grid, Appendix F)
- Right-sized means utilizing free, existing and good resources for content and delivery; your distributors should be heavily leveraged for training associates. Further, there are great industry resources for content. A couple being:
 - MMBA: <http://municipalbev.com/articles.htm>
 - Gallo University: <https://www.gallowebcentral.com/gallo-wine-academy/>

Employee Experience and Impact

- The employee experience and reward systems were aspects that came out in the SWOT exercise as well as store visits. The City's HR resources should be utilized to review job descriptions, assess pay scales, and generally support the store making the needed changes to make improvements.
- As some of this work expands, it will be important to document the new work generated out of these recommendations. Some of this work has the potential to change roles and who is doing what. This could mean that it would be responsible to account for that in job descriptions and talent/skill levels.
- As you make progress with these recommendations, it is important to take all of your employees "with" you in the work. Turnover is always a challenge in retail. Making investments in your business should also be purposeful in making investments in your people. Each decision and investment should be purposeful to positively impact your employee experience, attract talent, and reduce turnover.
- Uniforms should be researched and considered to better control the impact of employee appearance.

Competitive Analysis

The City of Wayzata asked Delaney Consulting to look at a specific group of competitors for comparisons and insights that served to inform the recommendations throughout this entire report. Those competitors are:

- Total Wine- Minnetonka
- Haskell's of Minnetonka
- MGM of Minnetonka
- Hy-Vee-Plymouth
 - It's important to note that outside of Total Wine, the customer survey informed WWS that their competitive set is different.

We created and compiled a matrixed tool to document relevant points with some commentary and have supplied that as Appendix G. Here are the key themes and learnings:

Brand Experience:

- WWS's brand is under-developed and thus, understated and inconsistent both instore and in marketing touchpoints. This results in lack of clarity of what WWS's delivers and promises to their customers, beyond we sell alcohol. This becomes clearer when you look at competitors in the market as most do this better than WWS.
 - Haskell's clearly sets an expectation through their tagline of "The Wine People". This pulls through their marketing touchpoints as well as their assortment and service offerings.
 - Hy-Vee sets a different expectation with "A Helpful Smile in Every Aisle". This comes to life in their many featured employees and is something that is easily executable and appealing to any customer.
 - Most competitors consistently promote simple value propositions in clear and simple ways including delivery, rewards, employee strengths, assortment strengths, community and charity involvement, etc. WWS does this, but it is inconsistent and not as clear as the competition.
 - The Marketing portion of this Final Report gives strong recommendations to help you further define your brand and market it more effectively.

Rewards:

- Savour Rewards max benefit is 12.5% where the competition is 2.5% to 4% resulting a 300+% delta that must be reclaimed to reinvest into the business and city.
- Competitors consistently provide benefits beyond discounts with the most common being events, classes, exclusive or preferential buying on select items,
 - Competitors most often offer a points for future discount model. We strongly recommend that WWS moves to a similar model in their new program.
 - Competitors consistently offer benefits beyond discounts; these most commonly include classes, tastings, and events.
 - We recommend that WWS expand their benefits while integrating their current events as part of their rewards program. This does not mean that WWS should not allow non-reward members to participate in events but use their rewards as their primary source to promote their events. In some cases, it would be advantageous to create “Member Only Events”.

Ecomm/Delivery:

- WWS’s ecomm and delivery customer experience is grossly inferior to other delivery models
- WWS requires significantly more steps and time to complete, resulting in a poor customer experience and implicating a higher cost model than the competitions.
- Most commonly, competitors pass some of the cost onto their customers via a delivery charge or membership fee.
- Current reporting does not allow for a compressive cost-benefit analysis of WWS’s delivery program. We recommend that one is conducted to determine if the model is financially viable.

Social Media:

- WWS is under-developed in this key marketing capability compared to the competition. There are similar sized businesses that are attracting significant customers through a consistent and compelling social media presence.
- In the Marketing section of this report, some recommendations are given on how to make some steps forward to develop this capability. In addition to that, it is important to recognize those competitors that are doing it well.
- It will take a cohesive effort across WWS, WBG, and city resources to effectively utilize these critical marketing channels and convert those workstreams to revenue.
- The competitive assessment appendix doc identifies numerous retailers with links to their social sites and web pages as a starting point for this. Here are some liquor retailers that are doing this well:

Name	Social Link	Website
Fridley Liquor (Muni)	https://www.facebook.com/fridleyliquor	https://www.fridleyliquor.com/
Isanti Municipal Liquor Store	https://www.facebook.com/IsantiMunicipalLiquor/	https://isantiliquor.com/
Bagley Liquor (Muni)	https://www.facebook.com/bagleyliquor/	https://bagleyliquor.com/
Chicago Lake Liquors	https://www.facebook.com/chicagolakeliquors/	https://www.chicagolakeliquors.com/
France 44 Wine & Spirits	https://www.facebook.com/france44mpls/	https://www.france44.com/
South Lyndale Liquors	https://www.facebook.com/SouthLyndale	https://southlyndale.com/

Business Planning Improvements

Every business has a standard operating blueprint that supports their operations while satisfying all their needs and constituents. As WWS looks to progress their business results, making improvements to their operating rhythms and processes will be imperative.

Beyond operating the store, in which there are some clear successes, and includes the ordering of inventory, merchandising, pricing, hiring and scheduling employees, taking care of customer needs, executing at POS, and on and on – you will have to conduct your business differently to get to different results.

These improvements can be identified with thorough and detailed answers to questions like these:

- What are all things we need to do?
- What are the high priority things we need to do in addition to change our results?
- How do we do these all of these?
- Who does what?
- Why are we doing our whats?

To answer those, it's important to review current state and what was documented during this limited engagement.

Current rhythms:

- Monthly Business Meeting
 - Objective: Inform on results, alert on needs, activate resources
 - Agenda: Review results from prior month, forward look to new results, open topics presented by those attending
 - Attended: by each Muni Leader, WWS & WBG, City Manager, Deputy City Manager, Key Support from select Department Heads
 - Duration: 1 hour
- Weekly or bi-weekly 1:1 calls (30 mins, 2-3 times a month)
 - Objective: Follow-up to needs and issues largely presented in Monthly Business Rhythm
 - Agenda: Informal
 - Attended: City Manager and GM of WWS & WBG
- Ad hoc communication
 - As needed to address needs that can't be satisfied within the other meetings

Assessment of current rhythms:

- Do a good job informing on financial results upstream to leadership
- Provide low value helping GMs and those downstream to impact results
- These contain a heavy historical agenda, looking backwards @ ~80% of time spent at financial results and 20% addressing future needs
- Doesn't facilitate the needs of business planning and strategy development
- Doesn't accommodate enough time to address the needs of the business
- Doesn't consistently include everyone involved in business
- Doesn't include the right preparation for documents, operational processes, and retail metrics across the agenda

Recommendations and Next Steps for Business Planning Improvements

To get different results, you must do different things.

To sustain different results, you must do things differently.

Both are true. And in a lot cases, at the same time.

The clear intent of this engagement is to create meaningful and sustained change. To accomplish that, the work you do will be different and, in some cases, incremental. Informed and proactive decisions need to be made about what you will stop doing, what you do differently, and in some cases what you outsource. These recommendations will aid in the process to that and help you evolve through this process.

Although not part of the scope of this engagement, it will be more efficient and exponentially beneficial to both Muni operations to replicate a parallel process that includes the Bar and Grill in all these recommendations. Delaney Consulting can be a further resource to help build out some of these changes and facilitate an early round of the new rhythms.

Update and Expand Existing Business Rhythms with Meaningful Agendas

Create and facilitate reoccurring agendas, with clear objectives, aligned workstreams, pointing to future results, that require collaboration across multiple roles to accomplish. We would recommend a standing agenda that has consistent themes/expectations, but subtopics that will change as the business does:

- **People**
 - ~20% of time
 - Customer insights/trends, learnings, needs, issues
 - Employee/staffing needs, performance, updates, training,
 - City council/other needs outside of direct Muni operations
- **Process**
 - ~60% of time
 - Include new IPP/Marketing rhythm as the basis for this agenda theme
 - Calendar planning, execution, results across the IPP calendar.
 - Key channel operations and priority workstreams
 - Key decisions, needs, support, alerts, etc.
- **Performance**
 - ~20% recap
 - High-level business performance review.
 - Last month we in our IPP review, we reviewed the Valentines promotions. Here are the results.
 - 80% on future looking activities that will impact your performance

Critical Notes for Additional Success:

- **More Planning, Less Reporting**
 - Your current agendas and rhythms have you spending ~80% in review of primary financial results and ~20% planning work for future results. This needs to be inversed to develop plans and open the capacity to move your business forward.
- **Tools and Resources:**
 - Different work requires different tools.
 - Identify the tools and processes, with defined roles and responsibilities, to capture and progress your work in meaningful agendas. Simply, this work needs to be organized and documented. The appended tools to this report will help to get your started.

- The City's resources will need to be used differently in some cases; meaning who does what and shifting some spend from 'X' to this new marketing tactic.
- There are numerous outside resources WWS should utilize:
 - MMBA membership should be reconsidered.
 - MMBA has resources outside of membership that WWS would benefit from.
 - Distributors and vendors should be more deeply engaged.
 - Delaney consulting has provided some tools in the appendix to this project plan.
 - Delaney consulting provided a SOW for a new engagement to help DO some of this work.
 - The Google machine is very powerful and effective.
- **Frequency:**
 - It is likely that the whole team needs to meet once a month.
 - It is likely that smaller groups will need to meet more frequently with different agendas.
 - It is likely that that there will be incremental meetings to accommodate needs for quarterly/annual agendas, project specific needs, assessing and pivoting to change, etc.
 - Critical operating aspects need to be documented as these recommendations are implemented: What work needs to get done? What time is required to get this work done? Who is involved? How often do those people need to work the agenda(s) we built? Can it be done outside of a meeting format?
 - These inputs will properly inform the rhythm's time requirements and frequency.
- **Shift in Perspective:**
 - Your agendas and work cadences should be built out in 12-8-4-2-1-week calendar dimensions. This will be imperative to create and execute the IPP workstreams, and generally, to get out far enough to change your business vs. iterate your operations.

Assess and Prioritize Critical Current Work Activity

To prioritize new work that needs to be done, old work needs to stop or be done differently. This must be done to create capacity for new things. Further, a lot of great work is happening and needs to be accounted for in different processes while establishing new ways of collaborating.

- **Account for operating the store**
 - Buying
 - Pricing
 - Merchandising
 - Staffing and scheduling
 - Training
 - Facility management
- **Create a high-level list of all activities needed to Run The Business – not operate the store**
 - Promotional planning and execution
 - Marketing activities
 - Muni inclusive opportunities and execution
 - City and community engagement
 - Rewards program operations
 - POS data mining

Map Roles and Responsibilities to All Work Activities

- Identify and assess who is current doing what.
- Identify gaps in capacity, knowledge, skills, roles, budgets in order to get it done.
- Address job descriptions: up to and including roles, pay grades, talent, etc.
- Deploy a different working model to accomplish different work.

Set New Priorities, Objectives, Goals, and Use Specific Metrics to Measure

- This should complement your annual budgeting process and inform how you achieve it.
- Use the IPP capability to organize and document the things you need to do to achieve your budgets and grow your business.
- Then get more specific by breaking these down to 30-90-180-365-day operational and working plans to achieve the priorities you've agreed to.
- Identity and agree to the right metrics to measure specific goals and workstreams.
 - Following the SMART goal-setting formula:
 - Specific, Measurable, Actionable, Reasonable, Timely
- To start, highly consider adopting the priorities of these recommendations.

Evolve Your Accounting and Retail Scorecarding Practices

Your accounting (P&L) and retail reporting (Scorecarding) needs to evolve. This will create more stability in the business by creating baselines and more specific ways to show marked improvements and/or impacts. This is a pivot from what you are currently doing but will be exponentially impactful.

- **Accounting**
 - Normalize retail accounting and P&L practices to create or improve upon decision making, budgeting, transparency, comparative data sets, and accountability.
 - In some cases, it has been difficult or inefficient to analyses to norms, impacts, decisions, or needs regarding some aspects of performance based upon metric definitions and how the accounting practices are currently
 - Some of these areas include:
 - Wages
 - General Fund
 - Professional Services
 - Transfers
 - Delivery operations cost (vehicle, expenses, insurance, labor, etc.)
 - Some resources to help:
 - Internal SMEs and everyday City of Wayzata resources
 - MMBA: Muni and retail standards
 - Delaney Consulting
- **Scorecarding**

Identify and use an expand metric set to provide more detailed and normalized retail metrics to help map transactional, (daily, weekly, monthly) to your monthly, quarterly, annual budgeting/accounting outcomes. Additional metrics to make decisions and validate outcomes:

Metric / Data	Abv.	Definition / Notes
Transactions	TRN	Amount of POS rings. / This is different than traffic.
Average Selling Price	ASP	Ave price per like unit. / By wine, beer, rolls to category and total.
Units Per Transactions	UPT	Division by. Promotional impact, customer service, merchandising.
Mix	% of total	Total by \$, M\$, Units. / Impacts decisions and defines trends.
Labor	LBR	Budget/Spend for store operations. (Wages.)
"Top 50" Report	T50	Focus and report on your ~75% of your business
Margin Erosion	ME	MU - any margin impact / Promotional impact. Close out. Rewards.
Channel Mix	CM%	\$/% of total sales. Decision support. Impact. Investments.

These metrics should be used regularly and ongoing, but with intentional and differentiated application. These are detailed outcomes to the work and choices you make already. They will provide you efficient and consistent means to inform your ongoing business changes. Further, consumer and industry trends show up in this data and allow for more localization application and decision support.

Prioritized Recommendations

- 1) **Eliminate the current Savour Reward Program** and replace it with a mutually beneficial loyalty program to provide value to its members while driving more traffic and overall profitability.
- 2) **Define and refine the Wayzata Wine & Spirits brand** to create clarity and differentiation of your marketing, value propositions, sales channels, growth strategies, assortment, pricing, and channel execution. This includes, but is not limited, to defining your core customer, developing a brand promise and voice, defining your sales channels, and delivering a consistent and effective brand experience in all consumer touchpoints.
- 3) **Implement an integrated promotional planning capability** to activate all marketing and promotional resources to build new customer acquisition and improve current customer retention. Capitalize on the Wayzata Bar & Grill (WBG) traffic and its cross-sales opportunities to drive improvements across both entities.
- 4) **Build a disciplined and right sized business operating rhythm** that includes objectives, clear roles and responsibilities, effective tools process around measuring and forecasting business plans and support Pull this forward into instore execution of merchandising and training

There are more changes we recommend throughout this report, but these are the highest priority and ought to develop within the next 6 months.

Known Risks

- Doing nothing will shepherd the same results, WWS can't afford that long-term.
- Change is hard and fatiguing. It's important to be patient while celebrating improvements and effort.
- Some customers will not like the changes in the Reward Programs. You will lose some. That is expected and their choice. You can mitigate this risk by developing and deploying a proactive playbook that accounts for this.
- Some employees might not like or agree with these recommendations even if the majority do. Further, you might discover you don't have the right roles or skills to execute on some of these recommendations. This could lead to turnover.
- Some of these recommendations will require investments. Those should be purposeful and have a quantifiable ROI, but they need to be made to gain returns.

Conclusion

Wayzata Wine & Spirits business results have been trending down. However, the store is profitable, operating pretty well, and returning a benefit to the city. Further, the store has a tremendous amount of untapped potential in it and has a core of leaders that are incredibly invested to see it succeed further.

There are always points in every business that you must change what you are doing to get to better results. This is absolutely one of those times where WWS needs to act to reverse the course and expand from operating a store to growing the business.

We are confident that these recommendations will help to achieve needed growth if they are all acted upon quickly and methodically. These are complementary recommendations that were carefully built so that when they are all implemented, they will feed and strengthen each other.

Most of these changes should be iterative, requiring patience and diligence to achieve, but can be realized within six months of this report being presented.

Lastly, we are confident that WWS can realize the benefits of these recommendations. Nothing we presented in this report is unobtainable, but some might require outside support, additional subject matter expertise, or budget dollars moving around. The many leaders supporting the store must simply commit to doing some things differently and then, do them.

Appendix

- A: Customer Survey Results with Comments.
 - PowerPoint doc “WWS_2022 Consumer Survey_All Data_With Comments_Final_102022”
- B: Customer Survey Results.
 - Excel doc “Western Suburbs Consumer Survey Full Data Export_102022”
- C: SWOT long form report.
 - Word doc “SWOT_Long Form_WWS_Final_102022”
- D: Integrated Promotional Planning Calendar.
 - Excel doc “WWS IPP Calendar Example”
- E: Retail Testing Tool and Job Aid,
 - Excel doc “Retail Testing Job Aid”
- F: Employee Learning Grid,
 - “WWS Employee Learning Grid”
- G: Competitive Assessment Grid.
 - Excel doc “WWS Employee Learning Grid”
- H: Delaney Consulting Final Report, 2014-15
 - Word Doc “WWS Employee Learning Grid”
- I: New Delaney Consulting SOW and Extension Proposal
 - Word doc, “Delaney_Wayzata SOW Extension 2022 V2.0”



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 8.f
TITLE: Approval of User Agreement With the City of Maple Grove for Police Department use of the North Metro Regional Public Safety Training Facility	
PROPOSED MOTION: To Approve the User Agreement for the North Metro Regional Public Safety Training Facility between the City of Wayzata and the City of Maple Grove	
PREPARED BY: Marc Schultz, Police Chief	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the North Metro Regional Public Safety Training Facility User Agreement.

FINANCIAL OR BUDGET CONSIDERATION:

Due to the facility upgrade, there is a slight increase of \$5 per hour for the firearms range from previous years as noted in Schedule 1 of the agreement. These slight increases, including some new training options, have been adjusted in the department's training budget moving forward. The 2023 budget allocates \$18,000 for training.

BACKGROUND:

The Police Department has budgeted for the use of the North Metro Regional Public Safety Training Facility in the past through the department's training budget. While the department has utilized the facility for several years, a large facility remodel was recently completed offering more training options for the department than ever before.

The purpose of this use agreement is to define the rights and obligations of both the City of Maple Grove, through their North Metro Regional Public Safety Training Facility and the City of Wayzata.

ATTACHMENTS:

1. User Agreement Maple Grove Range

USER AGREEMENT

This USER AGREEMENT is made and entered into on the latest date executed below (“Effective Date”), by and between the City of Maple Grove, a Minnesota municipal corporation (hereinafter “CITY”) and _____ (hereinafter “USER”). Each may be referenced herein individually as “PARTY” or collectively as “PARTIES.”

RECITALS

CITY is the fee owner and operator of the North Metro Regional Public Safety Training Facility, located at 11390 89th Avenue North, Maple Grove, Minnesota (hereinafter, the “NMR”);

CITY has specific statutory authority under Minn. Stat. § 412.211 to expend resources necessary to operate and maintain the NMR and make it available to USER and others for an agreed-upon fee;

CITY has specific statutory authority under Minn. Stat. § 412.221, subd. 2 to enter into and execute this User Agreement to carry out a governmental program of public safety and firearms training and related uses, in order to promote and advance good order and the general welfare, the suppression of vice and immorality, the prevention of crime, and the protection of public and private property pursuant to Minn. Stat. § 412.221, subd. 32 (“Governmental Program”);

USER desires to rent space in the NMR from CITY on an hourly basis for public safety and firearms training and related uses in order to promote and advance good order and the general welfare, the suppression of vice and immorality, the prevention of crime, and the protection of public and private property; and

CITY has agreed to rent space in the NMR to USER pursuant to the terms and conditions in this User Agreement, and as scheduled by the individual placed in charge of NMR functions and scheduling (“NMR Manager”); and

The NMR Manager will provide direct oversight of the Governmental Program.

AGREEMENT

1. **TERM.** This User Agreement shall commence on the Effective Date and remain in effect until amended or terminated by the PARTIES, for a period not to exceed 15 years. The term of this User Agreement is not subject to any automatic renewal, and the CITY is not required to renew it after the term expires. This User Agreement automatically and immediately terminates if the NMR’s function as a public safety and firearms training facility terminates or upon a termination of the Governmental Program or change in the Governmental Program that no longer allows the CITY to continue to own or operate the NMR for the Governmental Program.
2. **NMR FUNCTIONS AND SPACE; OVERSIGHT.** USER elects to use the spaces within the NMR as indicated on SCHEDULE 1 of this User Agreement (“Premises”). Specific dates and times of USER’s access shall be determined by the NMR Manager.

The NMR Manager will provide direct oversight in order to assure that all uses of the NMR comply with the requirements and advance the goals of the Governmental Program. In the event of any question regarding USER's use of the facility, the NMR Manager may request and the USER shall provide a written report of all USER's activities taking place in the NMR under the User Agreement.

3. **FEES.** USER agrees to pay CITY for its use of the spaces within the NMR based on the rates as indicated on SCHEDULE 1 of this User Agreement. All fees shall be due and payable either upon arrival at the NMR prior to use, or within 30 days of CITY providing its invoice at the USER's address as designated on SCHEDULE 1 of this User Agreement. All fees are nonrefundable unless this User Agreement is cancelled by the CITY.
4. **CANCELLATION OF SCHEDULED USE.** CITY shall retain the right to terminate without penalty this User Agreement and cancel any scheduled or unscheduled use of the NMR upon notice to the USER. USER may cancel without penalty any scheduled use of the NMR upon at least 5 days' written notice to CITY. Absent timely written notice of cancellation of any scheduled use, or if USER fails to appear for a scheduled use of the NMR, USER shall remain responsible for all agreed-upon fees and charges.
5. **RULES AND REGULATIONS FOR USE.** USER certifies that he or she has read all rules and regulations related to use of the NMR and agrees to be bound by the rules and regulations in addition to any applicable federal, state, municipal, and local laws, ordinances, and regulations while occupying the NMR. USER shall be responsible for ensuring compliance with this provision by USER's officials, employees, volunteers, members, guests, and invitees. CITY may terminate this User Agreement at any time for a violation of its terms, NMR rules and regulations, or violation of any applicable law, statute, ordinance, or regulation.
6. **PROPERTY DAMAGE.** USER shall not alter, deface, or damage the NMR or any portion thereof. USER shall be liable for, and pay CITY on demand, the cost of any and all property damage to the NMR caused by the USER, its officials, employees, volunteers, members, guests, and invitees as such costs are determined by CITY. USER shall be responsible for any damage to or loss of its own equipment while using or occupying the NMR.
7. **USER'S ASSUMPTION OF RISK.** USER knows, understands, and acknowledges the risks and hazards associated with using the NMR and hereby assumes any and all risks and hazards associated therewith. USER hereby irrevocably waives any and all claims against CITY and its officials, employees, agents, or insurers for any bodily injury (including death), loss, or property damage incurred by USER as a result of using the NMR and hereby irrevocably releases and forever discharges CITY and all of its officials, employees, agents, or insurers from any and all claims or liability.
8. **NUISANCE PROHIBITED.** USER agrees not to occupy or use any portion of the NMR for any business or purpose which is unlawful, disreputable, or deemed to be extra hazardous on account of fire, or permit anything to be done which would in any way increase the rate of fire insurance coverage on the NMR or its contents beyond its intended purpose as a training facility.

9. **AUTHORIZED REPRESENTATIVE.** USER shall have an authorized representative on site at all times while using the NMR to supervise the activities of its officials, employees, volunteers, members, guests, and invitees.
10. **LIABILITY AND INDEMNIFICATION.** Except as explicitly provided herein, USER shall defend, indemnify, and hold harmless CITY and its officials, employees, and agents from any liabilities, judgments, losses, costs or charges (including attorney's fees) incurred by CITY or any of its officials, employees, agents, or insurers as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss of property damage caused by, arising out of, related to or associated with the use of the NMR by USER or by USER's officials, employees, volunteers, members, guests, or invitees. The foregoing obligation is subject to the statutory cap as set forth in Minn. Stat. Chap. 466, where applicable to the USER, and nothing in this User Agreement shall be construed to waive CITY's or any USER's applicable immunities or the liability limits contained in the Minnesota Municipal Tort Claims Act or other applicable state or federal law. In the event USER is an instrumentality of the United States, the foregoing indemnification obligations do not apply. However, the PARTIES acknowledge that in such case the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq. authorizes such USER to pay a claim against the United States for death, personal injury, or damage to or loss of property when the injury or damage is caused by negligent or wrongful acts or omissions of such USER or its employees while acting within the scope of their employment or under circumstance where the United States, if a private person, would be liable in accordance with the law of the location where the act or omission occurred.
11. **MISCELLANEOUS**
 - a. **WORKERS' COMPENSATION.** CITY represents that it is in compliance with all Minnesota laws regarding workers' compensation requirements and tax withholding obligations. USER hereby waives the right to sue CITY for any workers' compensation benefits paid to USER's employees, volunteers, or their dependents, regardless whether injuries were caused wholly or in part by the negligence of CITY or its officials, agents, or employees.
 - b. **NO WAIVER.** Failure by either PARTY to insist, in any one or more instances, upon strict performance of any term, covenant, or condition of this User Agreement or to exercise any option contained in this User Agreement shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The PARTIES shall not be deemed to have waived any provision of this Agreement until expressed in a signed writing.
 - c. **NO ASSIGNMENT.** USER may not assign its rights or obligations under this User Agreement.
 - d. **BINDING AGREEMENT.** All of the covenants and agreements in this User Agreement shall extend to and be binding upon the PARTIES and their successors and assigns to the extent as may be permitted under this User Agreement's terms.
 - e. **CHOICE OF LAW; VENUE.** This User Agreement is a Minnesota contract and all terms within it shall be construed according to Minnesota law. Any

dispute regarding the terms of this User Agreement shall be venued in a court of competent jurisdiction in Hennepin County, Minnesota.

- f. **ENTIRE AGREEMENT.** This User Agreement shall constitute the entire agreement between the PARTIES as to the subject matter, and any prior understandings or representations of any kind shall not be binding.
- g. **MODIFICATION.** No amendment, modification, or waiver of any condition, provision, or term of this User Agreement shall be valid or of any effect unless made in writing, signed by the PARTY or PARTIES to be bound or its duly authorized representative, and approved in writing by the Commissioner of Minnesota Management and Budget, and specifying with particularity the extent and nature of such amendment, modification, or waiver.
- h. **AUDIT AND RECORD KEEPING.** This User Agreement is subject to the audit requirements of Minn. Stat. § 16C.05, subd. 5 where applicable. CITY will cooperate in such audits, which shall be conducted according to generally accepted auditing standards, and financial adjustments resulting from such audit shall be paid within 30 days or receipt of invoice.
- i. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** The CITY, and to the extent applicable, the USER, acknowledge that they are subject to the Minnesota Government Data Practices Act (“MGDPA”), and agree to comply with its applicable terms as to the administration and maintenance of government data created, collected, received, stored, maintained, or disseminated in connection with this User Agreement.
- j. **PUBLICITY.** The PARTIES do not authorize the use of their respective names, marks, images, or copyrights for or in connection with any publicity without prior written authorization for the same.

12. MMB GRANT AGREEMENT TERMS PREVAIL; COMPLIANCE

CERTIFICATION. The PARTIES acknowledge the existence of a Minnesota Management and Budget (“MMB”) Grant Agreement, which imposes conditions and restrictions upon the construction, ownership, use, and operation of the NMR, and agree that the terms and conditions of the MMB Grant Agreement shall prevail over any inconsistent terms in this User Agreement. The PARTIES agree, upon direction from the Commissioner of MMB (“Commissioner”), to take such actions and furnish such documents as the Commissioner deems necessary to ensure that the interest to be paid on the G.O. Bonds involved in financing the NMR is exempt from federal taxation and to fulfill the requirements under the Minn. Stat. § 16A.695 and the Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012. This User Agreement has been reviewed and approved by the Commissioner and the CITY hereby certifies that it will make no material amendments to the relevant terms of this User Agreement without approval of the Commissioner.

- 13. **AUTHORITY.** The PARTIES represent and warrant that each has the power and authority to enter into this Agreement, and that the persons executing this User Agreement on behalf of each PARTY have full and complete legal authority to do so.
- 14. **ACKNOWLEDGEMENT; LEGAL COUNSEL.** The PARTIES acknowledge that they have read and understand the terms and obligations of this User Agreement and

agree to be bound by the same. Each PARTY acknowledges that it has had the opportunity to have this User Agreement reviewed by legal counsel of its choice, if any, prior to execution.

15. **RECITALS.** The recitals on page 1 are hereby incorporated into this User Agreement.

[signature page follows]

CITY OF MAPLE GROVE

DATE: _____

By:
Its: NMR MANAGER or CHIEF OF
POLICE'S DESIGNEE

USER

DATE: _____

By:
Its:

and

By:
Its:

SCHEDULE 1

USER intends to use the NMR spaces marked below for a program of public safety and firearms training and related uses on the dates and times as determined by the NMR Manager, and agrees to the stated rates for each:

<u>SPACE</u>	<u>STANDARD RATE</u>
☐ RANGE Maximum shooting distance of 39 yards. Computerized target carrier system with individual shooting booths. Rental includes use of targets, cardboard backers, eye protection, two-way radio headsets, and fully stocked gun cleaning room	\$200/hour
☐ RANGE (2) Maximum shooting distance of 50 yards. Computerized turning targets. (No shooting booths or carriers.) Rental includes use of targets, cardboard backers, eye protection, two-way radio headsets, and fully stocked gun cleaning room. Vehicles are allowed on this range.	\$200/hour
☐ SIMULATOR State-of-the-art, virtual training space	\$100/hour
☐ DT ROOM Completely padded walls and floors. Direct access to the Reality Based Training areas and the training simulator. DT equipment (i.e. strike pads, padded suits, etc) are available upon request.	\$200/day
☐ REALITY BASED TRAINING The Reality Based Training (RBT) area includes two full levels with three different stairways. The indoor training area allows for unlimited room configurations, flexible situational training environments, and fast easy setup, plus two simulated holding cells, an outdoor balcony, and roof top access. Vehicles are allowed inside through the RBT vehicle bay. The outdoor training area is a fully paved private space with direct access to the indoor training areas.	\$400/day
☐ CLASSROOMS Two modern classrooms with connectivity for your laptop or use a laptop supplied by the NMR. Classrooms can be rented separately or they can be combined to create the large classroom.	
☐ Large (max capacity 93)	\$400/day
☐ Medium (max capacity 63)	\$250/day
☐ Small (max capacity 30)	\$150/day

NOTE: A USER committing to high volume or long-term usage may be eligible for discounted rates depending on availability as determined by the NMR Manager, and after written approval by the Commissioner of MMB.



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 8.g
TITLE: Approval of 2023-2025 Union Contract with AFSCME Local No. 224	
PROPOSED MOTION: To Approve the 2023-2025 Union Contract with AFSCME Local No. 224	
PREPARED BY: Aurora Yager, Deputy City Manager	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the 2023-2025 Union Contract with AFSCME Local No. 224 as presented.

FINANCIAL OR BUDGET CONSIDERATION:

The 3% cost of living adjustment (COLA) and other contract provisions have already been incorporated into the 2023 Budget.

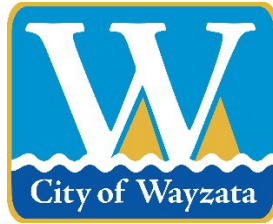
BACKGROUND:

Staff has been in negotiation with AFSCME for the last six months in order to come to terms on a three-year contract. AFSCME represents most public works employees and is one of three collective bargaining units of the City---Public Works, Police Officers, Police Sergeants. The City Council reviewed the following highlights of the draft contract at its November 1 workshop:

- Three-year term from 2023-2025
- Annual COLA increase of 3%
- Language to switch the Good Friday holiday to Juneteenth if that holiday is adopted by the State or City Council
- Addition of a longevity step at 10 years of service
- Changing the Lead PSW pay scale to align more with the market
- Increasing Flex Pay from \$2 per hour to \$5 per hour
- Including a \$10/month phone allowance
- Various legal updates and contract clarifications/cleanup

ATTACHMENTS:

1. 2023-2025 AFSCME Contract



2023-2025

LABOR AGREEMENT

BETWEEN

THE CITY OF WAYZATA

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL NO. 5, LOCAL 224**

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PURPOSE OF AGREEMENT

This AGREEMENT is hereby made and entered into between the City of Wayzata, a municipal corporation, and the American Federation of State, County and Municipal Employees, Council No. 5, Local 224. It is the purpose and intent of this AGREEMENT to express in written form the AGREEMENT of the parties hereto regarding terms and conditions of employment in the Wayzata Public Works Department.

DEFINITIONS

- **EMPLOYER:** The City of Wayzata or its designee.
- **EMPLOYEE:** A member of the exclusively recognized bargaining unit.
- **BASE PAY RATE:** The EMPLOYEE'S hourly pay rate.
- **CALL BACK:** Return of an EMPLOYEE to a specified work site to perform assigned duties at the authorization of the EMPLOYER at a time other than a regular scheduled shift by their Supervisor. An extension of or an early report to a scheduled shift is not a call back.
- **DUAL PSW:** A Public Service Worker (PSW) who has a significant proportion of regular and ongoing job duties that are not included in any PSW job description. These EMPLOYEES will have a distinct job description and title which captures their multiple roles and any differentiating minimum qualifications needed to perform it. Examples of these roles could include but are not limited to Facilities Technician and Forester.
- **FLEXTIME:** Flextime allows an EMPLOYEE to alter the start and end times of his/her work day around their normal schedule. Flextime does not reduce the total number of hours worked in a given week and must be approved by Supervisor.
- **OVERTIME:** Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except shift changes) or more than forty hours (40) within a seven (7) day period will be compensated for at one and one-half times the EMPLOYEE'S regular base pay rate. For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- **SEASONAL AND TEMPORARY EMPLOYEE:** An EMPLOYEE hired by the City on a seasonal or temporary basis who is employed for seven (7) months or less within a twelve (12) month period, but not more than 67 work days and fourteen (14) hours per week. This does not include EMPLOYEES exempted from the 67-day requirement, due to their student status by Minnesota Statutes §179A.03, Subd.14(f).
- **SENIORITY:** Length of continuous service in any of the job classifications covered in this AGREEMENT.
- **UNION:** American Federation of State, County, and Municipal EMPLOYEES, Council No. 5, Local 224.

ARTICLE 1 UNION RECOGNITION

It is understood and agreed between both parties hereto that the American Federation of State, County and Municipal Employees, Council No. 5, Local 224 is the exclusive representative of non-supervisory EMPLOYEES of the Public Works Department, and as such the UNION is authorized to enter into this AGREEMENT for and on behalf of the EMPLOYEES it so represents.

ARTICLE 2 UNION SECURITY

2.1 DUES

The EMPLOYER shall deduct per pay period an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all EMPLOYEES authorizing such deduction on a form designated and furnished by the UNION.

The UNION shall confirm to the EMPLOYER, in writing, the current amount of regular dues to be withheld authorized by law.

2.2 INDEMNIFICATION

The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER or as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

2.3 REPRESENTATION

The EMPLOYER agrees to recognize stewards certified by the bargaining unit as provided in this subject to the following:

- The UNION will provide a list of Union officers and Union stewards who are authorized to investigate and present grievances to the EMPLOYER. The list will remain in effect until the UNION provides a replacement(s) for an office.

The UNION will be allowed reasonable visitation by UNION representatives for the purpose of signing up new members and processing grievances.

The EMPLOYER agrees to allow EMPLOYEES to interrupt their work for a reasonable amount of time for the purpose of UNION business. Provided that the EMPLOYEE gives Supervisor prior notices of when such business will commence and when the business ended. Not more than one (1) EMPLOYEE (steward or officer) will be authorized time off with pay to investigate or present any one (1) grievance to the EMPLOYER.

Paid interruption of work for UNION business shall be limited to the investigation and presentation of grievances to the EMPLOYER at times when the EMPLOYEE is scheduled to work. It is recognized and accepted by the UNION and the EMPLOYER that the investigation and processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities.

EMPLOYER shall, by request of the UNION, grant reasonable time off for union business as required by law for unpaid leave of absences by Union members who are elected or appointed officials of the UNION.

2.4 OFFICIAL NOTICES

The EMPLOYER agrees to allow the UNION to place official notices and bulletins relating to union business on a bulletin board in a common area. The UNION agrees that it will enforce the following: Items which reflect negatively on the UNION, EMPLOYEES or the City of Wayzata, shall not be posted. All posted materials must be approved by an authorized Union representative. The EMPLOYER shall have no responsibility for any materials posted on the bulletin board.

ARTICLE 3 EMPLOYER AUTHORITY AND SECURITY

- 3.1** The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the

organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

- 3.2** The UNION and its members agree that during the life of this AGREEMENT, they will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of, or interference with, the normal functions of the EMPLOYER. Violations of this Article shall be grounds for disciplinary action and up to and including discharge.

ARTICLE 4 DISCIPLINE

- 4.1** No EMPLOYEE shall be disciplined or discharged without cause. Any disciplinary action or measure imposed upon an EMPLOYEE may be processed as a grievance. New EMPLOYEES and EMPLOYEES who have been rehired shall be on a twelve (12) month probationary period and may be disciplined or discharged by the EMPLOYER in its sole and exclusive discretion at any time during such twelve (12) months' probationary period. EMPLOYEES who have completed the probationary period may be suspended or discharged for just cause.

Discipline may be in one or more of the following forms:

- a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Demotion;
 - e) Discharge.
- 4.2** Notice of suspension, demotions, and discharges will be in written form and will state the reasons for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the EMPLOYEE is demoted. The UNION and Union President will be provided with a copy of all written reprimands, notices of suspension, demotion, or discharge.

ARTICLE 5 GRIEVANCE PROCEDURE

- 5.1** Any grievance which may arise between the parties hereto shall be settled in the manner outlined below. The word "grievance" shall mean any dispute with regard to the interpretation, application or violation of any terms or provisions of this AGREEMENT.

Step 1. As the first step in the grievance procedure an EMPLOYEE having a grievance shall take up the grievance with the EMPLOYEE'S Department Head within twenty-one (21) calendar days of the date of its occurrence. The Department Head shall consider the grievance and shall respond to the EMPLOYEE within ten (10) calendar days.

Step 2. If the grievance remains unadjusted the UNION Steward, with or without the EMPLOYEE, shall present the grievance in writing to the EMPLOYEE'S Department Head, with a copy to the City Manager, within ten (10) calendar days after the initial response of the department head is due. The Department Head again shall consider the grievance and shall respond in writing to the Union Steward within ten (10) calendar days.

Step 3. If the grievance still remains unadjusted it shall be presented in writing by the Union Steward and the UNION to the City Manager within ten (10) calendar days after

the response of the department head is due. The City Manager shall respond in writing to the Union Steward and UNION within ten (10) calendar days.

Step 4. If the grievance is still unsettled either party may, by written notice to the other, request arbitration.

- 5.2** By mutual written AGREEMENT the parties hereto may waive any step and extend any time limit in the above grievance procedure. However, failure to adhere to the above time limits may result in a forfeit of the grievance or, in the case of the EMPLOYER, may require mandatory adjustment of the grievance as outlined in the last statement by the Union Steward or UNION.
- 5.3 CHOICE OF REMEDY:** If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an EMPLOYEE who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 5 or a procedure such as: Civil Service or Veterans Preference. If appealed to any procedure other than Step 4 of Article 5, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 5. The aggrieved EMPLOYEE shall indicate in writing which procedure is to be utilized; Step 4 of Article 5 or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved EMPLOYEE from making a subsequent appeal through Step 4 of Article 5. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commissions, an EMPLOYEE pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 6 ARBITRATION

- 6.1** The City Manager and the UNION shall endeavor to select a mutually acceptable arbitrator to hear and decide a grievance which has reached Step 4 in the grievance procedure. If the City Manager and the UNION are unable to agree upon an arbitrator, they may request from the Minnesota Bureau of Mediation Services a list of five names, which names shall be from a larger list maintained by the Bureau and made up of qualified arbitrators having submitted an application therefore to the Bureau. The parties shall alternately strike names from this list, with the UNION striking the first name, until only one name remains. The remaining arbitrator then shall hear and decide the grievance.
- 6.2** The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted. The decision of the arbitrator shall be issued within ten (10) working days following the completion of testimony on the grievance.
- 6.3** The decision of the arbitrator shall be final and binding upon all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or violates the City Charter or ordinances or resolutions enacted pursuant thereto, or causes a penalty to be incurred thereunder. This decision shall be issued to the parties by the arbitrator and a copy thereof shall be filed with the Minnesota Bureau of Mediation Services.

- 6.4** Expenses for arbitration services and processing shall be borne equally by the EMPLOYER and the UNION. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made. Such party shall pay for this record and shall make copies available without charge to the other party and to the arbitrator. All time spent in the grievance procedure by either the EMPLOYEE or the Union Steward shall be during their off-duty hours, unless on-duty participation is approved in advance by the City Manager.

ARTICLE 7 SENIORITY

- 7.1** New EMPLOYEES shall be on a twelve-month probationary period. The EMPLOYER shall furnish to the UNION a Seniority List of the EMPLOYEES, based upon and showing their respective dates of hire. Annually the EMPLOYER shall add to this list any new EMPLOYEES hired during the year. EMPLOYEES shall be advanced to the next salary step upon satisfactory completion of the probationary period. If an EMPLOYEE is denied a salary progression because of unsatisfactory execution of duties, the City Manager shall explain in writing to the EMPLOYEE such unsatisfactory performance.
- 7.2** Promotions within the Public Works Department will go to the EMPLOYEE deemed to be best qualified for the position to be filled. Where possible, every consideration will be given to present EMPLOYEES of the Department.
- 7.3** If an EMPLOYEE was promoted to a non-union position and is demoted to their former union position, they shall accrue seniority as if they had been continually employed in their former union position.
- 7.4** In the event of a layoff within the UNION, seniority shall govern if ability and other qualifying factors as determined by the EMPLOYER are equal.

The last EMPLOYEE laid off shall be the first EMPLOYEE to be recalled to work, provided the EMPLOYEE immediately meets the qualifications to perform the work involved. No new EMPLOYEE shall be hired during the two-year period following the layoff unless the laid off EMPLOYEE does not immediately have the qualifications to perform the work involved.

- 7.5** The City will notify an EMPLOYEE on layoff to return to work by registered mail at the EMPLOYEE'S last recorded address. The EMPLOYEE must return to work within 10 calendar days following notice of recall in order to be eligible for reemployment. Recall rights shall cease two (2) years after an EMPLOYEE is laid off and thereupon such EMPLOYEE shall be deemed separated from employment and shall have no further recall rights.

ARTICLE 8 VACATION

8.1 EMPLOYEES will receive the following vacation leave, based upon their years of service with the City:

0 to 05 years of service	10 days	(6 2/3 hours/month)
06 to 11 years of service	16 days	(10 2/3 hours/month)
12 to 13 years of service	17 1/2 days	(11 2/3 hours/month)
14 to 15 years of service	19 days	(12 2/3 hours/month)
16 to 17 years of service	20 1/2 days	(13 2/3 hours/month)
18 to 19 years of service	21 days	(14 hours/month)
20 to 24 years of service	23 days	(15 1/3 hours/month)
25+ years of service	24 days	(16 hours/month)

8.2 EMPLOYEES who end employment with the EMPLOYER in good standing by resignation (meaning eligible for re-hire) or retirement will receive pay for their unused accrued vacation at 100%.

8.3 No more than 200 hours are allowed to be carried over into the following year.

ARTICLE 9 SICK LEAVE

9.1 Each EMPLOYEE will earn eight (8) hours per month sick leave, to a maximum of 960 hours. Hours earned over the maximum must be converted via the Sick Leave Credit Pay Plan and, in any event, no more than 960 hours can be carried forward to the next year. Sick leave will be paid at the EMPLOYEE'S pay level at the time of illness, and in cases of prolonged illness the EMPLOYEE may also use vacation time after accumulated sick leave has expired. While on sick leave, an EMPLOYEE shall continue to earn and accrue all benefits as fully employed and on duty.

9.2 Sick leave will be granted for personal illness, injury or legal quarantine of the EMPLOYEE or for critical illness in the EMPLOYEE'S immediate family (spouse, minor children and adult children (children include: biological, step, adopted, foster and grandchildren), siblings, parents, mother and father-in-law, grandparents and stepparents). At the discretion of the City Manager, a doctor's certificate may be required showing the nature and extent of any injury or illness.

9.3 EMPLOYEES are covered by Worker's Compensation, which covers injuries received on the job. The EMPLOYEE will be paid by the City with the difference between Workers' Compensation and the EMPLOYEE'S regular pay for a period not to exceed six months. The EMPLOYEE shall not lose sick leave for this type of injury. While on Workers' Compensation an EMPLOYEE shall continue to earn and accrue all benefits as fully employed and on duty.

9.4 Sick Leave Credit Pay Out Plan
EMPLOYEES, who leave employment (in good standing) may as of the date of separation, receive compensation for a percentage of their accrued sick leave to a Minnesota State Retirement System (MSRS) Post Employment Health Care Savings Plan. The percentages are calculated as follows:

- 25% of the sick leave hours between 0 to 720 hours
- 60% of the sick leave hours between 721 hours to 960 hours
- 85% of the sick leave hours between 961 hours to 1056 hours

ARTICLE 10 JURY DUTY, FUNERAL LEAVE AND LEAVES OF ABSENCE

- 10.1 Jury Duty.** If an EMPLOYEE is called for jury duty the EMPLOYEE will be excused from work during that period. The EMPLOYER will pay the difference from that pay received for jury duty and that received as regular salary. Mileage allowance shall not be considered or deducted from regular salary.
- 10.2 Military Duty.** If an EMPLOYEE is called into the military service, whether in the reserves or active duty, for the United States, the City's Personnel Policy, and State and Federal Laws pertaining to military leave shall apply.
- 10.3 Leaves of Absence With Pay.** EMPLOYEES required by the EMPLOYER to attend school, trainings or meetings will receive their normal pay and benefits during such school, trainings or meetings. EMPLOYEES will be provided other paid leave as required by law.
- 10.4 Leave of Absence Without Pay.** EMPLOYEES granted a leave of absence without pay will accrue no benefits while gone.
- 10.5 Funeral Leave.** In the event of the death of an EMPLOYEE'S immediate family member, EMPLOYEE will be granted up to three (3) days of funeral leave with pay, without the EMPLOYEE losing any benefit time earned. Immediate family shall be defined as spouse, parents, step-parents, children, step-children, brothers, sisters, grandparents, grandchildren, aunt, uncle or a like member of EMPLOYEE'S spouses' family, as well as any member of the EMPLOYEE'S immediate household when a close relationship exists and has been designated by the EMPLOYEE to the EMPLOYER in advance.

ARTICLE 11 HOLIDAYS

- 11.1** EMPLOYEES will receive twelve (12) holidays per year (96 holiday hours). These holidays are:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Good Friday*
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- 4-hours on Christmas Eve Afternoon
- Christmas Day
- 4-hours Floating Holiday (to be taken subject to EMPLOYER approval)

*In the event the State of Minnesota or the City Council declares Juneteenth as an official holiday in which state and city offices are closed, the Good Friday holiday shall be removed and replaced with Juneteenth.

- 11.2** For each holiday EMPLOYEES will receive the day off with pay, except as otherwise provided herein. When a holiday falls on Saturday EMPLOYEES will receive the preceding Friday off and when a holiday falls on Sunday EMPLOYEES will receive the

following Monday off. In the years when the Christmas Eve holiday (December 24) falls on a Friday, EMPLOYEES will observe the holiday on Friday and Christmas Day shall be treated as an 8-hour floating holiday.

ARTICLE 12 HOURS OF WORK AND FLEXTIME

- 12.1** The regular work day for EMPLOYEES shall be eight (8) hours, which will include thirty minutes of work relief periods. An additional thirty minutes each day will be allowed for meals, but shall not count as time worked. The regular work week for EMPLOYEES shall be forty (40) hours.
- 12.2** For hours worked outside of the regularly scheduled shift (prior to 6:00 A.M. and after 3:30 P.M.). EMPLOYEES shall receive \$5.00 pay per hour differential, now referred to Flextime, upon Supervisor's approval. Flextime allows EMPLOYEE to alter the start and end times of his/her work day around their normal schedule. Flextime does not reduce the total number of hours worked in a given week. This only applies when the hours are flexed and are not in addition to overtime if eligible.

ARTICLE 13 OVERTIME, CALL BACK AND PARK'S COMPENSATORY TIME

- 13.1** Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours worked in a seven (7) days period will be compensated at overtime at one and half times the EMPLOYEE'S regular base pay rate. To the extent possible all overtime will be distributed equally among those EMPLOYEES entitled to receive it.
- 13.2** Overtime will be paid for all call back work approved by their Supervisor. The minimum amount of call back pay shall be three hours at the one and half times the EMPLOYEE'S regular base pay rate.
- 13.3** Double time will be paid for all call back work on all City recognized Holidays (on the actual Holiday not the observed Holiday). The minimum amount of call back pay shall be three hours at double time the EMPLOYEE'S regular base pay rate.
- 13.4** In lieu of overtime pay, Park Department EMPLOYEES may opt for compensatory time off calculated at the specific overtime situation rate approved by their Supervisor.
- 13.5** To stay compliant with the regulations under Section 451 of the Internal Revenue Code- Constructive Receipt, Non-exempt EMPLOYEE'S unused compensatory time (maximum of 40 hours at any time) will be paid out at the end of every year.

ARTICLE 14 ROUTINE WEEKLY ON CALL DUTY

EMPLOYEES performing routine weekly on-call duties will be compensated ten (10) hours at their regular hourly base pay per week or ten (10) hours of compensatory actual time when they are assigned to routine weekly on-call duty.

The on-call week runs from Tuesday at 7:00 a.m. until the following Tuesday at 6:59 a.m.

EMPLOYEES who are assigned to routine weekly on-call duty during a City recognized Holiday week, shall receive an additional two (2) hours of actual time for compensation.

ARTICLE 15 WAGES

15.1 EXPENSES. Should an EMPLOYEE be required to use a private vehicle for City business, the EMPLOYEE will be paid mileage at the rate set by the Federal IRS for the current year for all EMPLOYEES, plus any necessary parking fees for the use of such vehicle. The EMPLOYER will pay an EMPLOYEE for all necessary meals, lodging and mileage for required attendance at meetings, conferences, training sessions and schools. The EMPLOYER will cover the cost of tuition and books for job related schools. If a school is held only during normal working hours and the course is approved by the EMPLOYER, EMPLOYEES shall be paid their normal rate of pay for attendance at the school.

15.2 WAGES.

		2022	2023	2024	2025
			3.00%	3.00%	3.00%
PSW-A.1	Entry-1 year	\$ 24.31	\$ 25.04	\$ 25.79	\$ 26.56
PSW-A.2	2nd year	\$ 25.88	\$ 26.66	\$ 27.46	\$ 28.28
PSW-B.1	3rd year	\$ 27.78	\$ 28.61	\$ 29.47	\$ 30.36
PSW-B.2	4th year	\$ 29.35	\$ 30.23	\$ 31.14	\$ 32.07
PSW-C.1	5th year	\$ 31.22	\$ 32.16	\$ 33.12	\$ 34.11
PSW-C.2	6th year	\$ 32.80	\$ 33.78	\$ 34.80	\$ 35.84
PSW-C.3	10th year		\$ 34.12	\$ 35.15	\$ 36.20
Dual PSW-A.1	Entry-1 year	\$ 26.84	\$ 27.65	\$ 28.47	\$ 29.33
Dual PSW-A.2	2nd year	\$ 28.57	\$ 29.43	\$ 30.31	\$ 31.22
Dual PSW-B.1	3rd year	\$ 30.67	\$ 31.59	\$ 32.54	\$ 33.51
Dual PSW-B.2	4th year	\$ 32.42	\$ 33.39	\$ 34.39	\$ 35.43
Dual PSW-C.1	5th year	\$ 34.52	\$ 35.56	\$ 36.62	\$ 37.72
Dual PSW-C.2	6th year	\$ 36.26	\$ 37.35	\$ 38.47	\$ 39.62
Dual PSW-C.3	10th year		\$ 37.72	\$ 38.85	\$ 40.02

		2022	2023		2024	2025
			New Scale	Wage	3.00%	3.00%
Lead PSW	Entry-1 year	\$ 36.16	Step 1	\$ 32.40	\$ 33.37	\$ 34.37
Lead PSW	2nd year	\$ 37.23	Step 2	\$ 34.82	\$ 35.87	\$ 36.94
Lead PSW	3rd year	\$ 38.35	Step 3*	\$ 37.24	\$ 38.36	\$ 39.51
			Step 4	\$ 38.37	\$ 39.52	\$ 40.71
			Step 5	\$ 39.50	\$ 40.69	\$ 41.91

*Employees already on the Lead Worker scale would not see any reductions to their compensation based on moving forward with the new pay scale. Employees in their first year under the 2022 wage scale will be moved to the 3rd step on January 1, 2023.

- 15.3** Advancement to the next step will occur at the next regular pay period following satisfactory completion of the time of service requirement and achievement of minimum qualifications (see Appendix A).

All EMPLOYEES classified as Public Service Workers will be eligible to move to the top of the range based on satisfactory performance (EMPLOYER will determine as to whether performance was satisfactory and EMPLOYER'S determinations may be processed as a grievance but cannot be brought to arbitration) and achievement of the minimum qualifications. Once the EMPLOYEE has achieved the top step the EMPLOYEE must maintain satisfactory performance (EMPLOYER will determine whether performance was satisfactory and EMPLOYER'S determinations may be processed as a grievance but may not be brought to arbitration) in order to stay at that level.

- 15.4** At such time as the EMPLOYER specifically assigns an EMPLOYEE to work out of class as a lead worker or foreman temporarily, the EMPLOYER will pay during that assignment 10% additional per hour differential pay above the pay rate that EMPLOYEE is assigned to in the contract. This extra compensation will end at such time as the EMPLOYER reassigns that EMPLOYEE to the original classification.

ARTICLE 16 INSURANCE

- 16.1** The EMPLOYER will offer each EMPLOYEE the same medical and life insurance benefits which are offered to other City employees.
- 16.2** An EMPLOYEE who is on an approved unpaid leave of absence that is not covered under the Family and Medical Leave Act of 1993 shall be eligible to continue participation in the EMPLOYER group medical insurance plan during the unpaid leave of absence provided the EMPLOYEE pays the full premium for coverage with no contribution from the EMPLOYER.
- 16.3** Health Insurance premiums are determined by the EMPLOYER'S LOGIS Group Insurance, along with Gallagher (LOGIS' designated advisor). Based on the EMPLOYER'S previous years' experience and ongoing claims will determine the LOGIS "bank" that the EMPLOYER will move to and what percentage increase it will be which is presented to EMPLOYEES at the EMPLOYER'S annual Open Enrollment meeting. If the proposed monthly premium rate increase is more than 15%, the UNION may re-open the contract.

Full single coverage shall be paid 100% by the EMPLOYER and the EMPLOYER will deposit \$250.00 per month in the Health Savings Account (HSA) of single coverage EMPLOYEES.

- 16.4** Effective February 1, or March 1, 2012, the EMPLOYER offered and will continue to offer a dental insurance plan for EMPLOYEES and their families subject to the terms of the dental insurance policy. The EMPLOYER contribution toward the premium cost for dental insurance for the EMPLOYEE and family will be subject to the EMPLOYER'S insurance contribution as set forth in Section 16.3 above, and any additional cost shall be at the EMPLOYEE'S expense through payroll deduction.

ARTICLE 17 ALLOWANCES

- 17.1 UNIFORM ALLOWANCE.** Each calendar year the EMPLOYER will provide the EMPLOYEE up to \$367.00 for work clothing and uniforms. Qualifying work clothing may include, but is not limited to: pants/jeans, shirts, jacket, sweatshirts, insulated coverall or bib/jacket combination, etc. EMPLOYEES are responsible for laundering and maintenance of all work clothing and uniforms. The EMPLOYER will provide the EMPLOYEE up to \$200 each calendar year for the purchase of ANSI certified foot wear.

Any other safety related equipment required by federal, state, or local rules and regulations shall be the responsibility of the EMPLOYER to purchase and provide such items including but not limited to safety vests, safety masks, and safety harnesses.

- 17.2 CELL PHONE ALLOWANCE.** EMPLOYEES who regularly utilize their cell phones for communication and/or are required to utilize their cell phone for accessing email and timekeeping software will be compensated with a \$10 per month cell phone allowance. EMPLOYEES who receive this allowance must be accessible via their cell phone during work hours and/or be available for emergency response or consultation as needed. Employees are expected to keep their cell phone turned on during times agreed upon and comply with the City's Technology Policy.

ARTICLE 18 SEASONAL AND TEMPORARY PUBLIC SERVICE WORKERS

- 18.1** Seasonal and Temporary Public Service Workers will be paid at a rate to be determined by the EMPLOYER which will not be below the rate for student workers and will not exceed the rate of a Public Service Worker at the top scale.
- 18.2** Seasonal and Temporary Public Services Workers who are hired to work for forty (40) hours Monday through Friday will receive holiday pay at their normal straight time rates for holidays, provided they work the full work week in which the holiday falls. Seasonal and Temporary Public Services Workers will not be eligible for any other benefits under this AGREEMENT.

ARTICLE 19 SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States and the State of Minnesota. In the event any provision of the AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect.

ARTICLE 20 DURATION

This AGREEMENT shall be effective January 1, 2023 and shall continue in full force and effect until December 31, 2025.

THIS AGREEMENT is executed and signed by the parties hereto through the lawfully designated officers pursuant to the authority of the governing body of the City of Wayzata and pursuant to the authorization of the American Federation of State, County and Municipal Employees, Council No. 5, Local 224 on this ____ day of _____, 2022

IN THE PRESENCE OF:

By: _____
Witness

By: _____
Witness

FOR THE CITY OF WAYZATA:

By: _____
Mayor Johanna Mouton

By: _____
City Manager Jeffrey Dahl

**FOR AMERICAN FEDERATION OF STATE, COUNTY, and MUNICIPAL EMPLOYEES,
COUNCIL NO. 5, LOCAL 224**

By: _____
AFSCME Representative

By: _____
UNION Steward

By: _____
UNION President

By: _____
West Team Director

APPENDIX A

PUBLIC WORKS MAINTENANCE MINIMUM REQUIREMENTS

Public Service Worker Level A

- High School Diploma, GED or equivalent
- Valid Minnesota Class B Driver's License
- Ability to read, understand, and follow written and oral instructions, including safety rules.
- Ability to meet the physical demands of the job including but not limited to lifting, bending, climbing, reaching overhead, pushing and pulling.
- Ability to perform job responsibilities in climatic extremes.
- Ability to work in a cooperative manner as a member of a crew or team.
- Ability to perform routine repair and maintenance tasks in one or more of the following sections: Streets, Parks, Sewer & Water.

Public Service Worker Level B

- Meets or exceeds all the minimum requirements of Public Service Worker Level A.
- Completion of two (2) years of experience at Level A
- Minnesota Class B Driver's License or appropriate Commercial Driver's License
- Successful completion of all applicable City safety and hazardous materials training
- Demonstrated ability in the repair of small engines and of routine vehicle maintenance

CERTIFICATION:

- **Street Worker:** Ability to use non-motorized and small engine type of equipment in areas of job responsibilities
- **Park Worker:** When required by the Department Head, Minnesota Non-Commercial Pesticide/Herbicide Applicator License/Certificate
- **Sewer Worker:** Class S-D Waste Water Operator's Certificate
- **Water Worker:** Class D Water Supply System Operator's Certificate

Public Service Worker Level C

- Meets or exceeds all the minimum requirements for Public Service Worker Level B
- Completion of two (2) years of experience at Level B
- Ability to work with minimum amount of on-site supervision

Enrollment in a Public Works Certificate Program or other program related to public works maintenance offered by a technical college or community college. **Successful completion of:**

16 credits in such a public works maintenance program plus, another 8 credits or 8 CEUs in programs directly job related. (24 total) In-service training, college credits and/or CEUs may be substituted for the 16 credits at the discretion of management.

CREDIT is a credit that is a component of a program of instruction leading towards a diploma or degree.

C E U is unit of measurement of instruction. One CEU is equal to 10 hours of instruction. CEUs are used for courses that stand alone and are not part of a diploma or degree program.

CERTIFICATION: (In service training, college credits and/or CEUs may be substituted for the public works maintenance program at the discretion of management.)

Street Worker: Successful completion of course work in a public works maintenance program (16 credits), plus in-service training, or certification in one (1) or more areas including but not limited to the following areas: bituminous technology and repair, light equipment operation, tree trimming, traffic control, asphalt testing, pavement marking, snow removal, construction, concrete finishing, and surveying.

Park Worker: In addition to Minnesota Non-commercial Pesticide/Herbicide Applicator License/Certificate when required by the Department Head, successful completion of course work in a public works maintenance program (12 credits) plus, in-service training, or certification in one (1) or more areas including but not limited to the following: landscaping, irrigation, entomology, forestry, turf maintenance, building maintenance and construction, concrete finishing, and surveying.

Sewer Worker: Class S-C Waste Water Operator's Certificate plus, in-service training, or certification in one (1) or more areas including but not limited to the following: irrigation, building maintenance and construction, concrete finishing, surveying, electronics or basic electrical skills.

Water Worker: Class C Water Supply System Operator's Certificate plus, in-service training, or certification in one (1) or more areas including but not limited to the following: irrigation, building maintenance and construction, concrete finishing, surveying, electronics or basic electrical skills.

All EMPLOYEES are encouraged to cross train and earn their credits in the list of subjects in an adjacent division once they have met the minimums in the home base division.

Public Service Lead Worker for Streets, Fleet, Park and Utilities Departments

- Must have a valid Minnesota Class B Commercial Driver's License with tanker and air brake endorsements.
- Must be a current full-time City of Wayzata Public Service Worker in good standing for at least three full years.
- Must be able to perform the essential functions of the job without unreasonable physical restrictions.
- Previous experience/informal training in the supervision of department operations and workers when assigned.
- Any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the lead worker position may be considered.

APPENDIX B
SENIORITY LIST

<u>EMPLOYEE Name</u>	<u>Job Title</u>	<u>Date of Hire</u>
Kurt Klapprich	Lead Parks	03/18/1985
Kurt Radermacher	PSW Utilities	04/04/1993
Jason Schmieg	Lead Streets	01/10/2000
Bart Kusske	Lead Fleet	02/28/2000
Wyatt Schrupp	Lead Utilities	06/18/2001
Al Montague	PSW Utilities	04/03/2006
Ryan Anderson	PSW Streets	06/11/2008
Troy Hoefker	PSW Dual-Parks/Bldg Maintenance	12/03/2015
Bennett Myhran	PSW Parks	04/04/2016
Brian Salonek	PSW Streets	01/02/2018
Karl Roiseland	PSW Parks	02/26/2018
Quinton Dornisch	PSW Parks	03/29/2021
Casey Staniger	PSW Utilities	07/09/2021
Tim Gallagher	PSW Parks	10/03/2022
Jordan Schwarz	PSW Parks	10/11/2022

MEMORANDUM OF UNDERSTANDING

DATE: January 11, 2013

To: Wayzata Local No. 224 - AFSCME

From: Heidi Nelson, City Manger

Subject: Memorandum of Understanding Regarding Labor Management Committee

As a part of the 2013 AFSCME Local No. 224 contract negotiations, the establishment of a Labor Management Committee was discussed. The UNION desires to have input and information regarding the City's benefits programs. The City recognizes the value of input from EMPLOYEES in developing benefits programs and agrees to create a Labor Management Committee for the purposes of providing information about benefits options and receive input about benefits from the Labor Management Committee. The AFSCME membership will have representation on the Committee to be formed in 2013.



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 8.h
TITLE: Approval of 2023-2025 Union Contract with LELS Local No.37	
PROPOSED MOTION: To Approve the 2023-2025 Police Union Contract with Law Enforcement Labor Services (LELS) Local No. 37	
PREPARED BY: Aurora Yager, Deputy City Manager	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the 2023-2025 Union Contract with LELS Local No. 37 as presented.

FINANCIAL OR BUDGET CONSIDERATION:

The 3% cost of living adjustment (COLA), market adjustments, and other contract provisions have already been incorporated into the 2023 Budget.

BACKGROUND:

Staff has been in negotiation with LELS for the last six months in order to come to terms on a three-year contract. LELS represents all police officers and is one of three collective bargaining units of the City---Public Works, Police Officers, Police Sergeants The City Council reviewed the following highlights of the draft contract at its November 1 workshop:

- Three-year term from 2023-2025
- Annual COLA increase of 3%
- One-time market adjustment with an average increase of 6%
- Addition of a longevity step for 15 years of service
- Updates to Field Training Officer pay to increase the pay by \$125 per month, but limit the time it can be paid out.
- Increase in School Resource Officer pay by \$25 per month
- Inclusion of K-9 handler compensation and scheduling requirements
- Including provisions to clarify how Scheduled Time Off and Floating Holidays are used
- Language to switch the Good Friday holiday to Juneteenth if that holiday is adopted by the State or City Council
- Various legal updates and contract clarifications/cleanup

ATTACHMENTS:

1. 2023-2025 LELS Contract



2023, 2024 & 2025

LABOR AGREEMENT

BETWEEN

THE CITY OF WAYZATA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 37

Amended November 15, 2022

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ARTICLE 1 PURPOSE

This Agreement is hereby made and entered into between the City of Wayzata, a municipal corporation, hereinafter called the EMPLOYER and Law Enforcement Labor Services, Inc. (LELS), Local No. 37, hereinafter called the UNION. It is the purpose and intent of this Agreement to express in written form the agreement of the parties hereto regarding terms and conditions of employment in the Wayzata Police Department.

ARTICLE 2 UNION RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative in a unit defined as all essential employees of the City of Wayzata Police Department, Wayzata, Minnesota, who are public employees within the meaning of Minnesota Statutes §179A.03, Subd. 14, excluding supervisory and confidential employees.

ARTICLE 3 DEFINITIONS

- **EMPLOYER:** The City of Wayzata
- **EMPLOYEE:** A member of the exclusively recognized bargaining unit
- **GRIEVANCE:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement
- **POLICE CHIEF:** The Police Chief of the City of Wayzata Police Department
- **SENIORITY:** A full-time Employee's length of continuous service with the Employer since Employee last hiring date. The last hiring date shall mean the date upon which an employee first reported for work at the direction of the Employer, since which Employee has not quit, retired, been transferred outside the Union or been discharged
- **UNION:** Law Enforcement Labor Services, Inc., Local No. 37 (LELS)
- **UNION STEWARD:** An employee, (up to two), appointed by LELS

ARTICLE 4 UNION SECURITY

- 4.1 The UNION will be allowed reasonable visitation by UNION representatives for the purpose of signing up new members and processing grievances.
- 4.2 The EMPLOYER agrees to allow the UNION to place a bulletin board in an approved location for the purpose of posting official notices and bulletins. The bargaining unit agrees that it will enforce the following: Items which reflect negatively on the UNION, EMPLOYEES or the City of Wayzata shall not be posted. All posted materials must be approved by a UNION representative. The EMPLOYER shall not be responsible for any materials posted on the bulletin board.
- 4.3 The EMPLOYER shall deduct per pay period an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all EMPLOYEES authorizing, in writing, such deduction on a form designated and furnished by the UNION.
- 4.4 The UNION shall confirm to the EMPLOYER, in writing, the current amount of regular dues to be withheld as authorized by law. Should an employee wish to stop the deduction of Union dues the EMPLOYEE shall notify the EMPLOYER in writing of such intention at least five (5) working days prior to the effective date of the termination.

- 4.5 The UNION may designate up to two EMPLOYEES from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of Steward and/or alternate.

ARTICLE 5 EMPLOYER AUTHORITY AND SECURITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all personnel decisions, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 The Union and its members agree that during the life of this Agreement, they will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of, or interference with, the normal functions of the EMPLOYER. Violations of this Article shall be grounds for disciplinary action and up to including discharge

ARTICLE 6 DISCIPLINE

- 6.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- A. oral reprimand;
 - B. written reprimand;
 - C. suspension without pay;
 - D. demotion; or
 - E. discharge.

Suspensions, demotions, and discharges will be in written form. An EMPLOYEE to be discharged shall first be suspended without pay for five days prior to the discharge taking effect.

- 6.2 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an EMPLOYEE'S personnel file shall be read and acknowledged by signature of the EMPLOYEE. The EMPLOYEE involved and the Union Steward will receive copies of any such reprimand and/or notice. EMPLOYEES may examine their individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 6.3 Grievances relating to this Article may be initiated by the Union as described in Article 7.3 of this AGREEMENT.

ARTICLE 7 GRIEVANCE PROCEDURE

- 7.1 Union Representatives: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such Union Representatives and of their successors.
- 7.2 Processing of a Grievance: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished

during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved EMPLOYEE and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal work hours provided that the EMPLOYEE and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.3 Procedure: Grievances shall be resolved in conformance with the following procedure:

Step 1: An EMPLOYEE claiming a violation concerning the interpretation or application of the Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The supervisor will discuss the grievance and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. To appeal a grievance not resolved in Step 1 to Step 2, the UNION must set forth in writing the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. This written appeal to Step 2 must be presented to the EMPLOYER within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed by the UNION in writing to Step 2 within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the UNION and discussed with the Chief of Police. The Chief of Police shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Chief of Police's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the UNION and discussed with the City Manager or designated representative. The City Manager shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Minnesota Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Minnesota Public Employment Relations Board.

7.4 Arbitrator's Authority: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER

and the UNION and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

- 7.5 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time EMPLOYER limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.
- 7.6 CHOICE OF REMEDY: If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an EMPLOYEE who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as: Equal Opportunity Commission (EEOC), Civil Service, and Veteran's Preference. If appealed to any procedure other than Step 4 of Article 7 the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized; Step 4 of Article 7 or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 8 SENIORITY

- 8.1 Seniority, for the purposes of this Article, shall be determined by an EMPLOYEE'S length of continuous employment with the Wayzata Police Department. A seniority roster will be maintained by the Police Chief showing for each EMPLOYEE date of hire, time in grade and time within specific classifications.

- 8.2 Newly hired or rehired, EMPLOYEES will be on a twelve-month probationary period. During the probationary period a newly hired or rehired EMPLOYEE may be discharged at the sole discretion of the City.
- 8.3 When a reduction in the work force becomes necessary, the EMPLOYEE with the least seniority shall be laid off first. The last EMPLOYEE laid off shall be the first to be recalled for work. No new EMPLOYEES shall be hired during the two years following layoff of the affected EMPLOYEES until the layoff list has been exhausted.
- 8.4 Transfers, job classification assignments and promotions shall be made on the basis of past job performance and ability.

ARTICLE 9 VACATION

- 9.1 EMPLOYEES shall receive the following paid vacation leave, based upon the EMPLOYEE'S years of employment with the EMPLOYER:
- | | |
|--------------------------|------------------------------------|
| 0-5 years of service- | 80 hours (6-2/3 hours per month) |
| 6-11 years of service - | 128 hours (10-2/3 hours per month) |
| 12-13 years of service - | 140 hours (11-2/3 hours per month) |
| 14-15 years of service - | 152 hours (12-2/3 hours per month) |
| 16-17 years of service - | 164 hours (13-2/3 hours per month) |
| 18-19 years of service - | 168 hours (14 hours per month) |
| 20-24 years of service - | 184 hours (15-1/3 hours per month) |
| 25+ years of service - | 192 hours (16 hours per month) |
- 9.2 First preference for vacation leave and days off on Independence Day, Thanksgiving, Christmas and New Year's Day will be given to those EMPLOYEES having worked the same day in the preceding year(s). All other vacation leave shall be allocated for a specific period of time to that employee first requesting it.
- 9.3 At the end of the EMPLOYEE'S anniversary month of hire, EMPLOYEES shall only be allowed to carry over a maximum bank of 200 hours of unused vacation unless the EMPLOYEE has been denied a requested vacation during the previous 12-month period. If this occurs, the EMPLOYEE'S accrued unused vacation time may exceed the 200 hour maximum by the amount of vacation denied for a period of six months beyond their anniversary month of hire.

ARTICLE 10 SICK LEAVE

- 10.1 Each EMPLOYEE will earn 8 hours per month sick leave, to a maximum of 960 hours. Sick leave will be paid at the EMPLOYEE'S pay level at the time of illness, and in cases of prolonged illness the EMPLOYEE may also use vacation time after accumulated sick leave has expired. While on sick leave an EMPLOYEE shall continue to earn and accrue all benefits as fully employed and on duty.
- 10.2 Sick leave will be granted for personal illness, injury or legal quarantine of the EMPLOYEE or the employee's immediate family including spouse, minor and adult children (includes biological, step, adopted, foster, or grandchildren) biological and step siblings, parents and step parents, mother and father-in-law, grandparents, and significant others/domestic relationship (an individual living with employee and share a common domestic life but who is not legally married to the employee). At the discretion

of the City Manager, a doctor's certificate may be required showing the nature and extent of any injury or illness.

- 10.3 Sick Leave Credit Pay Plan: Employees who leave employment voluntarily, resign, retire or who are terminated for reasons other than just cause shall as of the date of separation receive compensation for their sick leave in accordance to the following schedule to a Post Employment Health Care Savings Plan administered by the Minnesota State Retirement System (MSRS):

0-720 hours at a per hour compensation rate of 25% of the regular hourly rate of pay;

721-960 hours at a per hour compensation rate of 60% of the regular hourly rate of pay;

961-1056 hours at a per hour compensation rate of 85% of the regular hourly rate of pay

- 10.4 At the end of each year, EMPLOYEES with an accumulation of sick leave in excess of 960 hours will have the hours in excess of 960 hours converted at a per hour compensation rate of 85% to a Post Employment Health Care Savings Plan administered by the Minnesota State Retirement System (MSRS).

ARTICLE 11 SCHEDULED TIME OFF

- 11.1 EMPLOYEES working on the twelve-hour shift model who are scheduled to exceed the 2080 hour normal work year will have Scheduled Time Off (STO) to comply with the 2080 hour standard.
- 11.2 Usage of STO is at the discretion of the EMPLOYEE subject to approval by their Supervisor.
- 11.3 EMPLOYEES who leave employment with the City and have used more STO hours than they have accrued at the time of separation will owe the City for any hours used but not yet accrued. These hours owed will be deducted from the EMPLOYEE'S final paycheck.

ARTICLE 12 OFF DUTY EMPLOYMENT

All off-duty work must be approved in advance by either the Police Chief or the City Manager. Such work may be denied if it might adversely affect an EMPLOYEE'S on-the-job performance or if it might adversely reflect upon the department or the EMPLOYER.

ARTICLE 13 INJURED ON DUTY

EMPLOYEES are covered by Workers' Compensation, which covers injuries received on the job. The EMPLOYEE will be paid by the EMPLOYER the difference between Workers' Compensation and the EMPLOYEE'S regular pay up to one year per injury. The EMPLOYEE shall not lose sick leave for this type of injury. While on Workers' Compensation an EMPLOYEE shall continue to earn and accrue all benefits as fully employed and on duty. EMPLOYEE agrees to submit to a medical examination by a qualified physician to verify EMPLOYEE'S inability and/or continued inability to work. The EMPLOYER agrees to pay the cost of such examination.

ARTICLE 14 JURY DUTY, FUNERAL LEAVE AND SPECIAL LEAVES OF ABSENCES

- 14.1 Jury Duty: If an EMPLOYEE is called for jury duty the EMPLOYEE will be excused from work during that period. The EMPLOYER will pay the difference from that pay received

for jury duty and that received as regular salary. Mileage allowance shall not be considered or deducted from regular salary.

- 14.2 Funeral Leave: In the event of the death of an EMPLOYEE'S immediate family member, the EMPLOYEE will be granted up to three (3) shift days of emergency leave with pay. Immediate family shall be defined as spouse, parents, step-parents, children, step-children, brothers, sisters, grandparents, grandchildren, aunt, uncle or a like member of employee's spouses' family, as well as any member of the EMPLOYEE'S immediate household when a close relationship exists and has been designated by the EMPLOYEE to the EMPLOYER in advance. Additional emergency leave with pay may be granted at the sole discretion of the Police Chief. For the purpose of this provision the term "emergency leave with pay" shall mean sick leave.
- 14.3 Special Leaves of Absences: Family medical leave, parental leave, military leave and other statutory leaves shall be administered as per the applicable sections of the EMPLOYER'S current Personnel Policy.

ARTICLE 15 HOLIDAYS

- 15.1 EMPLOYEES shall receive 96 holiday hours that represent the twelve (12) holidays listed below. EMPLOYEES hired after the first of the year will receive holiday hours equivalent to the City observed holidays remaining for the year. All holiday hours shall be considered floating holidays that may be used at the discretion of the EMPLOYEES subject to approval by their Supervisor.

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday*
Easter
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Eve
Christmas Day

*In the event the State of Minnesota or the City Council declares Juneteenth as an official holiday in which state and city offices are closed, the Good Friday holiday shall be removed and replaced with Juneteenth.

- 15.2 Holiday's Overtime: EMPLOYEES scheduled to work on holidays listed below shall receive overtime pay at one and one-half times the EMPLOYEE'S regular base pay rate.

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday*
Easter
Memorial Day

Labor Day
Veterans' Day
Christmas Eve

*In the event the State of Minnesota or the City Council declares Juneteenth as an official holiday in which state and city offices are closed, the Good Friday holiday shall be removed and replaced with Juneteenth.

- 15.3 Holiday's Double time: EMPLOYEES who work on the holidays listed below shall receive overtime pay at two times the EMPLOYEE'S regular base pay rate.

Independence Day
Thanksgiving
Christmas Day

- 15.4 Any holiday leave not used on or before December 31 of each year will be deemed forfeited and shall not carry over into the next calendar year.

- 15.5 EMPLOYEES hired after July 1 may be allowed to carry over a prorated amount of floating holiday hours into the next year. The amount of permitted carry over will be determined upon the EMPLOYEE'S completion of FTO. If warranted, the EMPLOYEE'S supervisor shall submit the amount of permitted carry over Floating Holiday hours to HR before December 31 to be used before the end of the following year.

- 15.6 EMPLOYEES who leave employment with the City and have used more floating holiday hours than actual holidays have occurred at the time of separation will owe the City for any hours used for holidays that have not yet occurred. These hours owed will be deducted from the EMPLOYEE'S final paycheck.

ARTICLE 16 HOURS OF WORK AND OVERTIME

- 16.1 The regular scheduled work day for employees shall be no less than eight (8) hours and no more than twelve (12) hours depending on type of schedule. The normal work year is 2,080 hours and to be accounted for by each EMPLOYEE through:
- hours worked on assigned shifts;
 - holidays;
 - assigned training;
 - authorized leave time
- 16.2 The Police Chief is responsible to ensure that the shift schedule throughout the work year equals 2080 hours. It is understood that the EMPLOYEE shall continue to have the opportunity to release this obligation through the EMPLOYEE'S participation in departmental training activities outside of the EMPLOYEE'S normal working hours. All hours remaining which are not charged to training shall be assigned to the EMPLOYEE by the Police Chief or designee for regular police duties. The Police Chief or designee shall maintain individual time records for each EMPLOYEE to ensure that the intent of this section is met and submit to Human Resources on January 1st of every year.

- 16.3 Overtime shall be at the rate of time and one-half and defined as all hours worked in excess of the EMPLOYEE'S regularly scheduled shift, eight consecutive work days, in excess of the average work week, or 2,080 hours in any calendar year.
- 16.4 The Police Chief or designee shall post all shift schedules five days or more in advance. All shifts projected to fall below minimum staffing requirements shall be filled without the use of overtime whenever practical. However, when a shift becomes available within a five-day period and is to be filled by overtime it shall be offered in the following order:
1. As equally as practicable to EMPLOYEES
 2. If a shift is not filled by an EMPLOYEE, the shift will be offered to a Sergeant
 3. If still not filled, then required to be split as equally as possible between the EMPLOYEES scheduled to work both adjoining shifts.
- 16.5 Overtime shifts available more than 5 days out will be distributed as equally as practicable. For the purposes of scheduling, this section shall apply to available shifts within the patrol division and contractual overtime.
- 16.6 Overtime refused by EMPLOYEES will for record purposes under Section 16.5, be considered as unpaid overtime offered for tracking purposes.
- 16.7 Overtime will be calculated to the nearest fifteen (15) minutes.
- 16.8 All EMPLOYEES will be allowed thirty minutes of work relief periods for each four (4) hours worked, which shall include coffee breaks and meals. This will be taken when affordable during such an EMPLOYEE'S regular tour of duty.
- 16.9 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 16.10 Overtime shall be paid in the pay period it is earned.

ARTICLE 17 CALL BACK

Any EMPLOYEE called back to work at a time other than their normal regularly scheduled shift shall be paid for a minimum of three (3) hours at time and one-half the EMPLOYEE'S regular rate of pay. An extension or early report to a regularly schedule shift for duty does not qualify the employee for the three (3) hours minimum.

ARTICLE 18 STANDBY

EMPLOYEES required to be on call or on standby shall receive one-half hour's pay for each hour.

ARTICLE 19 COURT TIME

- 19.1 A minimum of three (3) hours overtime will be paid for court time while an EMPLOYEE is off-duty. All court time in excess of three (3) hours also will be paid at the overtime rate. The term "court time" shall include all time between the time at which such an EMPLOYEE is directed to appear and the time at which the employee is released by the attorney ordering the EMPLOYEE'S appearance. This shall include all recesses and lunch periods during which an EMPLOYEE is not permitted to return to the employee's normal activities.

- 19.2 An EMPLOYEE will be paid mileage in an amount established annually for all City employees by the Federal IRS mileage rate per mile from home and back for a job related court appearance outside of Wayzata but within the Twin Cities area. An EMPLOYEE will be reimbursed for necessary parking fees and meals while attending court. If an EMPLOYEE is required by the EMPLOYER to attend court outside the Twin Cities area, the EMPLOYEE will be reimbursed for all necessary expenses connected therewith, including lodging.
- 19.3 Court Cancellation Pay: An EMPLOYEE who is scheduled to testify in court during off-duty time, but the court appearance is subsequently cancelled within less than 24 hours prior to the court appearance date and time, shall be paid three (3) hours pay at the EMPLOYEE'S base rate of pay. If the court appearance is canceled more than 24 hours in advance of the scheduled court appearance, the EMPLOYEE shall not receive any payment. The EMPLOYEE shall be responsible for contacting the City or County Attorney's office more than 24 hours before the court appearance date to verify the court appearance. Failure of the EMPLOYEE to verify the court appearance shall result in the loss of any payment pursuant to this section.

ARTICLE 20 UNIFORMS

The EMPLOYER will buy police EMPLOYEES all necessary uniforms, and civilian clothes for Investigator, including approved foot wear, as well as equipment and replacements.

An EMPLOYEE assigned to Investigation may purchase required clothing and equipment not to exceed \$1,100 for the two-year assignment. These purchases shall be reimbursed or charged directly to the EMPLOYER. Refusal to purchase any needed replacements shall be subject to the grievance procedure. Standard and seasonal changes will be posted in the squad room at City Hall.

ARTICLE 21 WAGES

- 21.1 EMPLOYEES will receive a one-time market adjustment in 2023 and 3.0% COLA increase for 2023, 2024 and 2025

	2023		2024	2025
	Market Adjustment	3%	3%	3%
Police Officer - Step 1	\$31.33	\$32.30	\$33.27	\$34.27
Police Officer - Step 2	\$34.00	\$35.02	\$36.07	\$37.15
Police Officer - Step 3	\$36.75	\$37.85	\$38.99	\$40.16
Police Officer - Step 4	\$39.50	\$40.69	\$41.91	\$43.16
Police Officer - Step 5	\$42.25	\$43.52	\$44.82	\$46.17
	2023		2024	2025
Longevity Pay	Market Adjustment	3%	3%	3%
10 Years	\$42.92	\$44.25	\$45.58	\$46.94
15 Years	\$44.86	\$46.25	\$47.64	\$49.07

- 21.2 Specialty Pay: An EMPLOYEE assigned to *Firearms/Use of Force Instructor* duties by the Police Chief shall be paid a differential of \$125.00 per month above their regular hourly rate of pay. There can be no more than three (3) Firearms/Use of Force Instructor at one time.
- 21.3 An EMPLOYEE assigned to *Field Training Officer (FTO)* duties by the Police Chief shall be paid a differential of \$250.00 per month above their regular hourly rate of pay for no less than 90 days from being assigned to FTO duties for a trainee.
- 21.4 An EMPLOYEE assigned to *School Resource Officer* duties by the Police Chief shall be paid a differential of \$250.00 per month above their regular hourly rate of pay when performing SRO duties or that amount prorated for less than a full month. There can be no more than one employee assigned with this duty at one time.
- 21.5 An EMPLOYEE assigned to *Investigation* duties by the Police Chief shall be paid a differential of \$250.00 per month above their regular hourly rate of pay when performing Investigation duties or that amount prorated for less than a full month. There can be no more than two (2) employees assigned with this duty at one time.
- 21.6 An EMPLOYEE assigned to K-9 Handler duties by the Police Chief shall be assigned for the useful life of a service dog unless otherwise assigned by the Employer. The useful life of a service dog shall be determined at the discretion of the Employer.

A K-9 Handler shall receive one (1) hour of paid time off per shift scheduled to work for the daily care, training and feeding of the service dog, including shifts covered by using annual leave benefits such as sick, vacation, and floating holiday. The paid time off shall be included as part of the K-9 Handler's regularly worked scheduled shift hours. (e.g., a 12-hour shift would include one hour of paid time off under this section, and 11 hours of scheduled time.) If a K-9 Handler works a partial shift this method of compensating for the care of the service dog will be in effect.

A K-9 Handler shall receive one (1) hour of pay at the officer's overtime rate for each day not scheduled to work for the care, training and feeding of the service dog. This includes full shifts off where STO is used.

The K-9 Handler shall not receive one (1) hour of overtime for any days the K-9 handler is using annual leave benefits to cover their shift or when the dog is not under the K-9 Handler's custody, care and control.

Any additional time required for the care or training of the service dog must be approved in advance.

The K-9 handler will not receive K-9 compensation when the K-9 is not in their care (being boarded.) If the K-9 is need of being boarded, due to the K-9 handler being on a City approved vacation or medical leave, all boarding costs will be the responsibility of the City.

- 21.7 Expenses: Should an EMPLOYEE be required to use a private vehicle for City business, including court appearances, the EMPLOYEE will be paid mileage at the rate set by the Federal IRS mileage rate for the current year. Mileage will be paid from either the

EMPLOYEE'S home or City Hall, whichever is applicable in the given instance. The EMPLOYER will pay an EMPLOYEE for all necessary meals, boarding and mileage for required attendance at meetings, conferences, training sessions and schools with the approved form submitted to the Finance Department.

ARTICLE 22 EDUCATION REIMBURSEMENT

All EMPLOYEES will be eligible for education/tuition reimbursement per the City's Education/Tuition Reimbursement Policy (attached as Appendix A.)

ARTICLE 23 INSURANCE

- 23.1 The EMPLOYER will offer EMPLOYEE the same medical and life insurance benefits which are offered to other City EMPLOYEES. In addition, EMPLOYEES will be covered by false arrest insurance paid for by the EMPLOYER, which shall include legal counsel for civil and criminal action when an officer is legally acting in the course of the EMPLOYEE'S duties.
- 23.2 An EMPLOYEE who is on an approved unpaid leave of absence that is not covered under the Family and Medical Leave Act of 1993 shall be eligible to continue participation in the EMPLOYER group medical insurance plan during the unpaid leave of absence provided that the EMPLOYEE pays the full premium for coverage with no contribution from the EMPLOYER.
- 23.3 Health Insurance premiums are determined by the EMPLOYER'S LOGIS Group Insurance, along with Gallagher (LOGIS' designated advisor). The EMPLOYER'S previous years' experience and ongoing claims will determine the LOGIS "bank" that the EMPLOYER will move to and what percentage increase it will be. This information will be presented at the EMPLOYER'S annual Open Enrollment for 2023, 2024 and 2025.
- 23.4 Full single health insurance coverage shall be paid by the EMPLOYER and the EMPLOYER will deposit \$250.00 per month in the HSA account of single health insurance coverage employees.
- 23.5 The EMPLOYER also provides a basic life insurance policy of \$15,000. Additional life insurance may be added at the EMPLOYEE'S expense.
- 23.6 The EMPLOYER offered a dental insurance plan for EMPLOYEE and their families subject to the terms of the insurance policy. The EMPLOYER'S contribution toward the dental premium cost for the EMPLOYEE and family will be subject to the EMPLOYER'S insurance contribution as set forth in Section 23.3 above. Any additional cost shall be at the EMPLOYEE'S expense through payroll deduction.

ARTICLE 24 FITNESS/GYM MEMBERSHIP

An EMPLOYEE who has a fitness/gym membership shall receive up to \$30 per month towards that membership, which will be treated as ordinary taxable income to the EMPLOYEE according to IRS regulations. The EMPLOYER will pay the EMPLOYEE on the first pay period of January following the previous year's fitness/gym membership. The EMPLOYEE will turn in documentation on January 1st of every year that confirms the yearly fitness/gym membership has been paid and submit to Human Resources for reimbursement.

ARTICLE 25 TRAINING

The EMPLOYER will attempt to provide training for EMPLOYEES in meeting their continuing education requirements of the Peace Officer Standards and Training Board. Class time spent in completing EMPLOYER required training in excess of the average workweek will be compensated at the overtime rate.

ARTICLE 26 SAVINGS CLAUSE

Should any Article, section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such a decision of the court shall apply only to the specific article, section or portion hereof directly specified in said decision, and the remainder of this Agreement shall remain in full force and effect. The specific article, section or portion so voided may be renegotiated at the written request of either party.

ARTICLE 27 DURATION

Except as herein provided, this Agreement shall be effective January 1, 2023 and shall continue in full force and effect until December 31, 2025 and thereafter until modified or amended by mutual agreement of the parties or until canceled by either party upon ten days' written notice to the other. Either party desiring to modify or amend this Agreement shall notify the other in writing by August 1st of the year in which modifications are desired, so as to comply with the provisions of the Public Employment Labor Relations Act as amended.

ARTICLE 28 EXECUTION

This Agreement is executed and signed by the parties hereto through their lawfully designated officers, pursuant to the authority of the governing body of the City of Wayzata and pursuant to the authorization of the members and officers of Law Enforcement Labor Services, Inc., Local No. 37 on this _____ day of _____, 2022.

IN THE PRESENCE OF:

Witness

Witness

FOR THE CITY OF WAYZATA:

By: _____
Mayor Johanna Mouton

By: _____
City Manager Jeffrey Dahl

**FOR LAW ENFORCEMENT LABOR SERVICES
INC., (LELS), LOCAL NO. 37:**

Witness

Witness

By: _____
Union Steward Brandon Haapoja

By: _____
Union Representative Brian Bone

APPENDIX A

Between the City of Wayzata

AND

Law Enforcement Labor Services, Inc.

EDUCATION/TUITION REIMBURSEMENT POLICY

It is the intent of the City of Wayzata to provide the citizens of Wayzata with a well-qualified and trained staff. As a part of its annual budget process, the City Council will consider the training and professional development needs of each department. It is the primary objective of the training program that training dollars are spent on learning which addresses organizational goals and follows a progression of skill development.

All regular City employees are eligible to participate, however, it is the expectation of the City of Wayzata that new hires come to the City fully qualified for their position. Therefore, training beyond incidental levels shall not be provided during an employee's first year of service.

Completion of additional training or education is not a basis for requesting a salary increase. Courses should be taken outside of work hours; however, when unavoidable courses may be taken during the work day with prior approval from the department head.

Training

- The City will pay for job-related, position specific training approved by the Department Head and City Manager and deemed necessary to effectively complete the requirements of the position, provided there is adequate funding in the budget appropriation for training.
- The City will pay for, or reimburse employees for, any and all training required by the City to attain or maintain job-related certification.
- Conference and seminar training meals and lodging shall be provided for, if necessary, for in-state and out-of-state training. Travel expenses for in-state training shall be provided through the budget process. Travel expenses shall be provided for out-of-state training with prior approval of the Department Head and City Manager.
- The Finance Manager will maintain records on all employee training done at City expense and report annually on the training received and funds expended.

Education

- Employees participating in a job-related Bachelor's Degree program at an accredited college or university or post-secondary classes at accredited colleges, universities, and vocational/technical institutes can apply for City reimbursement for 50% of the cost of tuition, books and laboratory fees. Any other fees, including fees for supplies, transportation, student activity fees, late registration fees, school entrance fees, and graduation fees are not eligible for reimbursement.
- In order to be eligible for reimbursement, the degree program or classes must be deemed by the Department Head and City Manager to be job-related and a benefit to the employer before the employee registers for the class.

- Reimbursement will only be made upon receipt of a “C” or better for the course. Employees seeking reimbursement must present a paid fee statement and grade transcript in order to receive reimbursement.
- Reimbursement for classes taken at private institutions shall not exceed the tuition charged by the Minnesota State University system.
- Reimbursements are on a first come, first served basis and shall not exceed the department budget.
- In the event a department receives reimbursement requests that exceed its budget allocation for education reimbursement, the Department Head and City Manager shall determine how to apportion the available funds.
- The Finance Department will develop and maintain forms for requesting approval of class eligibility prior to registration and forms requesting reimbursement after successful completion of classes.

In the event an employee leaves the City, any reimbursement for education received during the 12 months prior to leaving must be returned to the City



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 8.i
TITLE: Approval of Second Reading and Adoption of Ordinance 820 Amending City Code Provisions Related to MPCA's MS4 Permit Program	
PROPOSED MOTION: To Approve the Second Reading and Adoption of Ordinance 820 Amending City Code Provisions Related to MPCA's MS4 Permit Program	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the Second Reading and adoption of the amended ordinance.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

In 2021, the Minnesota Pollution Control Agency (MPCA) issued permit coverage to the City of Wayzata under the Small Municipal Separate Storm Sewer Systems General Permit MNR040000 (MS4 General Permit). As part of this coverage, the City must comply with the new requirements in the MS4 General Permit. The City must make three amendments to the Wayzata City Code to better conform with the requirements of the Permit. Amendments to Chapters 408, 411 and 702 are recommended as detailed in the attached draft Ordinance 820.

The first reading was approved at the November 1 City Council Meeting.

ATTACHMENTS:

1. DRAFT Ordinance 820 - City Code Amendments Related to MPCA MS4 Permit Program

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA

DRAFT ORDINANCE NO. 820

**AN ORDINANCE AMENDING CITY CODE PROVISIONS RELATED TO
MINNESOTA POLLUTION CONTROL AGENCY'S (MPCA)
MS4 PERMIT PROGRAM**

WHEREAS, MPCA and City staff have reviewed existing language of Wayzata City Code that is related to the current standards and requirements of Minnesota Pollution Control Agency's (MPCA) MS4 permit program (the "Program"); and

WHEREAS, City staff recommends certain amendments to Wayzata City Code to better conform with the requirements of the Program.

NOW THEREFORE, THE CITY OF WAYZATA ORDAINS:

Section 1. Amendments to Chapter 408 of City Code (Surface Water Management Plan). Chapter 408 of the Wayzata City Code (Surface Water Management Plan) is hereby amended to add a new Section 408.02 to read in its entirety as follows (underlined text added):

408.02 Minnesota Pollution Control Agency's NPDES/SDS Construction Stormwater General Permit.

The City of Wayzata hereby adopts and incorporates by reference the standards established by the Minnesota Pollution Control Agency's NPDES/SDS Construction Stormwater General Permit MNR100001 (CSW Permit) as now established and from time to time amended.

Section 2. Amendments to City Code to Add New Chapter 411 (Deicer Bulk Storage Facility Requirements). A new Chapter 411 is hereby added to the Wayzata City Code to read in its entirety as follows (underlined text added):

CHAPTER 411 - DEICER BULK STORAGE FACILITY REQUIREMENTS

411.01 Purpose.

City Council finds that the removal of snow and ice from roadways is essential to both public safety and to the local economy. In order to ensure public safety, the use of pavement deicing materials during and after winter storm events is a widely accepted means of keeping roadways safe and passable. Pavement deicing is typically accomplished through the use of deicers containing chlorides (salt), which can be corrosive to vehicles, roadway surfaces, and bridges and has been found to have adverse effects on surface waters, ground water and to environmentally sensitive areas. The restoration of surface and ground water quality and ecosystems in such areas can be very difficult and costly, if not impossible, to rehabilitate once

the events of contamination occur. One source of chloride entering the water is through spillage and washouts of deicing material that is stored for winter maintenance activities. Accordingly, the purpose of this Chapter is to put in place proper utilization and management of deicing materials and to ensure that the environmental impacts of such practices are reduced to the maximum extent possible.

411.02 Definitions.

For the purposes of this Chapter,

“Deicing material” means any substance containing chloride used to melt snow and ice, or that is otherwise used for its anti-icing effects.

411.03 Applicability.

The following sections of this Chapter apply to all indoor and outdoor storage (temporary and permanent) of deicing material including salt piles, salt bag storage, and other storage of deicing materials on commercial, industrial, and institutional properties within the City.

411.04 Nuisance; responsible party.

It is a public nuisance for the owner of commercial, industrial or institutional property in the City, or for the owner or operator of a business or other organization on such property, to store deicing materials on the property in violation of provisions of this Chapter.

411.05 Storage Requirements.

A. Deicing materials must be stored indoors wherever and whenever possible in order to prevent such materials from being affected by rain, snow and melt water.

B. All deicing materials stored outdoors must be covered at all times. In addition,

1. When not using a permanent enclosure, a waterproof impermeable, flexible cover must be placed over all storage piles to protect against precipitation and surface water runoff.

The cover must prevent runoff and leachate from being generated by the outdoor storage piles. The cover must be secured to prevent removal by wind or other storm events. Piles must be formed in a conical shape and covered as necessary to prevent leaching.

2. Any roof leaks, tears or damage should be temporarily repaired during winter to reduce the entrance of precipitation. Permanent repairs must be completed prior to the next winter season.

3. Tanks used for liquid deicing material storage must be dual wall contained, or if a single wall tank is used then a containment system must be in place surrounding the tank.

C. The storage facility must be in close proximity to the area in which the deicing materials are to be used, if practical.

D. Outdoor storage of deicing materials must be located on an impermeable surface.

E. Practices must be implemented in order to reduce exposure (e.g., sweeping, diversions, and/or containment) when transferring deicing material from one location to another.

411.06 Enforcement.

A licensed police officer, the City Manager, the Director of Public Works, or an environmental health specialist may enforce the provisions of this Chapter.

411.07 Notice and Abatement of Nuisance.

In all cases where a nuisance under this Chapter has been found, 24 hours' notice must be given in writing, signed by the City Manager, Director of Public Works or any police officer, to the owner or occupant of the building or premises with which the nuisance is associated, where such owner or occupant is known to be or can be found, to abate or remove the nuisance within reasonable time, to be stated in such notice. In case of neglect or refusal of any person upon whom such notice is given to abate or remove the nuisance, in accordance with the notice, such person shall be chargeable with the expenses which may be incurred in the abatement or removal of the nuisance, to be collected by special assessment under Minn. Stats. §§ 145.22 and 145.23, in addition to any fine or penalty applicable thereto.

411.08 Summary Abatement of Health Nuisance.

Whenever any nuisance under this Chapter shall constitute a health nuisance contrary to the laws of the State or City Code, the City Manager and Director of Public Works are hereby authorized to cause the same to be summarily abated in accordance with the provisions of such laws.

Section 3. Amendments to Chapter 702 (Animals) of City Code . Section 702.37.A.9 of Chapter 702 of the Wayzata City Code (Animals) is hereby amended to read in its entirety as follows (~~struck~~ text deleted, underlined text added):

702.37.A.9 - No owner shall permit his or her animal to damage or foul any lawn, garden, ~~or~~ property of another person, or City-owned property. An owner shall have the responsibility of cleaning up any feces of the animal and disposing of same in a sanitary manner.

Section 4. Effective Date. This Ordinance will become effective upon passage and publication.

Adopted by the City Council this 1st day of November, 2022.

Johanna Mouton
Mayor

ATTEST:

Jeffrey Dahl
City Manager

First Reading:
Second Reading:
Publication:



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 8.j
TITLE: Authorize Purchase of Utility Truck with Hoist	
PROPOSED MOTION: To Authorize Purchase of Utility 1-Ton Truck with Hoist in 2023 for the Public Works Department	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends authorization of the purchase.

FINANCIAL OR BUDGET CONSIDERATION:

The Utility 1-Ton Truck with Hoist is proposed to be funded from the Equipment Fund within the City's Capital Improvement Plan. The cost of the vehicle is quoted at \$92,851. The Equipment Fund currently has \$77,600 allocated for this vehicle in 2023. Additionally, \$31,500 has been allocated for a new Parks Department pickup in 2023, for a total of \$109,100.

Staff is proposing to delay the purchase of the new Parks Department pickup to be able to purchase the much-needed utility vehicle and hoist.

These items are being purchased through the State purchasing contract.

BACKGROUND:

Public Works' Utility Department has been utilizing a variety of equipment to maintain the 25 lift stations in Wayzata, including standard pickup trucks, a tripod and a portable winch. The portable winch has reached its useful life and is in need of replacement. As part of the department's routine replacement of vehicles, a new standard pickup truck was originally scheduled for purchase. Recently, staff modified the Equipment Fund to include a new 1-ton pickup with a new hoist, to accommodate both the need for a new truck and a new truck-mounted hoist.

The hoist is used routinely for lifting pumps out of the City's sewer lift stations to perform inspections, maintenance and cleaning. The purchase of the new 1-ton with hoist will allow for more efficient, safer work to be completed.

This piece of equipment needs to be approved through the Council because the updated CIP that has these new pieces of equipment has not been approved yet. The equipment will be ordered upon approval and will be delivered in the summer of 2023, upon completion of manufacture and assembly.

A copy of the quotations for the chassis and body, as well as a representative photo of the vehicle are attached for reference.

ATTACHMENTS:

1. Utility 1-ton with hoist_for packet

Midway Ford Commercial
Fleet and Government Sales
 2777 N. Snelling Ave.
 Roseville MN 55113



Travis Swanson
 651-343-5212
tswanson@rosevillemidwayford.com

Fax # 651-604-2936

FTM28 Contract # 169665
2023 F350 4X4- Regular Cab- 8' Box

Automatic Transmission
Dual Front Air Bags
AM/FM Radio
Tow Hitch
Tilt Wheel
Sync
Brake Controller

Standard
40/20/40 Vinyl Front Seat
Standard Base Upholstery
4-Wheel ABS Brakes
Air Conditioning
LT245/75r17 E All Season Tires
Shift on Fly 4x4
Power Windows

Front Tow Hooks
Rubber Floor Covering
Black Bumpers w/Rear Step
Matching Full Size Spare Tire
6.8L V8
Rear View Camera
Power Locks

Options	Code	Price	Select	Exterior Colors	Code	Select
Special Paint	BY	\$600	x	Antimatter Blue Metallic	HX	
Snow Plow/Camper Packag	47B	\$277	x	Race Red	PQ	
Dual batteries	86M	\$191	x	Stone Gray Metallic	D1	
410 Amp Alternators	67B	\$104	x	Agate Black	UM	
3.73 e-loc axle	X3E	\$392	x	Carbonized Gray Metallic	M7	
LT275/70 R18E BSW AT	TDX	\$241	x	Iconic Silver Metallic	JS	
Cloth 40/20/40 Split Bench	1	\$91	x	Oxford White	Z1	
Running Boards (reg cab)	18B	\$291	x	School Bus Yellow(\$600.00)	BY	x
Floor mats	16T	\$119	x			
Clearance Lights roof	592	\$87	x	Extended Service Contracts	Cost	Select
Upfitter Switches	66S	\$150	x	7 year/75,000 mile	\$3,400	
XL value pkg	96V	\$205	x	PremiumCare Warranty		
Front wheel well liners	61L	\$164	x	(Bumper to Bumper)		
Dual Batteries	86M	\$191	x			
Option Total		\$3,103				
				You must have a active FIN code to participate in this purchase contract : FIN code # _____		
Base Price	Totals			Purchase Order required prior to order placement		
	\$43,490.16			PO # _____		
Options Price Totals	\$3,103.00			Name of Organization _____		
Extended Warranty				Address _____		
Transit Impr Excise Tax	\$20.00			City, State, Zip _____		
Tax Exempt Lic	\$64.25			Contact Person/ Phone # _____		
6.5% Sales Tax	\$3,028.56			Contact's e-mail address and fax # _____		
Document fee	\$125.00					
Sub total per vehicle	\$49,830.97					
Number of Vehicles	1					
Grand Total for all units	\$49,830.97					

Acceptance Signature

Print Name and Title

Date



September 8, 2022

City Of Wayzata
Attn: Bart Kusske
Phone# 952-404-5365
E Mail: bart@wayzata.org

Truck Is: 2023 Ford F-250 56" single rear wheels

Listed below are specifications for your review:

ONE (1) BRANDFX COMPOSITE SERVICE BODY:

-Model: 56LS

-Dimensions: Length: 96"

Body Width: 82-3/4"

Compartment Depth: 15" (above compartment floor only)

Body Height: 42"

-Standard Equipment:

- Vinyl rock guards
- Heavy duty black poly gas fill cup
- Automotive grade bubble gaskets
- School bus yellow gel coat exterior
- yellow interior
- LED Exterior lighting package (excludes backup lights)
- Flow thru ventilation system
- Light adapter for specified chassis
- Non-skid compartment tops
- One piece molded doors with automotive finish both sides
- Recessed door jams
- 3/16" Aluminum bulkhead
- 3/16" Aluminum tail skirt
- Steel rear mounting brackets
- Steel treadplate floor
- Stainless steel hinges and hardware
- Automotive style duel rotary latch
- Vinyl coated stainless steel cable door stops
- (4) Four Spring Over center door retainers.
- Spring mounting hardware
- Aluminum treadplate rock guards at leading front edge of compartments.



Shelving Package 1:

- Front Vertical Compartments: 2 Adjustable fiberglass shelves with removable Dividers each side front vertical compartments.
- Horizontal Street side Compartment: One bolt in fiberglass shelf with removable dividers on street side.
- Curb Side Rear Vertical Compartment: 2 Adjustable fiberglass shelves with removable Dividers.
- Horizontal Curb side Compartment: Open
- Rear Street side Vertical Compartment: 3 Locking swivel hooks

-**Installation:** Meet FMVSS-301 standard

BASE PRICE: Includes standard installation, freight to St. Paul,
adaptation of gas filler spouts and reflectors per
DOT 108

\$ 18,400.00

OPTIONS/ADDITIONS:

- Interior Rope lights: Two flexible tubular lighting at 3 sides of compartment lights with switch in rear **\$ Included**
- Mudflaps: One set behind rear tires. **\$ 75.00**
- Backup alarm: Installed **\$ 125.00**
- Galvanized full width step bumper with center recess. **\$ Included**
- Receiver tube hitch installed under full width step bumper. **\$ 750.00**
- Install 7-prong round RV socket at rear. **\$ 200.00**
- Install OEM rear camera **\$ 500.00**
- Crane reinforcement installed in curb side rear compartment. **\$ Included**
- Curb side rear truck spring leveling. **\$ 950.00**
- Lift Moore crane model# 2010REE, includes manual crank down outriggers, Power boom extension 7ft to 11ft, 11ft to 15ft manual extension, max lift 2000lbs, 12volt electric / hydraulic, anti-two block, 705lbs crane weight. **\$ 22,020.00**

SUBTOTAL OF ABOVE....\$ 43,020.00

Price does not include taxes.

Above prices good for 14 days.

If you have any questions, please feel free to contact me.

Sincerely
Charlie Miller



2010REE CRANE SPECIFICATIONS

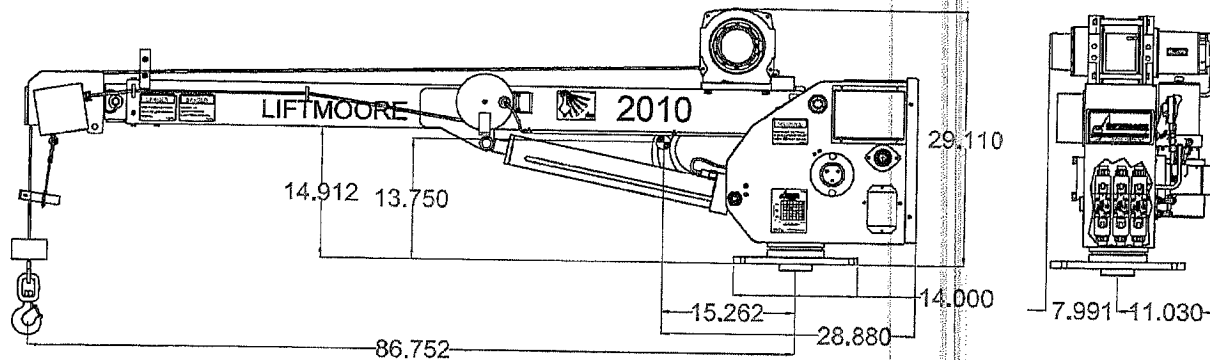


Figure 3: 2010REE-15 Dimensions with Center of Gravity Shown

CAPACITY:

Moment Rating of 10,000 ft.-lbs. with capacity as follows:

2,000 lbs. at 5 ft.	909 lbs. at 11 ft.
1,428 lbs. at 7 ft.	666 lbs. at 15 ft.
1,111 lbs. at 9 ft.	

HOIST WINCH: The hoist winch has a planetary gear drive for best possible efficiency. A 2.4 HP permanent magnet electric motor powers the winch. First layer, single line capacity of the winch is 2000 Lbs. The winch load is controlled by the dynamic braking of the motor and a load apportioned mechanical brake located in the winch drum. Ratio between winch drum and wire rope meets ANSI B30.5 requirements. The winch is reversed by a 12 volt contactor, not individual solenoids.

First layer performance of the winch is as follows:

Load - Lbs.	Hook Speed - Ft / Min	Electrical - Amps @ 12VDC
0	14.7	13
1,000	13.1	64
2,000	11.9	115

HYDRAULIC SYSTEM: A hydraulic pump driven by a 12 volt D.C. series wound electric motor powers the crane's rotation, elevation and extension functions. The pump is a gear type with a 1.2 GPM capacity at 500 psi. Control of the hydraulic functions is through four way spring centered solenoid activated valves. Valves have manual over-ride capability and are mounted on a manifold for easy access. The relief of the pump is set at 1,800 psi.

POWER SOURCE: Crane is powered by the truck's 12 volt DC system. A second battery (Group 31, Deep Cycle) is recommended to provide sufficient voltage and amperage and should be installed in parallel with the vehicle's battery.

BATTERY CABLE AND CONNECTION: #1 battery cable x 30 ft. with quick disconnect is included along with a 1/0 x 3 ft. ground wire for the engine battery, and a 1/0 x 5 ft. ground wire for the crane base to the chassis or auxiliary battery ground post, two 150 amp circuit breakers, and a master disconnect switch.

LOAD SENSOR: A load-limiting sensor, installed on the elevation cylinder, is supplied as standard. This sensor will shut down hoist up, boom out, and boom down when an overload is detected. The sensor will reset after the load is lowered.

ANTI TWO-BLOCK: Anti two-block is standard on this crane & prevents extending the boom against the load block and damaging or breaking the cable.

BOOM ELEVATION: The boom's range is -5 to +75 degrees. A double acting cylinder with 3.0" bore, an integral counterbalance valve, and integral pilot operated check valve elevates the boom.

The counterbalance valve, with a relief pressure setting of 2,000 psi., has two important functions. This valve holds the cylinder in the event of hose failure and it controls the rate of cylinder retraction.

BOOM EXTENSION: The boom extends under power from 7 ft. to 11 ft. with a 2.5" bore hydraulic cylinder. The cylinder is mounted inside the boom for its protection. The cylinder has an integral counterbalance valve and a pilot operated check valve.

The counterbalance valve, with a relief pressure setting of 2,000 psi., has two important functions. This valve holds the cylinder in the event of hose failure and it controls the rate of cylinder retraction.

The pilot operated check valve prevents the boom from extending due to system back pressure.

There is an additional boom extension with a 4 ft. manual pull out to 15 ft. with one intermediate position at 13 ft.

ROTATION SYSTEM: The hydraulic powered rotation is driven by a low speed, high torque hydraulic motor and drives through a 36:1 ratio self-locking worm gear. The crane rotates unlimited and continuously through 360 degrees on two 3.75" ID tapered roller bearings.

WIRE ROPE and SHEAVES: The crane is supplied with 50 Ft. of 1/4 in. galvanized aircraft cable. Minimum breaking strength of the rope is 7,000 lbs. The wire rope is outside of the boom and visible for operators continual inspection. The hook includes a ball bearing swivel that allows the hook to swivel under load. All sheaves meet ANSI requirements.

VOLTMETER AND AMMETER: A voltmeter and ammeter is included that provides real time digital readings for aiding in diagnostics.

CRANE WEIGHT: 705 lbs.

STANDARD WARRANTY: Twelve (12) months free from defects in materials and workmanship, and thirty six (36) months for the crane structural components manufactured by Liftmoore.



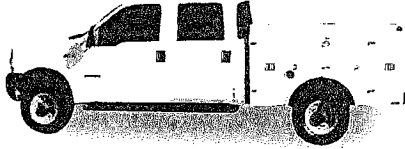
HOUSTON, TEXAS
FAX: (800) 824-5559 (USA & Canada)
FAX: (713) 688-6324
PHONE: (713) 688-5533
www.liftmoore.com

Form No. 2512-A
Created: 2/27/2018
Revised: 7/10/2018
Page 2

SERVICE BODY SPECIFICATIONS

BFX 40" LS

for short bed chassis
39 to 51" cab to axle

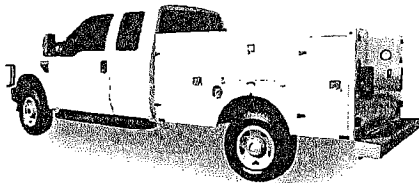


- Six compartments – two vertical and one horizontal per side
- Smooth aluminum bulkhead and tail skirt
- Standard 42" pack height
- Standard 15" compartment depth
- Aluminum treadbright bumper
- Aluminum automotive style tailgate

Sub-Structure: Steel understructure, with aluminum treadbright floor.

BFX 56" LS

for single and dual wheel truck chassis
with 56" cab to axle



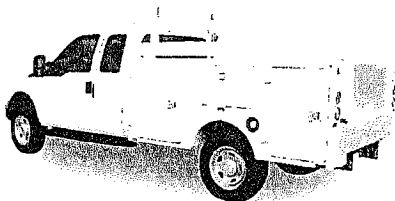
- Six compartments – two vertical and one horizontal per side
- Smooth aluminum bulkhead and tail skirt
- Standard 42" pack height
- Standard 15" compartment depth
- Aluminum treadbright bumper
- Aluminum automotive style tailgate

* Variations include: 36" pack height (56MLS), 20" pack depth (56DLS) for dual rear wheel chassis, and transverse in front verticals (56MLST, 56LST, 56DLST).

Sub-Structure: Steel understructure, with aluminum treadbright floor.

BFX 60" LS

for dual and single wheel truck chassis
with 60" cab to axle



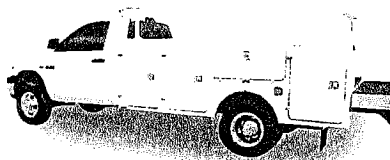
- Six compartments – two vertical and one horizontal per side
- Smooth aluminum bulkhead and tail skirt
- Standard 42" overall height
- Standard 20" compartment depth

* Variations include: 15" pack depth for single rear wheel chassis (60SLS), Curbside long horizontal (60DLS - LH), and transverse in front verticals (60DLST).

Sub-Structure: Steel understructure, with aluminum treadbright floor.

BFX 84" LS

for dual rear wheel truck chassis
with 84" cab to axle



- Eight Compartments – three vertical and one horizontal per side
- Smooth aluminum bulkhead and tail skirt
- Standard 42" overall height
- Standard 20" compartment depth

* Variations include: Barn style door opening on curbside front verticals (84DLS - Double Door), and transverse in front verticals (84DLST).

Sub Structure: Steel understructure, with aluminum treadbright floor.

ECONOMY & ECOLOGY

Right size
Chassis

Remount
Over 4-5
Trucks

Improve
Fuel
Economy

Reduce
Running
Costs

Lower
Maintenance
Costs

Increase
Payload

Under 26K
GVWR No
CDL License

Under 10K
GVWR No
Restrictions

Under 33K
No Federal
Excise Tax

Improved
Braking
Distance

Never
Requires
Paint

Decades of
Service

Premium
Eye Appeal

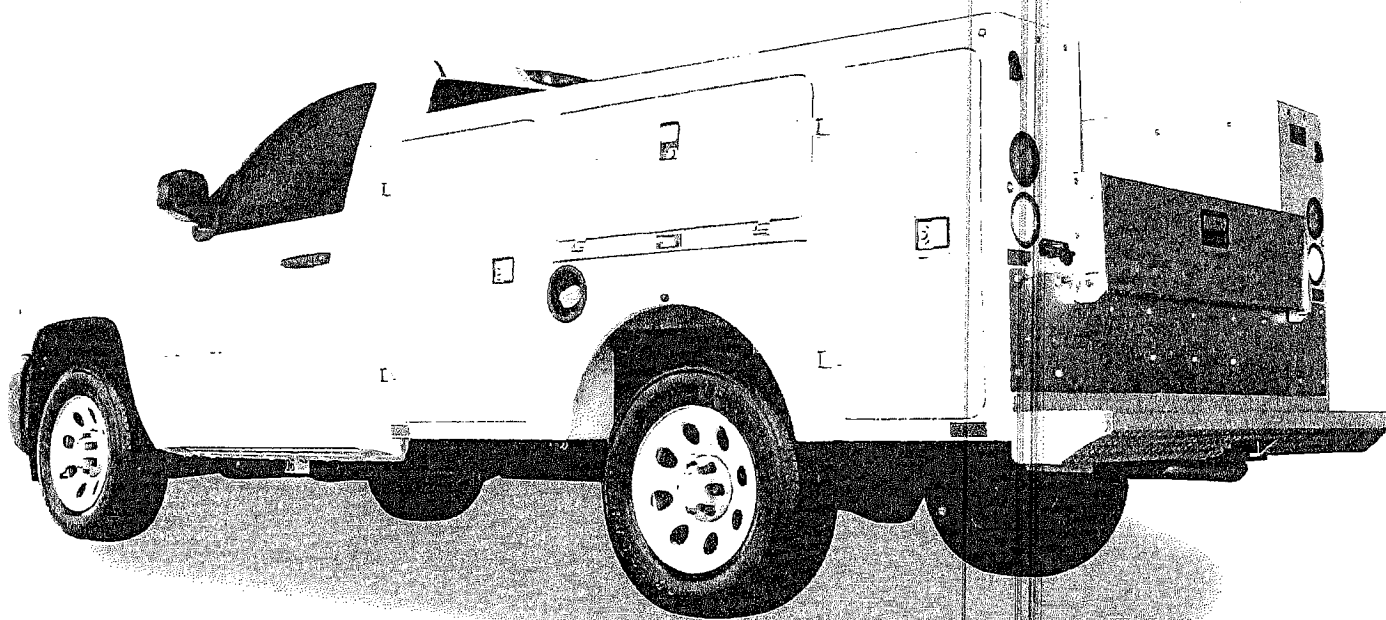
Sustainable
ROI & Fewer
Emissions



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BODY COMPANY

SERVICE BODIES

WWW.BRANDFXBODY.COM



STANDARD FEATURES INCLUDED:

Advanced Composite Construction,
Structural Lightweight Core

Recessed Door Seal System

One Piece Molded Doors with
Automotive Finish Both Sides

Automotive Grade Door Gasket

Stainless Steel Automotive Style
Dual Action Rotary Latch

Stainless Steel Hinges & Hardware

Treadbright Aluminum Floor

Non-Skid Compartment Tops

Flow-Through Ventilation System

Removable Wheel Well Panels

Recessed LED Exterior Lighting
Package

Steel Rear Mounting Brackets

Aluminum Tail Skirt

Light Adapter for Specified
Chassis*

Black Plastic Gas Fill Cup

Steel Understructure

Automotive Grade White Gelcoat Finish

White Compartment Interiors

Vinyl Coated Cable Door Stops

Vinyl Rock Guards

Aluminum Bulkhead

**10" Aluminum Automotive Style
Tailgate, Hinge Opens to 90° and 180°

***Treadbright Aluminum Bumper with
OEM Cutout for Receiver Hitch

*Stock bodies come standard with GM light adapter.

**Tailgates are standard on 40LS and 56LS models, optional on 60LS and 84LS models.

***Bumpers are standard on 40LS and 56LS models, optional on 60LS and 84LS models.



BrandFX makes a point to Buy, Make, and Sell U.S.A. products whenever possible. The can do spirit that inspired the first BrandFX Body, is alive and well in millions of kindred spirits across America, folks just like you. Forging new businesses, creating new jobs, building the infrastructure of America. And just as your role demands continual advancements in technology, BrandFX continues to incorporate the latest advancements in developing BFX Composite Truck Equipment. We're honored to work and learn along side you, as we strive for sustainable solutions that make sense not only for our environment but also our businesses.



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 8.k
TITLE: Approval of Professional Services Agreement with Onyx Strategic Partners for Panoway Phase 2 Project Management & Owner's Representative Services	
PROPOSED MOTION: To Approve Professional Services Agreement with Onyx Strategic Partners for Panoway Phase 2 Project Management & Owner's Representative Services	
PREPARED BY: Emily Goellner, Community Development Director	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the Professional Services Agreement with Onyx Strategic Partners for Panoway Phase 2 Project Management & Owner's Representative Services.

FINANCIAL OR BUDGET CONSIDERATION:

Services are billed at an hourly rate as outlined in the proposal. The number of hours required will fluctuate each month and this will continue to be evaluated by the City Manager and Community Development Director.

The funding source for this work varies based on whether the services are focused on the boardwalk, docks, or Section Foreman House. Services for the boardwalk, which has comprised the majority of work so far, are to be funded by State of Minnesota bonding grant reimbursements. Services for the docks are to be funded by Tax Increment Financing. Services for project management for the Section Foreman House are funded by the Lakefront Improvement Fund.

BACKGROUND:

In February 2022, the City and Onyx Strategic Partners executed an agreement for project management services. It was intended at the time that an evaluation of this partnership would occur in fall 2022. Upon staff's assessment of needs and the ongoing satisfactory performance of Onyx Strategic Partners, staff recommends entering into a similar agreement that also includes owner's representative services. In the construction industry, an owner's representative is hired by an owner of a project to provide industry expertise, act as the owner's advocate, and represent their best interests. Upon completion of the bidding process for the Panoway boardwalk in late winter 2023 (in about 6 months), staff recommends revisiting this agreement to assess the needs for the construction administration phase of the project.

ATTACHMENTS:

1. Professional Services Contract with Onyx SP for Panoway - 11.09.22

CITY OF WAYZATA PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made effective _____, 2022 (“Effective Date”) by and between the City of Wayzata, Minnesota (the “City”) and Onyx Strategic Partners (“Contractor”) for the professional services and related deliverables described herein, and contains the terms and conditions applicable to all of Contractor’s services and associated deliverables for the City.

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES AND DELIVERABLES

Contractor will provide the professional services and deliverables (collectively, the “Services”) that are described in the “Panoway Phase II Project Management & Owner’s Representative Services Proposal by Onyx Strategic Partners dated November 9, 2022”, attached hereto as **Attachment A** (the “Statement of Work”), according to the project team, project scope, services descriptions, deliverables, timeline, and other terms therein, and in accordance with best practices and industry standards.

II. PROJECT REPRESENTATIVES

- A. City’s main point of contact shall be the City Manager Jeffrey Dahl.
- B. Contractor’s main point of contact for the Services shall be Co-CEO Jessie Houlihan.

III. COMPENSATION AND BILLING

As consideration for the provision of the Services and all costs associated therewith, the City agrees to pay the Contractor hourly basis according to the rates specified on page 7 of the Statement of Work in the proposal, which shall constitute full compensation for all Services to be provided by the Contractor under this Agreement.

Contractor will invoice the City upon completion of the phases for the Services provided in accordance with Agreement, and include with such invoices detailed descriptions of the Services provided by the Contractor to the City. City shall pay Contractor for all undisputed invoices within thirty (30) days of receipt of such invoices.

IV. CHANGE OF SCOPE OF SERVICES

City may request, and Contractor may suggest, changes or additions to the Services. In such event, City and Contractor will work together on the details of such changes (including any adjustments to Contractor’s compensation and the specifications, timeline and deliverables described in **Attachment A**), and if agreed upon in writing by both City and Contractor, such changes shall be an amendment to this Agreement.

V. INSURANCE

Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

A. General Liability. Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. City shall be endorsed as additional insured.

B. Automobile Liability. If Contractor operates a motor vehicle in performing the Services under this Agreement, Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.

C. Professional (Errors and Omissions) Liability Insurance. Contractor will maintain professional liability insurance for all claims Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under this Agreement. Contractor is required to carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the Effective Date, and Contractor shall maintain such insurance for a period of at least three (3) years following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

D. Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Contractor shall also carry employers' liability coverage with minimum limits as follows: (i) \$500,000 – Bodily Injury by Disease per employee; (ii) \$500,000 – Bodily Injury by Disease aggregate; and (iii) \$500,000 – Bodily Injury by Accident.

Contractor shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. Contractor's policies shall be the primary insurance to any other valid and collectible insurance available to City with respect to any claim arising out of Contractor's performance under this Agreement. Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City.

VI. INDEPENDENT CONTRACTOR RELATIONSHIP

City and Contractor agree that Contractor is an "independent contractor" and not an employee of City. Contractor shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the Services. Contractor shall be responsible for the compensation and benefits of Contractor's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to Contractor under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid by City with respect to payments to Contractor, including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax. Contractor shall not be entitled to any benefits from City, including, without limitation, insurance benefits, sick and

vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

VII. TERMINATION

This Agreement shall continue in effect until terminated by either party upon such party giving the other no less than 30 days prior written notice of termination. Termination of this Agreement for any reason shall not affect any provision of this Agreement that by its nature is intended to survive termination.

VIII. OTHER TERMS

A. Entire Agreement; Amendments. This Agreement and the attachments referenced herein represent the entire agreement between Contractor and City. Any terms in attachments which conflict with the main body of this Agreement shall be limited, controlled and superseded by the terms in the main body of this Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, either written or oral. No amendment or modification of the terms of this Agreement, except as may be expressly authorized herein, may be made and will not be effective unless agreed upon in writing by City and Contractor.

B. Assignability. The rights and obligations of Contractor under this Agreement shall not be assignable or transferable without the prior written approval of the City.

C. Compliance of all Laws; Ability to Perform; Representations. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and orders. Contractor has in effect and will maintain in effect all permits, licenses, and other authorizations necessary for the performance of the Services. Contractor is not aware of any fact or circumstance which would prevent Contractor from performing in accordance with this Agreement. Contractor represents and warrants that Contractor has the requisite training, skills, and experience necessary to provide the Services contemplated by this Agreement, and that the Services will be performed using personnel, equipment, and material qualified and suitable to perform the Services requested. Contractor shall be solely responsible for its negligent acts, errors and omissions while performing Services under this Agreement. Contractor will perform the Services with reasonable care and skill, in a diligent and professional manner and in accordance with accepted professional practices and industry standards.

D. Assurances and Indemnification. Contractor assures the City, and represents and warrants, that the information it has provided in its Statement of Work is accurate and not misleading in any material respect. Contractor shall defend and indemnify City, its employees, officials, and agents, against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person, or damage to property, arising out of the Services or any breach of any representation or term of this Agreement by Contractor.

E. Payment of Others. Contractor shall pay all of Contractor's employees, agents, and subcontractors furnishing services, labor, equipment, or materials incidental to the performance of Contractor's obligations under this Agreement.

F. Rights in Deliverables. All deliverables associated with the Services, and all data, information, ideas, designs, plans and creative works associated therewith, shall be the exclusive property of City, including all intellectual property rights therein. City and Contractor agree that such are works made for hire for City, and to the extent they do not qualify as such, Contractor hereby assigns all rights therein to City.

G. Contractor's Obligations Upon Termination. Upon the expiration or termination of this Agreement, Contractor shall furnish City with all deliverables and work in progress associated with the Services as of the effective date of termination. City shall have the unfettered right and freedom to use all such deliverables and work in progress as it sees fit, and to hire third parties to complete all outstanding Services as of the effective date of termination.

H. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. Notices. All notices or communications relating to this Agreement shall be in writing and shall be deemed given upon hand delivery or deposit in the United States mail, return receipt requested, and addressed as follows:

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

To Contractor:
Onyx Strategic Partners
330 South 2nd Avenue, Unit 370
Minneapolis, MN 55401
Attention: Jessie Houlihan

J. Governing Law; Jurisdiction; Data Practices Act. This Agreement shall be construed in accordance with governed by the laws of the State of Minnesota. The parties agree to submit to the jurisdiction of the courts of the State of Minnesota, and that any litigation regarding this Agreement will be brought in the state or federal courts that lie in Hennepin County, Minnesota. Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13. Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13, and Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

K. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

L. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of this Agreement will remain in full force and effect.

M. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY:

City of Wayzata, a Minnesota Municipal corporation

By: _____
Johanna Mouton, Mayor

By: _____
Jeffrey Dahl, City Manager

CONTRACTOR:

Onyx Strategic Partners, MN LLC

By: _____
Jessie Houlihan, Co-CEO

**ATTACHMENT A
STATEMENT OF WORK**

Panoway Phase II Project Management & Owner's Representative Services Proposal by Onyx
Strategic Partners dated November 9, 2022



City of Wayzata - Panoway Phase II



**Project Management and Owner's
Representative Services Proposal**

**Onyx Strategic Partners
November 9, 2022**

November 9, 2022



Jeff Dahl, City Manager

Emily Goellner, Community Development Manager

City of Wayzata

Delivered via email

City of Wayzata Team,

We appreciate the opportunity to propose project leadership, owner's representative and management services in support of the important upcoming phases of work for Panoway on Wayzata Bay. In reviewing the job description related to the opportunity and engaging for the last nine months in support of the projects, we believe our firm is perfectly positioned to advise the City and related parties to ensure the projects meet their objectives and move forward successfully.

We propose to execute the related work with a multi-pronged approach. I will lead high-level elements, building off the work we produced together in phase one and my associate, Kyle Manske, who has a diverse project management background, will handle day-to-day paperwork, reporting and progress updates. Together, we believe we will more than meet the City's needs and be an extra set of minds and hands to ensure all of the region's goals are met.

Following this letter is our proposal.

Highest regards,

A handwritten signature in blue ink that reads "Jessie Houlihan". The signature is written in a cursive, flowing style.

Jessie Houlihan

CEO, Onyx Strategic Partners

jessie@onyxsp.com

330 2nd Avenue South, #370

Minneapolis, MN 55401



About Us

Onyx Strategic Partners

Onyx Strategic Partners is the culmination of decades of real development and investment, brokerage, consulting and construction management experience. Our partners came together to do more than perpetuate the same thinking in our diverse markets. We believe we can do more, together. And we're hyper-focused on delivering results, across teams. Our values and follow through are what sets us apart.

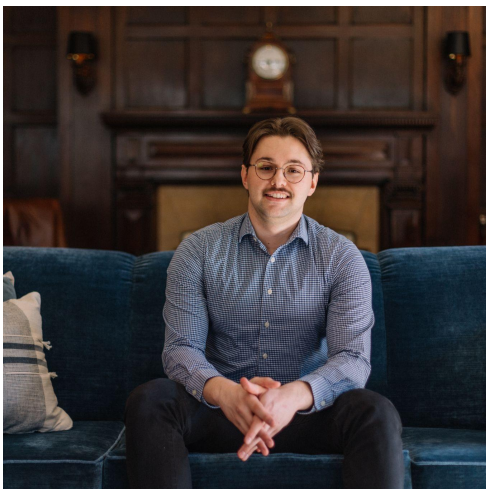
Project Team



Jessie Houlihan is a visionary in commercial real estate and construction management. With over twenty years of experience in technology, business and project execution, she seeks clients that enable her to use her diverse skill sets.

Areas of Expertise:

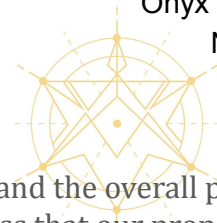
Owner's representative management, Stakeholder engagement, Strategy, Project Executive, Public Private Partnerships



Kyle Manske dove into construction project management after studying economics because he saw the opportunity to drive progress in a unique way. He loves learning through the day-to-day work and excels with follow through.

Areas of Expertise:

Project Management, Tracking and Reporting, Software Systems



Scope of Work

We have received the project management description and the overall project timeline from the City. We acknowledge both and want to address that our proposal covers the work in these phases and across all noted activities. After working alongside City staff and employed consultants, our work has shifted to incorporate ongoing owner's representative and project executive services, as well. We are especially excited about this opportunity as we believe we are a great fit for blending seamlessly into your organization and continuing to drive value on your behalf.

Project Approach:

When reviewing the description of your needs, we developed our initial work strategy:

- First - Develop a focused strategy on areas of greatest need
- Second - Drive progress through excellent project execution and communication
- Third - Active management across planning, design and construction phases
- Fourth - Assess and realign, as valuable

At this time, the City is seeking to realign our services to ensure we continue focusing on the areas of greatest need and impact for the City: namely, expanding into Owner's Representative services as we move into pre-construction and then construction phases.

Jessie will lead:

- Owner's representative services
- Cross-party strategic planning
- Stakeholder engagement and communication
- Total project budget, scope and timeline management
- Go-to-market, estimating, contract approach and construction management oversight

Kyle will lead:

- Meeting coordination, agenda, notes, task management
- Grant application and management process
- Subcontractor input into the design development process
- Risk management



Deliverables

What You Can Expect

As you know, we have been engaged on behalf of the City since February 2022. As the needs of the City and its consultants have evolved, so have our services. As we transition into more project executive and owner’s representative services, we will be even more technical in our focus and management of project strategy, budget, scope, services approach and execution.

Specifics

- Onyx Strategic Partners will continue to manage active cost, schedule and scope management documentation.
- Onyx will engage in permitting, grant application, and other administrative project management work, as directed.
- Onyx will develop a comprehensive construction go-to market strategy with market input and support in the procurement and onboarding of design and construction specific teams, in alignment with City laws and requirements.
- Onyx will endeavor to drive proactive communication that instills trust and shared excitement for the further development of downtown Wayzata.

Fee Schedule and Contractual Approach

Fee Approach

Based on the work documented, we propose to bill at our public sector rates.

Our rates are:

Project Executive.....	\$150.00
Project Management.....	\$95.00
Accounting.....	\$65.00
Field Management.....	\$95.00
Legal.....	\$250.00



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 8.I
TITLE: Approval of Addendum to Recording Secretary Service Agreement with TimeSaver Off Site Secretarial, Inc. extending the agreement to December 31, 2023	
PROPOSED MOTION: To Approve an Addendum to the Recording Secretary Service Agreement with TimeSaver Off Site Secretarial, Inc., extending the agreement to December 31, 2023	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of an Addendum to the Recording Secretary Service Agreement with TimeSaver Off Site Secretarial, Inc.

FINANCIAL OR BUDGET CONSIDERATION:

The rates are proposed to increase approximately 3.5% from last year and are incorporated into the City's general fund budget. The 2023 budget allocates \$13,000 for minute-taking through the Mayor and Council department.

BACKGROUND:

In 2000, the City entered into an agreement with TimeSaver Off Site Secretarial, Inc. (TOSS) as the recording secretary for meeting minutes in order to have high quality records of meetings and save staff time. This agreement has been extended annually.

TOSS has submitted the attached Addendum to the Recording Secretary Service Agreement that extends the expiration date of the current agreement to December 31, 2023.

ATTACHMENTS:

1. Agreement

TimeSaver Off Site Secretarial, Inc.

RECEIVED

OCT 27 2022

October 21, 2022

CITY OF WAYZATA

Ms. Kathy Leervig, City Clerk
City of Wayzata
600 Rice Street
Wayzata, MN 55391

Dear Kathy,

Enclosed is an Addendum to the Recording Secretary Service Agreement that extends the expiration date to December 31, 2023. The unit rates reflect an increase of \$1 per hour and 50 cents per page and a base rate increase of less than 3.5%.

We appreciate the confidence you have placed in TimeSaver to handle your meeting minute needs and look forward to continuing that relationship in 2023.

If you need further information or have questions, please feel free to contact me at 612-251-8999.

Best regards,



Carla Wirth
Owner

Enclosure: Recording Secretary Service Agreement
Return envelope

**ADDENDUM TO
RECORDING SECRETARY SERVICE AGREEMENT**

Dated: December 31, 2022

By and between TimeSaver Off Site Secretarial, Inc. and the City of Wayzata, 600 Rice Street, Wayzata, MN 55391.

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Recording Secretary Service Agreement dated December 31, 2021 shall be extended under the same terms and conditions to December 31, 2023.
2. TOSS CHARGES: TOSS shall be paid for its services as recording secretary for each meeting with a one (1) hour minimum, the highest rate prevailing, as follows:
 - a. Base Rate: One Hundred Fifty-Nine and 00/100 dollars (\$159.00) for any meeting up to one (1) hour (billable time) plus Thirty-Seven and 75/100 dollars (\$37.75) for each thirty (30) minutes following the first one (1) hour; or
 - b. Unit Rate: Fifty and 25/100 dollars (\$50.25) for the first hour of meeting time and Thirty-Three and 50/100 dollars (\$33.50) for every hour after the first hour plus Fifteen and 00/100 dollars (\$15.00) for each page of draft minutes for submission to the City of Wayzata for their preparation of final minutes.

At the end of the term of this Addendum or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Recording Secretary Service Agreement as of the day and year indicated.

January ____, 2023

CITY OF WAYZATA

By: _____
Jeffrey Dahl

Its: City Manager

November 1, 2022

TIMESAVER OFF SITE SECRETARIAL, INC.

By: Carla Wirth
Carla Wirth

Its: President & CEO



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 8.m
TITLE: Approval of First Reading of Ordinance 821 Adopting Annual Salary for Mayor and Council Members	
PROPOSED MOTION: To Approval the First Reading of Ordinance 821 Adopting Annual Salary for Mayor and Council Members	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends approval of the first reading of Ordinance 821 Adopting Annual Salary for Mayor and Council Members.

FINANCIAL OR BUDGET CONSIDERATION:

The net annual impact of the compensation increase will be \$7,000. This increase will not go into effect until 2025 and thus has no impact on the 2023 Budget.

BACKGROUND:

Earlier this year, the City Council discussed increasing its compensation to ensure it is similar with comparable cities. While the Mayor and Council Positions are not full-time salaried positions, similar to other cities, the City Code provides for compensation to help offset the hundreds or even thousands of hours of time and effort spent on City-related business.

The attached staff research indicates that current council compensation is significantly below market. Because State Statutes mandate that increases in compensation can't go into effect until after the next general election, the salaries would be increased starting in 2025.

ATTACHMENTS:

1. Council Member Salaries
2. Ordinance 821

Council Member Salaries

City	Mayor Salary	Council Member Salary	Population <i>2021 Census Est.</i>	Certified Levy (In thousands) <i>2022 Data</i>	Tax Capacity (In thousands) <i>2022 Data</i>	Full Time Employees <i>2022 Data</i>
Brooklyn Center	\$ 11,846	\$ 9,070	32,880	\$21,324	\$27,339	157
Hopkins	\$ 8,000	\$ 6,000	18,573	\$18,140	\$24,802	106
Medina	\$ 4,250	\$ 3,000	6,809	\$4,981	\$21,543	26
Mound	\$ 5,700	\$ 4,200	9,187	\$6,605	\$15,896	25
Mounds View	\$ 7,500	\$ 6,750	12,946	\$5,794	\$13,359	49
North St. Paul	\$ 6,900	\$ 5,700	12,608	\$5,820	\$10,651	60
Orono	\$ 4,200	\$ 3,500	8,212	\$6,945	\$40,894	57
Robbinsdale	\$ 10,825	\$ 8,634	14,245	\$8,377	\$13,371	87
Rogers	\$ 4,200	\$ 3,600	13,398	\$9,472	\$25,540	76
Shorewood	\$ 5,000	\$ 3,900	7,728	\$6,173	\$21,935	23
Spring Lake Park	\$ 7,234	\$ 5,787	7,157	\$3,875	\$8,088	31
St. Anthony	\$ 8,700	\$ 7,956	9,099	\$8,243	\$10,959	54
Stillwater	\$ 9,000	\$ 7,200	19,389	\$15,968	\$24,819	104
White Bear Lake	\$ 9,600	\$ 7,500	24,130	\$8,080	\$35,959	118
Average	\$ 7,354	\$ 5,914	14,026	\$9,271	\$ 21,083	70
Wayzata	\$ 6,000	\$ 4,500	4,378	\$ 5,415	\$ 24,125	65
Above(Below) Average	\$ (1,354)	\$ (1,414)				
Proposed for 2023	\$ 7,400	\$ 5,900				

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA
ORDINANCE NO. 821

**AN ORDINANCE ADOPTING ANNUAL SALARY FOR MAYOR AND
COUNCIL MEMBERS**

WHEREAS, the Mayor and Council Members shall receive compensation as is fixed by the Council in accordance with the Wayzata City Charter and MN Statute 415.11; and

WHEREAS, a change in salary must be approved prior to regular City elections to take effect January following said elections;

WHEREAS, the City Council last set the annual salary for the Mayor and Council Members in May, 2014 at \$6,000 for Mayor and \$4,500 for Council Members; and

WHEREAS and in review of compensation for City Councils in comparable cities a Wayzata's compensation for the Mayor and Council Members is below the market.

NOW THEREFORE, THE CITY OF WAYZATA ORDAINS that the annual salary for Mayor be set at \$7,400 and each Council Member be set at \$5,900 commencing January 1, 2023.

Adopted by the City Council this 6th day of December 2022.

Johanna Mouton,
Mayor

ATTEST:

Jeffrey Dahl
City Manager

First Reading:	November 15, 2022
Second Reading:	December 6, 2022
Publication:	TBD



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 9.a
TITLE: Consider Adoption of Resolution 57-2022 Creating Ad-Hoc Marina Advisory Committee and Appointments	
PROPOSED MOTION: To Adopt Resolution 57-2022 Creating Ad Hoc Marina Advisory Committee and Appointments	
PREPARED BY: Aurora Yager, Deputy City Manager	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends adoption of Resolution 57-2022 as presented.

FINANCIAL OR BUDGET CONSIDERATION:

There are no direct budget impacts from the proposed action aside from staff time. However, the ad hoc Committee will be charged with providing feedback and recommendations on operations and maintenance and future capital improvements. Those recommendations may have a future budget impact and will be brought forward for future Council consideration.

BACKGROUND:

Over the last year, staff and a smaller committee of boat slip holders have been working together to discuss the municipal marina's operations and maintenance, future fee increases, and feedback on future capital improvements. Now that the City has moved forward with creating a separate Enterprise Fund and operating budget for the Marina in 2023, the next step is to more officially recognize the committee of boat slip holders and solidify their scope in an advisory role to the City's operation of the municipal marina. A summary of the scope and composition of this ad hoc advisory committee is outlined below.

Purpose

To offer guidance to City Staff and the City Council regarding maintenance, operations, regulations, and capital projects for the municipal marina.

Structure

- Resolution establishing an ad-hoc Committee by the City Council for 2023 with a one-year term. Staff would return to the Council with a longer-term plan, if needed, after one year.
- Meet quarterly for one hour.
- Most items will be a round table discussion in order for City staff to get feedback on the City's maintenance and operations and capital project planning for the municipal marina.

Committee Members

- Chris Hickman
- Dennis Marhula
- Christina McCullough
- Brian McCullough

Staff Liaisons

- Deputy City Manager Aurora Yager

- Public Works Director/City Engineer Mike Kelly

ATTACHMENTS:

1. Resolution 57-2022 Creating an Ad Hoc Marina Advisory Committee

CITY OF WAYZATA

RESOLUTION NO. 57-2022

RESOLUTION CREATING AN AD HOC MARINA ADVISORY COMMITTEE

WHEREAS, under Section 18 of the City Charter, the City Council may create and appoint a such permanent or temporary commissions as it so desires with advisory powers to investigate any subject of interest to the City;

WHEREAS, the City has been moving forward with efforts to increase transparency and improve engagement with the operations and maintenance of, and capital improvements for the municipal marina;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota, pursuant to Section 18 of the City Charter, an ad hoc Marina Advisory Committee is hereby created and empowered to carry out the purposes and objectives outlined in Exhibit A, Council Report from November 15, 2022, compromised with the membership proposed therein.

BE IT FURTHER RESOVLED, the Committee shall meet as regularly as it deems fit and report back to Council its progress and findings periodically until such time as Council deems the Committee's work is complete.

Adopted by the Wayzata City Council this 15th day of November 2022.

Mayor Johanna Mouton

ATTEST:

City Manager Jeff Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 57-2022 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on November 15, 2022.

Kathy Leervig, City Clerk

SEAL

Attachment A
Staff Memo



City of Wayzata City Council Agenda Report

MEETING DATE: November 15, 2022	AGENDA ITEM: 9.b
TITLE: Consider Approval of an Agreement with Kraus Anderson for Construction Manager as Adviser Services for Panoway Boardwalk Project	
PROPOSED MOTION: To Approve Agreement with Kraus Anderson Construction Company for Construction Manager as Adviser Services for Panoway Boardwalk Project	
PREPARED BY: Emily Goellner, Community Development Director	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the Agreement with Kraus Anderson Construction Company for Construction Manager as Adviser Services for Panoway Boardwalk Project.

FINANCIAL OR BUDGET CONSIDERATION:

Services outlined in this agreement are to be billed at an hourly rate not to exceed \$45,000 for the pre-construction phase. It is to be funded by bonding grant reimbursements.

BACKGROUND:

Staff worked with Onyx Strategic Partners to recruit, interview, select, and facilitate a contractual agreement with Kraus-Anderson for Construction Manager as Adviser Services for the Panoway Boardwalk Project. The attached memorandum from Onyx Strategic Partners summarizes the selection process, which included input from Council Member Buchanan and Council Member Iverson. The attached proposal and agreement with Kraus-Anderson is focused on the pre-construction phase of the project. This agreement can be amended for the construction phase once the project scope and schedule have been appropriately identified.

Representatives of Kraus-Anderson will be in attendance at the meeting.

ATTACHMENTS:

1. Memorandum by OnyxSP on Boardwalk Preconstruction Status
2. Proposal by Kraus Anderson for Panoway Boardwalk CM - 11.15.2022
3. Agreement C132-2019 by Kraus Anderson and City of Wayzata for Panoway Boardwalk Construction Services



Memo to the Wayzata City Council
Tuesday, November 15, 2022

Construction Manager for the Panoway Boardwalk - Procurement Update

After weeks of effort from City staff and its consultants, we are happy to present you with an agreement for Preconstruction Services from Kraus Anderson. We have chosen to focus on only awarding this phase of work, at this time, so we can get the vital estimating, site logistics and subcontractor engagement work completed. The results of this phase of work will enable us to decide how to take this project to market in the next phases.

We recommend approval of this contract so that City staff and the broader team can move forward with work on Panoway Phase 2A, the boardwalk, hitting the important execution milestones we have laid out in the coming months.

The purpose of this correspondence is to inform you of the process that led us to this recommendation.

Update:

- Onyx recommended to the City in September that the process to procure proposals for and to hire a Construction Manager(CM) should start in September. The goal was to hire a CM during the Construction Document development phase to manage the risks associated with the volatile construction market and get ahead of the logistical challenges presented by this unique project.
- Onyx and the City spent the first weeks of October identifying the strategy for proposal procurement and generating a draft for our "Request for Proposals". We developed a rigorous RFP to ensure that all proposals received were thorough, transparent, and easy to compare. We identified nine parties we recommended be invited to propose. City staff approved the RFP and list, and it was sent to the select list of contractors on October 12th, with a review period of 2 weeks, due on the evening of October 26th.
- On October 14, Onyx and City staff led a Pre-Proposal meeting that all invitees were encouraged to join. This gave our invitees the opportunity to ask any clarifying questions about the process and expectations. This was structured in an open format, with all questions recorded and responses released publicly to all invitees after the meeting to ensure transparency in the procurement process, and to reduce information asymmetry.
- While we had strong initial interest in the project, eight of the invited firms chose not to propose for a diverse array of reasons. Many firms didn't feel comfortable or experienced with the specialty nature of this project or didn't think they could be competitive within the legal and performance requirements of a City process. On the due date of October 26, we received one strong applicant to the RFP, it was from Kraus Anderson.
- Onyx and City staff met the next day to deliberate our next steps. In the meantime, Onyx reviewed the proposal and determined they met every requirement we outlined. Onyx and City staff deliberated and determined that we would move forward with an interview on November 2 with Kraus Anderson and decide the best path forward from there. Kraus Anderson submitted an impressive and thoughtful proposal and the team was well prepared for their interview.
- In analyzing the group's feedback and determining a direction, we all felt Kraus Anderson presented a strong team to engage in this phase of the work, but that we'd like to remain open to ensuring we organize a process and market approach for execution that best meets the needs and goals of this project.

We have worked collaboratively with the KA team to determine a pre-construction phase services focus so we can get the expert advice we need to make informed choices in the coming months. This AIA agreement between the City and KA spans through construction execution, but is only valid for the pre-construction phase of work. We will focus their team's services, during this time, on:

- Estimating the project cost
- Site logistics planning
- Work scope and subcontractor engagement



CITY OF WAYZATA PANOWAY BOARDWALK PROJECT





MARK KOTTEN
PROJECT DIRECTOR



ERIC QUAM
PROJECT MANAGER



RICH PUTNAM
PROJECT SUPERINTENDENT



BOB JANSSEN JR.
PRECONSTRUCTION SERVICES
MANAGER



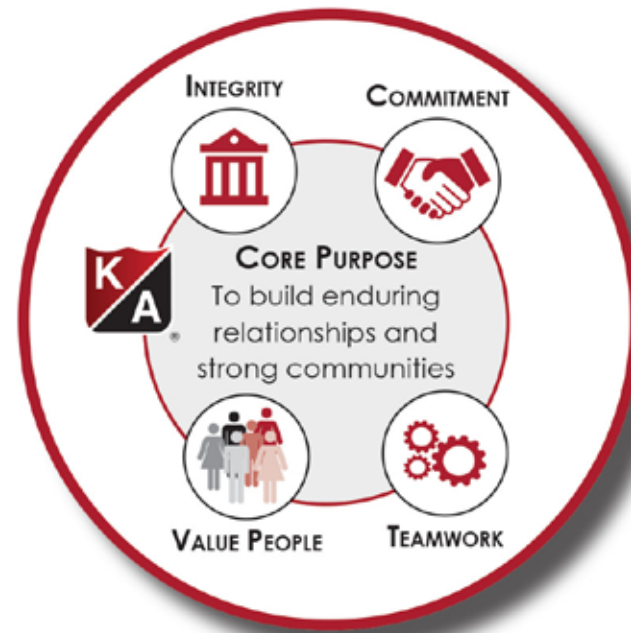
**MEGAN BARNETT-
LIVGARD**
COMMUNITY LIAISON



DUSTIN PHILLIPS
SENIOR PROJECT
MANAGER



LISA DAVID
SENIOR ESTIMATOR



**A Catered Approach
to Your Project**

**Relationship and
client-focused**

Advocate

**Community-
minded**

Solution-Driven

Passionate

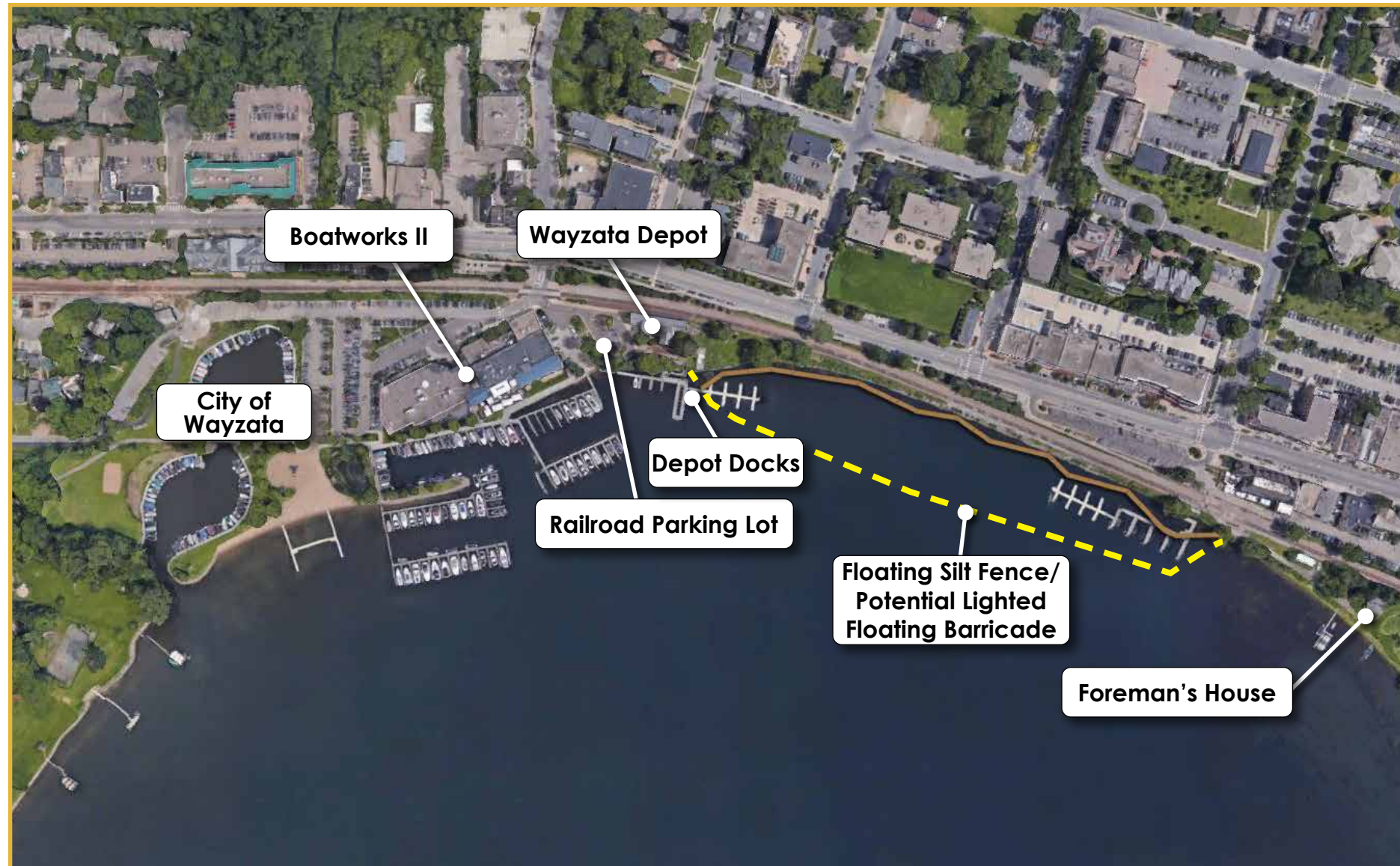


**UNIQUE
PROJECT**

**RESIDENT &
VISITOR
LEGACY
EXPERIENCE**

**COMPLEX
PROJECT
PRESERVING
HISTORY &
CREATING
VIBRANCY**

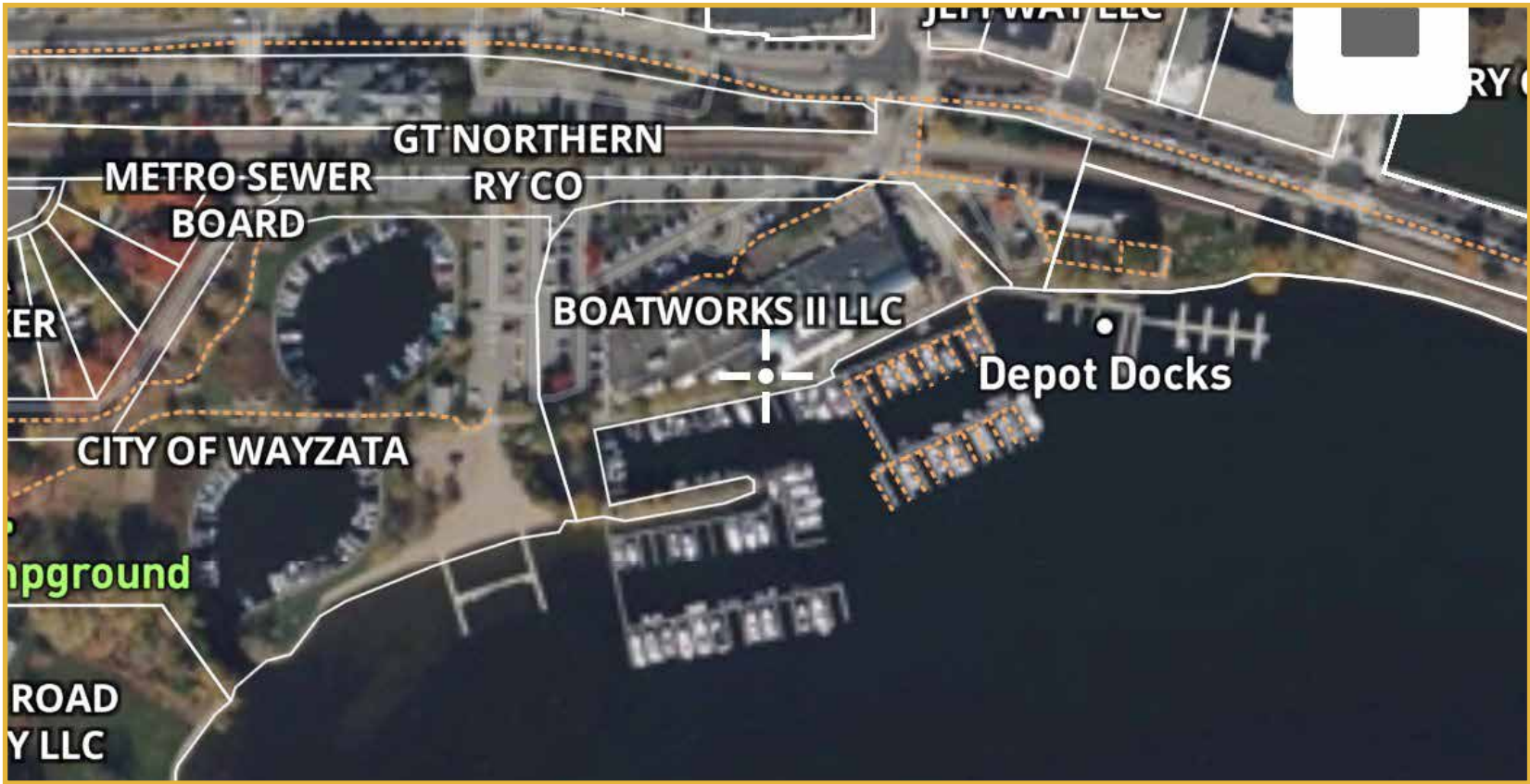
Risk	Mitigation
Project stakeholder and community communication and engagement	Communication with the many stakeholders of the project is crucial. From community members, the neighborhood, and employees to board and council members, each party needs to be informed. We can offer various tools to communicate the project's status, from simple PDF documents outlining schedules, budgets, and progress photos, to drone flyover video updates or interactive walk-throughs using our 360 camera viewable on your mobile device. Each piece of communication will be tailored to its audience. Regardless of technology, we recognize the importance of attending City meetings in person to provide updates verbally or provide more context for items being discussed. Kraus-Anderson will work with you to develop a project-specific communication plan.
Environmental protection and erosion and sediment control	Due to the sensitive nature of the environment and proximity to Lake Minnetonka's shoreline, proper protection and erosion control measures are paramount. KA will work closely with the design team to clearly define and enforce construction limits for all activities. We will proactively implement and monitor best practices to ensure that the surrounding sensitive areas are protected. We will disturb only enough area to efficiently complete the required work scope and re-establish any affected areas as soon as possible after work completion.
Land - Site logistics plan	We will work with the project team during preconstruction to identify a site logistics plan that will be included in the bidding documents. This plan will consist of, but not be limited to: site signage, contractor parking, contractor office trailer location, access, and egress to / from the potential staging area for deliveries. This area should include temporary fencing and gates to protect the public if possible. We will provide flag people for all trucking and equipment entering and exiting the site if necessary. This will be part of the project-specific Disruption Avoidance Plan.
Water - Construction zone safety plan for construction workers and public boaters on Lake Minnetonka	The lake construction zone site-specific safety plan (SSSP) will be developed during preconstruction, addressing all known safety issues. This will include how best to protect construction workers and public boaters during construction. Daily and weekly safety meetings and inspections will be conducted to ensure compliance with the SSSP and all OSHA requirements. Key critical activities will have a pre-installation conference to ensure safety. This may include a floating barrier and signage to separate construction workers from the boating public.
Weather / Project Schedule	Weather will drive the project schedule. KA will have an initial project schedule in the specifications, but that schedule may / will change due to weather conditions.
Pile driving noise	Noise from driving piles is inevitable. Communication with the community, residents, and businesses will be needed. This will be part of the project-specific communication plan.



Opportunities/Unique Aspects

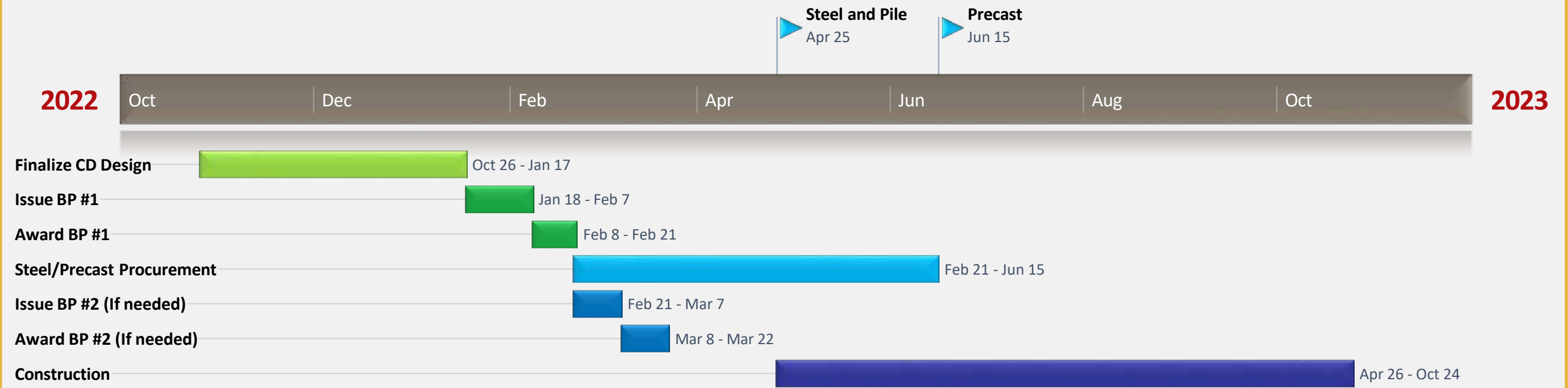
SWPPP/Lake Minnetonka Protection
Traffic/Parking
Lake Street East Thoroughfare
Temp Fencing
Jobsite Safety and Disruption
Avoidance Plan
Site-Specific Safety Plan

SITE LOGISTICS AND PROJECT APPROACH



City of Wayzata, Panoway Boardwalk

Preliminary Schedule



Spring Start

Bid Timing

Long-Lead Material
Procurement

Fall Completion

Permitting

Construction Update Example

CONSTRUCTION ACTIVITIES PROGRESS THIS MONTH

Building Exterior

- With the exception of coping on parapet tops, metal panels are in place. Remains to be finished.
- Upper level site work has started and will be wrapping up in early September.
- Landscaping will be starting in mid-August.
- Louvers will be installed at the end of August.



Weather

- Construction Days Lost to Weather: 0
- Total Construction Days Lost to Weather: 18

Safety

- Lost Time Days: 1/2 day
- Days Worked Without Lost Time Accident: 13 months

Schedule

The design phase and bidding are expected to be complete by the end of 2020, with construction starting in spring 2021 and occupancy in September of 2022.

Kraus-Anderson

Jason Rentmeester, Senior Project Manager
jason.rentmeester@krausanderson.com



Crystal Police Department

Construction Updates

The new 53,300 sq. ft. police building will feature efficient, safe work spaces, including a secure, centralized evidence storage area.

City Advocate
Community Minded
Solution Driven

Drone Footage Example



City of Crystal Construction Update Page



City of Burnsville Drone Footage

SCAN US!

• Preconstruction

- Detailed construction document estimate
- Identify potential value management solutions
- Comprehensive overall budget, including construction and all soft costs
- Recommendations for project delivery method
- Recommendations for the contractors' scopes of work
- Recommendations for site logistics plan/ disruption avoidance planning
- Recommendations for a site-specific safety plan (land and water)
- Overall project schedule, including preconstruction, bid /award, construction, and post-construction
- Strategize potential bidders with the project team
- Prepare front ends specifications, including an invitation for bidders

• Construction

- Scheduling
- Budget updating
- Contractor coordination
- OAC meetings
- Disruption avoidance/safety
- Be a good neighbor

• Post Construction

- Post occupancy log tracking
- 11 month walk-through



RELEVANT AND UNIQUE PROJECT EXPERIENCE

**Chaska Curling and Event Center
and Fireman's Park Redevelopment**



Wild Rice Retreat Center



**Lake Vermilion State Park -
Campground and Water Access**



**Lake Elmo Park Reserve -
Nordic Center**



66

Cities served as a CM partner

97%

CM delivery method

**MSP - Terminal 1 South
Security Exit and
Facade**



Vision

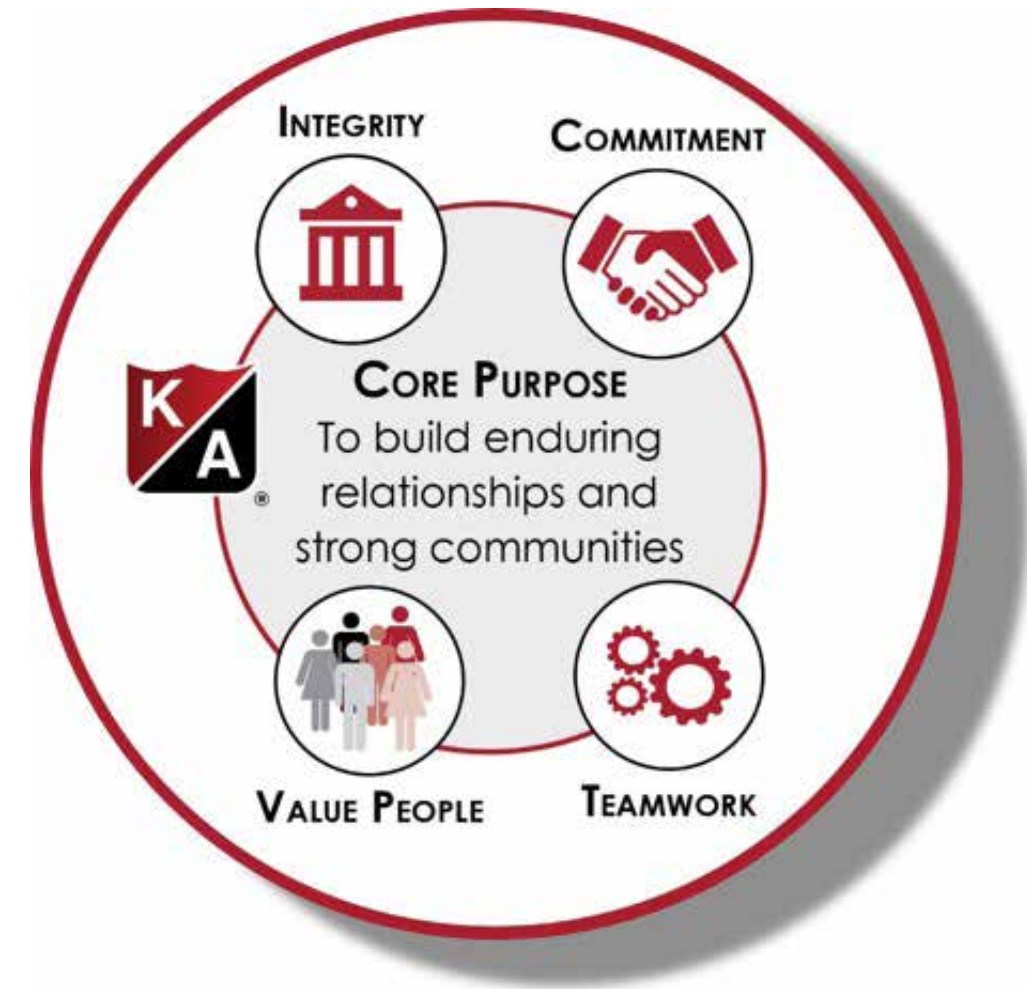
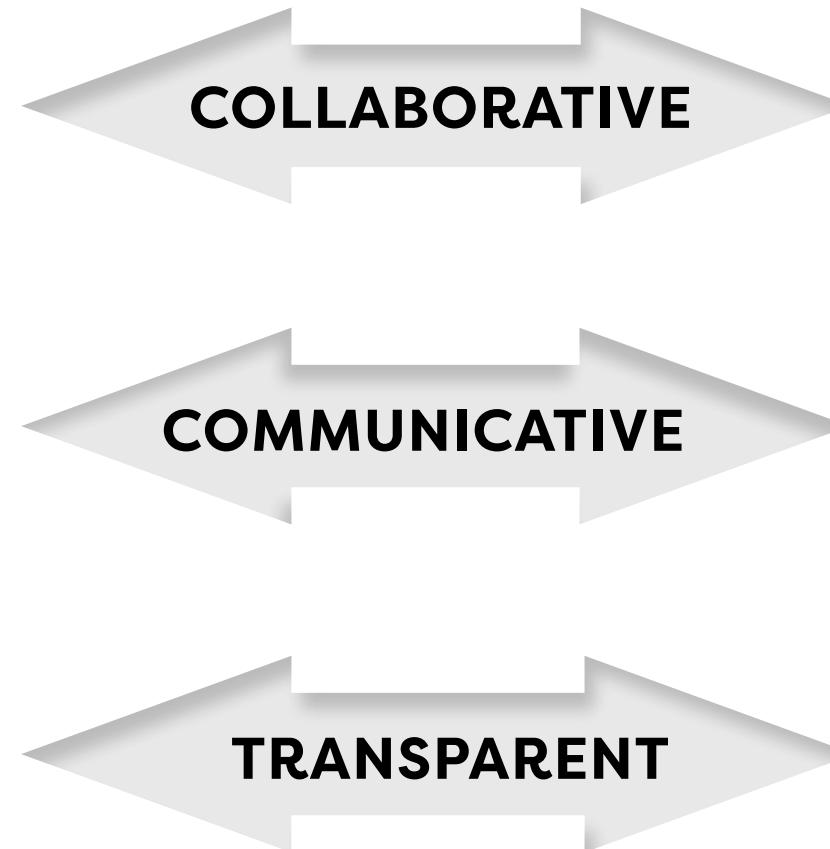
Wayzata is a charming, socially connected, and walkable lakeside community. A multi-generational community at the forefront of sustainability, with a healthy environment, enticing parks and public spaces. It is a proud steward of its premier natural asset; Lake Minnetonka.

Mission

To preserve and enhance the quality of life of the community, in order to be the idyllic city on Lake Minnetonka to live, work, shop and play.

Values

- Respect
- Pride
- Safety
- Excellence
- Responsiveness
- Teamwork
- Fiscal Responsibility
- Integrity
- Friendliness





T H A N K Y O U !



*Building enduring relationships and
strong communities*



*To preserve and enhance the quality of life of
the community, in order to be the idyllic city on
Lake Minnetonka to live, work, shop and play.*





AIA[®] Document C132[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 9th day of November in the year 2022
(In words, indicate day, month and year.)

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

City of Wayzata
600 Rice Street East
Wayzata, MN 55391

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

Kraus Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

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

City of Wayzata Panoway Boardwalk Project
Wayzata, MN 55391

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

Civitas Landscape Architecture
1200 Bannock Street
Denver, CO 80204

The Owner and Construction Manager agree as follows.

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

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. The Owner and the Construction Manager agree that this Agreement shall only govern the Preconstruction Phase of the Project. In lieu of executing a separate contract for the Construction Phase of the Project, should the Owner and the Construction Manager agree, they may execute an Amendment to this Agreement for the Construction Phase of the Project once the Project scope and schedule have been appropriately identified during the Preconstruction Phase. If no Amendment is executed, any Construction Phase services performed by the Construction Manager shall be compensated at the hourly rates set forth in Article 11, plus any reimbursable expenses, plus the Construction Manager's Fee of 1.95% of the total Construction Cost.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

A 1,500 LF Boardwalk that will connect from the Depot Docks to the Broadway Community Docks

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Init.

/

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

December 2022

.2 Construction commencement date:

April 2023

.3 Substantial Completion date or dates:

December 2023

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid or negotiated contract.)

To be determined after consultation between the Owner, Construction Manager and the Architect.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

TBD

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall endeavor to define the terms, conditions and services related to the Owner's Sustainable Objective and may complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. Agreement. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address, and other contact information.)

Jeffrey Dahl – City Manager
600 Rice Street East
Wayzata, MN 55391
Phone: 952-404-5309
Email: jdahl@wayzata.org

Init.

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Jessie Houlihan

Onyx Strategic Partners

330 Second Avenue S #370

Minneapolis, MN 55401

Phone: 612-916-6212

Email: jessie@onyxsp.com

§ 1.1.11 The Owner shall retain the following consultants and Contractors: TBD
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Contractors, as defined in Section 1.4:

.5 Separate Contractors, as defined in Section 1.4:

.6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Mark Kotten – Construction Executive

Kraus Anderson Construction Company

501 South Eight Street

Minneapolis, MN

Init.

/

Phone: 612-747-5357
Email: mark.kotten@krausanderson.com

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

TBD

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

N/A

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

N/A

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager ~~shall~~ shall, by appropriate written agreement, appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 ~~The parties shall agree upon~~ Construction Manager shall assist the Owner and Architect in establishing protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will~~ may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the ~~model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form~~, model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

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

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

Init.

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

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate.

§ 2.8.6 ~~Additional Insured Obligations.~~ To the fullest extent permitted by law, ~~the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~ Reserved.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project ~~Project, which may be documented~~ using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 ~~A-If a centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203–2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:~~
(List any items to be included that are not listed in Article 3 of E203–2013.)

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual

estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and ~~coordinate~~ assist the Owner and Architect with resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors. The Owner will review and approve contracts consistent with the Owner's approval process.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objective.

§ 3.3 Construction Phase

Should the Owner engage the Construction Manager after the Preconstruction Phase for the Construction Phase of the Project as contemplated under Article 1.1, the terms of this Section 3.3 shall apply as well as other terms of this Agreement that relate specifically to the Construction Phase.

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors'

Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible to the Owner for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and ~~Specifications, and provide its written recommendation.~~ Specifications. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and ~~coordinate~~ assist the Owner and the Architect with resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require;

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the ~~Owner, Construction Manager, Architect, and Contractors.~~ Owner and Construction Manager. Consent shall not be unreasonably withheld.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	<u>Owner</u>
§ 4.1.1.2 Tenant-related services	<u>Owner, if required</u>
§ 4.1.1.3 Commissioning	<u>Owner, if required</u>
§ 4.1.1.4 Development of a commissioning plan	<u>Owner, if required</u>
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	<u>Owner, if required</u>
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	<u>N/A</u>
§ 4.1.1.8 Assistance with site selection	<u>N/A</u>
§ 4.1.1.9 Assistance with selection of the Architect	<u>Owner</u>
§ 4.1.1.10 Furnish land survey	<u>Owner, if required</u>
§ 4.1.1.11 Furnish geotechnical engineering services	<u>Owner</u>
§ 4.1.1.12 Provide insurance advice	<u>Owner, if required</u>
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	<u>Owner, if required</u>
§ 4.1.1.14 Stakeholder relationships management	<u>N/A</u>
§ 4.1.1.15 Owner moving coordination	<u>N/A</u>
§ 4.1.1.16 Coordination of Owner's Separate Contractors	<u>Construction Manager, if required</u>
§ 4.1.1.17 Other Supplemental Services	<u>N/A</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement, per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objective. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services to the extent services are required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

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

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

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

§ 5.7 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

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

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

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

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

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

§ 5.19 The services, information and reports provided by the Owner pursuant to this Article 5 shall be provided at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

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

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all

consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

~~If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:

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(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

Payment for services performed and costs incurred by reason of such termination, along with reasonable profit on services not completed during the Construction Phase.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1–10.8.1 or as otherwise required to be disclosed pursuant to Chapter 13 of the Minnesota Statutes, the Minnesota Government Data Practices Act. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably

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necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Governing Law; Jurisdiction; Data Practices Act. This Agreement shall be construed in accordance with governed by the laws of the State of Minnesota. The parties agree to submit to the jurisdiction of the courts of the State of Minnesota, and that any litigation regarding this Agreement will be brought in the state or federal courts that lie in Hennepin County, Minnesota. The Parties acknowledge that this Contract is subject to the applicable requirements of Minnesota's Government Data Practices Act (MGDPA), Minnesota Statutes, Section 13.01 et seq. The Construction Manager agrees to cooperate with the Owner with respect to the Owner's obligations to comply with the requirements of the MGDPA. Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Construction Manager in performing this contract is subject to the applicable requirements of the MGDPA.

§ 10.11 Non-Discrimination. The provisions of any law or ordinance relating to civil rights and discrimination applicable to the services for which the Construction Manager is responsible under this Agreement shall be considered part of this Agreement as if fully set forth herein. Construction Manager certifies that it that is in compliance with applicable laws prohibiting discrimination as to all aspects of employment because of race, color, religion, gender, age, disability, sexual orientation or national origin, and that it is an equal opportunity employer.

§ 10.12 Entire Agreement; Amendments. This Agreement and the attachments referenced herein represent the entire agreement between Construction Manager and Owner. Any terms in attachments which conflict with the main body of this Agreement shall be limited, controlled and superseded by the terms in the main body of this Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, either written or oral. No amendment or modification of the terms of this Agreement, except as may be expressly authorized herein, may be made and will not be effective unless agreed upon in writing by Owner and Construction Manager.

§ 10.13 Independent Contractor. Owner and Construction Manager agree that Construction Manager is an "independent contractor" and not an employee of Owner. Construction Manager shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the services under this Agreement. Construction Manager shall be responsible for the compensation and benefits of Construction Manager's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to Construction Manager under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid by Owner with respect to payments to Construction Manager, including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax. Construction Manager shall not be entitled to any benefits from Owner, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

§ 10.14 Compliance with Laws. The Construction Manager shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted to the extent applicable to the Construction Manager's performance of its services under this Agreement

§ 10.15 Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

§ 10.16 Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any

express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

At the hourly rates set forth in Section 11.5.1 for services rendered, subject to a not to exceed sum of \$45,000, for 6 months of Preconstruction Phase Services from the date of this Agreement. Should the Preconstruction Phase exceed the above period, the Construction Manager's time shall be billed at the hourly rates set forth in Section 11.5.1.

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

The Owner and the Construction Manager may agree to execute an Amendment to this Agreement to set forth the compensation for the Construction Phase once the Project scope and schedule have been appropriately identified during the Preconstruction Phase. If no Amendment is executed, any Construction Phase services performed by the Construction Manager shall be compensated at the hourly rates set forth in Article 11, plus any reimbursable expenses, plus the Construction Manager's Fee of 1.95% of the total Construction Cost.

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At the hourly rates set forth in Section 11.5.1, plus Reimbursable Expenses.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

At the hourly rates set forth in Section 11.5.1, plus Reimbursable Expenses.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

§ 11.5.1 Hourly Rates for administrative and management personnel:

Personnel Category	Rate Per Hour
Employee or Category	Rate (\$0.00)
Project Director	\$ 184.00 / hour
Senior Project Manager	\$ 158.00 / hour
Project Manager	\$ 139.00 / hour

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Community Liaison	\$ 139.00 / hour
Preconstruction Manager / Estimator	\$ 134.00 / hour
General Superintendent	\$ 146.00 / hour
Project Superintendent	\$ 137.00 / hour
Quality Manager	\$ 138.00 / hour
Accounting	\$ 66.00 / hour
Safety Manager	\$ 144.00 / hour

The rates set forth above shall be in effect through December 31, 2023. Thereafter the rates shall be increased by three percent (3.0%) per year as of January 1 of each subsequent year.

The rates for any miscellaneous tool or equipment rentals shall be at the rates set forth in Exhibit A.

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures. The compensation for reimbursable expenses set forth in this Section 11.6 shall only apply in the event the Owner engages the Construction Manager after the Preconstruction Phase for the Construction Phase of the Project as contemplated under Article 1.1.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants plus percent (%) of the expenses incurred directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 General conditions expenditures;

- .12 General liability, professional liability, and umbrella liability insurance at a rate of 0.82% of the cost of the Construction Manager's Preconstruction and Construction Phase services; and
.13 Other similar Project-related expenditures.

§ 11.6.3 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus 1.95 % of the expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.
(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

N/A

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of N/A (\$ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

% The rate of interest required by applicable law, or if no such rate is required by applicable law, invoices due and unpaid under this Agreement shall bear interest from the date payment is due at an annual rate of interest of two percent (2%) over the reference rate of interest from time to time announced by U.S. Bank Minneapolis, NA as its reference rate, with each change in interest rate hereunder to become effective on the date the corresponding change in such reference rate as announced by U.S. Bank Minneapolis, NA becomes effective.

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 DOCUSIGN ELECTRONIC SIGNING SYSTEM. The Construction Manager has an agreement with DocuSign, Inc. ("DocuSign") with respect to the DocuSign electronic signing system (the "DocuSign System"). The DocuSign System may be used to facilitate the administration and execution of the Owner's Construction Contracts with the Multiple Prime Contractors, as well as various other Contract Documents requiring signatures. Should the Owner elect to have the Construction Manager use the DocuSign System with respect to any portion of the Project, the Owner acknowledges and agrees that (i) the Owner conducted its own independent investigation and evaluation as to all legal and other considerations related to its decision to use the DocuSign System on the Project, (ii) the Owner did not rely on any advice, recommendations or representations of the Construction Manager in making the Owner's independent determination to use the DocuSign System on the Project, (iii) the Construction Manager and DocuSign are not affiliated with each other and the Construction Manager does not warrant or guarantee any portion of the DocuSign

System, (iv) the Construction Manager does not warrant or guarantee that the DocuSign system complies with or satisfies any legal requirements applicable to its use on the Project, and (v) to the fullest extent permitted by law, the Owner waives, and shall hold harmless and indemnify the Construction Manager from and against, all claims, causes of action, costs, expenses and damages (including reasonable attorney's fees) arising out of or resulting from the use of the DocuSign System on the Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)
☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile, pdf or other generally accepted electronic means (e.g., DocuSign) shall be effective as delivery of a manually executed counterpart of this document.

City of Wayzata, A Municipal Corporation

Kraus-Anderson® Construction Company

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

By: Johanna Mouton, Mayor

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Init.

(Signature)

By: Jeffrey Dahl, City Manager

(Printed name and title)

Camille Helou, Vice President

(Printed name and title)



Init.

/

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:22:47 ET on 11/09/2022 under Order No. 3104236359 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)