



WAYZATA PARKS AND TRAILS BOARD

Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street

Tuesday, December 12, 2023

6:00 PM

- 1. Call to Order and Roll Call**
- 2. Approval of Agenda**
- 3. Approval of Minutes**
 - a. November 15, 2023 Parks and Trails Board Meeting Minutes
- 4. Public Comments**
- 5. Old Business**
 - a. Klapprich Park Design Development Update
 - b. Maple Tree Tapping Discussion
 - c. Family Skate Day
 - d. Big Woods
- 6. New Business**
 - a. Sunday Music in the Park Discussion
 - b. Rental Revenue
- 7. Other Business**
 - a. Communications Recap
 - b. Staff Updates
 - c. Future Agenda Items
 - d. Next Meeting - January 17
- 8. Adjourn**

Members of the Parks & Trails Board and some staff may gather at 6Smith immediately after the meeting or a purely social event. All members of the public are welcome.



City of Wayzata Parks and Trail Board Agenda Report

MEETING DATE: December 12, 2023	AGENDA ITEM: 3.a
TITLE: November 15, 2023 Parks and Trails Board Meeting Minutes	
PROPOSED MOTION: Approve the November 15, 2023 Parks and Trails Board Meeting Minutes	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Mike Kelly, City Engineer/Director of Public Works	

ACTION REQUESTED:

To Approve the November 15, 2023 Parks and Trails Board Meeting Minutes

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. 11-15-23_P&T Board Minutes



Parks and Trails Board Meeting Minutes

Wednesday, November 15, 2023
Wayzata City Hall Community Room

Attendees: Chair Tory Schalkle, Vice Chair Merrily Borg Babcock, Sarah Randolph, Sarah Showalter, Bianca Jensen, and Jon Erickson.

Staff: Parks Planner, Nick Kieser.

Guests: Bob Slipka, WSB Landscape Architect.

1. **Call to Order and Roll Call:** Meeting was called to order at 6:05 PM by Chair Schalkle.
2. **Approval of Agenda:** Motion to approve the agenda with the following additions, Community Education, Winter Event and Big Woods discussion. Unanimously approved.
3. **Approval of Minutes:** Motion to approve the September 20, 2023 Parks and Trails Board Meeting Minutes with proposed amendments. Unanimously approved.
4. **Public Comment:** No public comments provided.
5. **Old Business:**
 - a. **Klapprich Park Design Development and Building Plan Proposal Review:** Bob Slipka from WSB provided a review of the revised plan for Klapprich Park. The plan includes a sidewalk on the east side of park which could be difficult to construct with the grade, trees, and overhead utilities, but will be kept in the plans for now. Discussion around and general agreement around adding stairwell to connect to park from north and incorporate a slide along the stairs. Agreement was also noted to remove the existing playground equipment to be regraded to fit the hillside. Suggestion was made to construct stairs with natural looking material if possible and to relocate the stairs into the existing natural connection that has a less steep slope. Discussion and recommendation to reconfigure the play area to maximize skating area and reduce size of patio area. The request for trees to soften the area between parking and warming house was made. Erickson suggested using a grass paver system for the existing maintenance road on the east side of the park.

The Board reviewed the TCM proposal to create construction plans for the Bell Courts Cabana and the Klapprich warming house. The combined total is proposed to be approximately \$75,000. Randolph motioned to recommend approval of the TCM

proposal, Jon Erickson seconded. Motion was approved unanimously. Staff will bring the proposal forward to the Council for their review and approval once the 2024 budget is approved.

- b. **Bell Courts Bid Package Review:** Slipka reviewed the plans for Bell Courts which are to reconfigure the existing four tennis courts into four pickleball courts and two tennis courts. There is fencing only separating the north and south pickleball courts, an expansion to the east, moving the bocce ball court to the east and making one ADA accessible.

The plan is to solicit bids this winter so construction can happen next spring. The tennis courts at middle school can be used during the construction of Bell Courts. The completion of Bell Courts would be planned for late June to mid-July.

- c. **Post Office Bulb Planting:** Babcock reported on bulb planting and noted that the volunteer event was successful. Babcock noted that releases should be obtained from each volunteer for future events on the day of event so photos of the volunteers can be used.
- d. **Maple Tree Tapping Discussion:** Babcock reported on the Maple Tree Tapping event and that she is requesting compensation for her time this year because it is a very time-consuming event for her to do. Babcock calculated that she spent 198 hours to reduce the sap last year.

Staff will work with other city staff and potentially Wayzata Community Ed to determine if there is a way to compensate Babcock for her time. If the City was to pay Babcock directly then a new position would need to be created and posted for anyone to apply or a consulting company would need to be created for the City to hire. Therefore, a partnership with Wayzata Community Ed could work best.

- e. **Sunday Music in the Park:** Babcock noted that she is not planning to coordinate Music in the Parks for 2024. Additional volunteers will be necessary to coordinate the concerts with staff help.

6. New Business:

- a. **Community Education:** Wayzata Community Ed is proposing 10 options for winter session that were attached to the packet for review. The winter catalog will be available within the next couple of weeks and the physical copy of the catalog will be in mailboxes in early December.
- b. **Winter Event:** Discussion around agreement to move ahead with Family Skate on Sunday, January 14 from 1:00 pm – 4:00 pm. Staff noted that the Muni might be able to help with beverages. Showalter will reach out to food vendors. Staff will also reserve speakers and work to communicate the event.
- c. **Big Woods:** Babcock reported multiple concerns in the Big Woods when she went to check on buckthorn. There is significant damage being done by undergrowth removal,

leaf removal/relocation, etc. Babcock noted that she will continue to discuss the issues with city staff, The Land Trust, and The Retreat.

7. Other Business

- a. Communications Recap:** The main item to communicate is the Family Skate Day event.
- b. Staff Updates:** Staff reported that platform tennis and the Nature Center feasibility study was removed from the budget in the recent city council workshop.

Staff noted that a grant from the United States Tennis Association is available for the Wayzata West Middle School courts of approximately \$25,000, but the grant is only available if the courts are not striped for pickleball. The Board discussed that pickleball is still important in that location. Schalkle motioned to stripe all four tennis courts at the Middle School for pickleball, Babcock seconded. Unanimously approved.

Staff stated that the Duffy Boat discussion will be brought up at the January 4 Council workshop along with additional Panoway policy discussions. A main item to determine before the workshop is the approximate cost to provide electrical service to this location.

- c. Future Agenda Items:** The future agenda items noted by the Board are:
 - Family Skate Day
 - Klapprich Park Update
 - Maple Tree Tapping
 - Sunday Music in the Park
 - Big Woods
- d. Board Member Recruitment:** Staff reported that multiple Board seats are expiring in 2023 so applications are now being accepted for those seats. Erickson indicated he had not yet decided to apply for reappointment to the Board. Showalter indicated she likely would apply for reappointment. All were encouraged to direct those who might be interested to the city website for details on the application which is due at the end of November.
- e. Adjournment:** The meeting was adjourned at 9:05 pm. The next meeting is scheduled for Tuesday, December 12, 2023 at 6:00 pm. Showalter advised that she will not be in attendance.



City of Wayzata Parks and Trail Board Agenda Report

MEETING DATE: December 12, 2023	AGENDA ITEM: 5.a
TITLE: Klapprich Park Design Development Update	
PROPOSED MOTION: N/A	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Mike Kelly, City Engineer/Director of Public Works	

ACTION REQUESTED:

N/A

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

WSB has provided an updated plan set for the Klapprich Park design development which also includes an alternative plan for additional review. The Board can provide comments on the updated plans. WSB provided the following comments regarding the plans:

The plans should include updates and comments from the last P&T Board Meeting. Most of the focus was on the pavement layout, etc. We are still showing landscaping but that has not been as updated as the play container, walks, etc. You will see we inserted Bell Court plans as well just for reference.

One key item to note, we inserted stairs and hillside slide based on feedback from the last meeting. It seemed a bit disjointed on our end so we actually incorporated the stairs and hillside slides adjacent to the play container. To explain, the hillside slide needs to be at about 35% slope to work properly and our slopes are about half that so we are need to do some grading and adjustments to the area for the slides to work. This is why you will see multiple slides instead of just one really long one. In the current plans we have two sets of stairs and two slides, one slide is about 30' long and the other is about 42' long so still very long slides. We incorporated the slide entry and exit points as part of stair landing so they can be shared and help reduce impacts. One good point with this approach is it removed the north walk connecting to hockey rink and doing up the hill to the existing play container preserving more lawn area for skating.

As a separate attachment, we did lay out another option for the stairs and slides further east per our last meeting. One draw back is the walkway does remove some of the skating area which was a talking point at the last meeting. This alternative option has a greater grouping of stairs and three slides (more stairs than slides but this is due to the slope requirements for the slides to work properly). The upper slide is 30', middle is 24', and lower slide is about 40'. Obviously we would only go with one option but you see both in this alternative drawing.

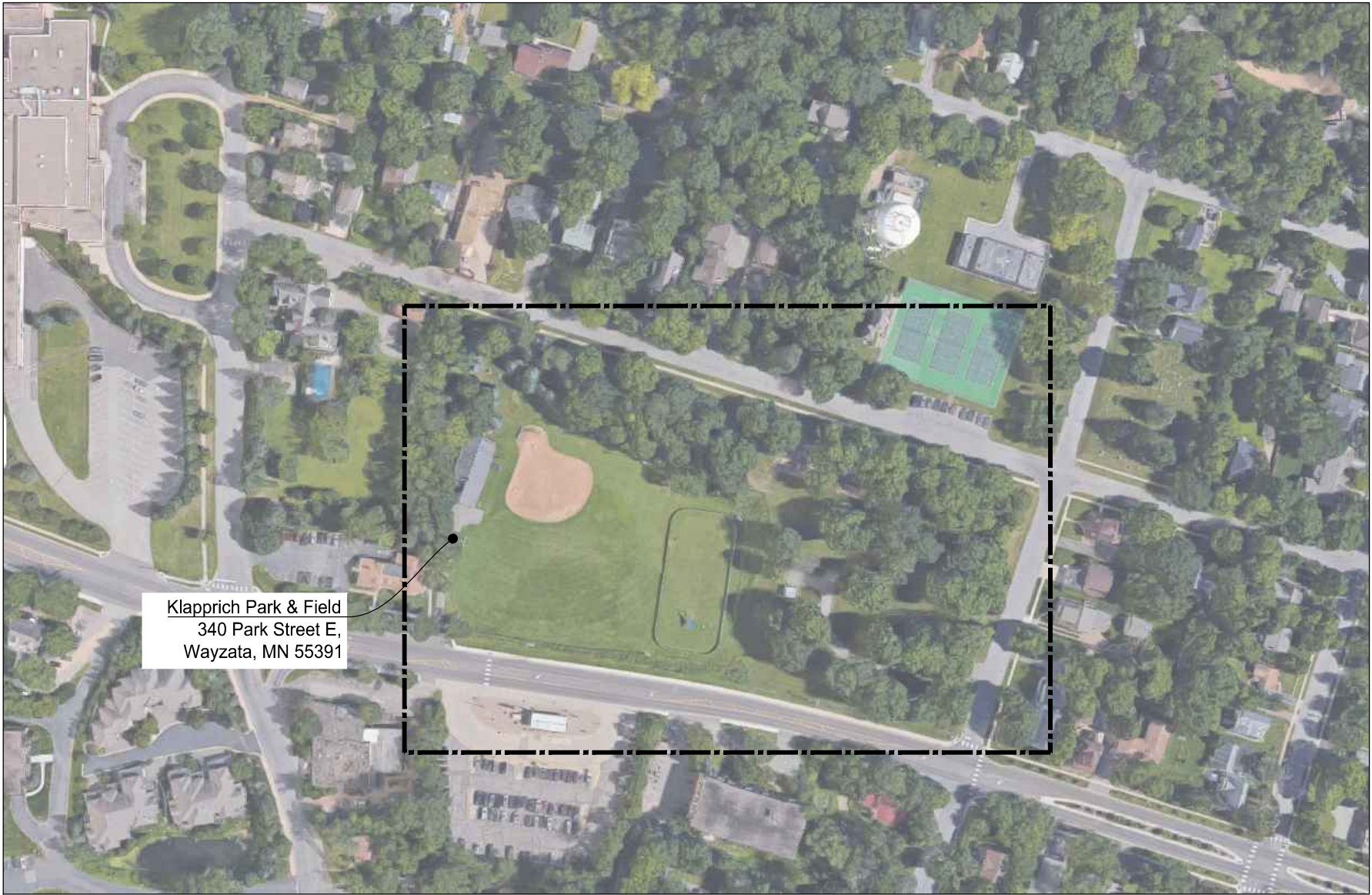
ATTACHMENTS:

1. 12-7-23_Klapprich Park Plan
2. 12-7-23_Klapprich Park Plan Alternate

Klapprich Park Improvements

Wayzata, Minnesota

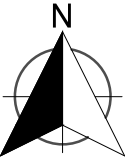
City Improvement Project No..... -----
WSB & Associates, Inc. Project No. 022538-000
Issue Date..... 12/07/2023



1 PROJECT LOCATION MAP
L1.0

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
L1.0	TITLE PLAN
L2.0	DEMOLITION PLAN
L3.0	LAYOUT PLAN
L4.0	GRADING PLAN
L5.0	RESTORATION PLAN

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF PRIVATE UTILITIES HAS BEEN DESIGNATED UTILITY QUALITY LEVEL D. THESE QUALITY LEVELS WERE DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE DATA". THE CONTRACTOR IS TO DETERMINE THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE DEEMED NECESSARY TO AVOID DAMAGE THERETO.



SCALE: DESIGN BY:
AS SHOWN KP
PLAN BY: CHECK BY:
KP RS

REVISIONS	
NO.	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Robert A. Sliplia
DATE: 11-14-2023 LIC. NO. 44337

TITLE PLAN

KLAPPRICH PARK IMPROVEMENTS
CITY OF WAYZATA, MN

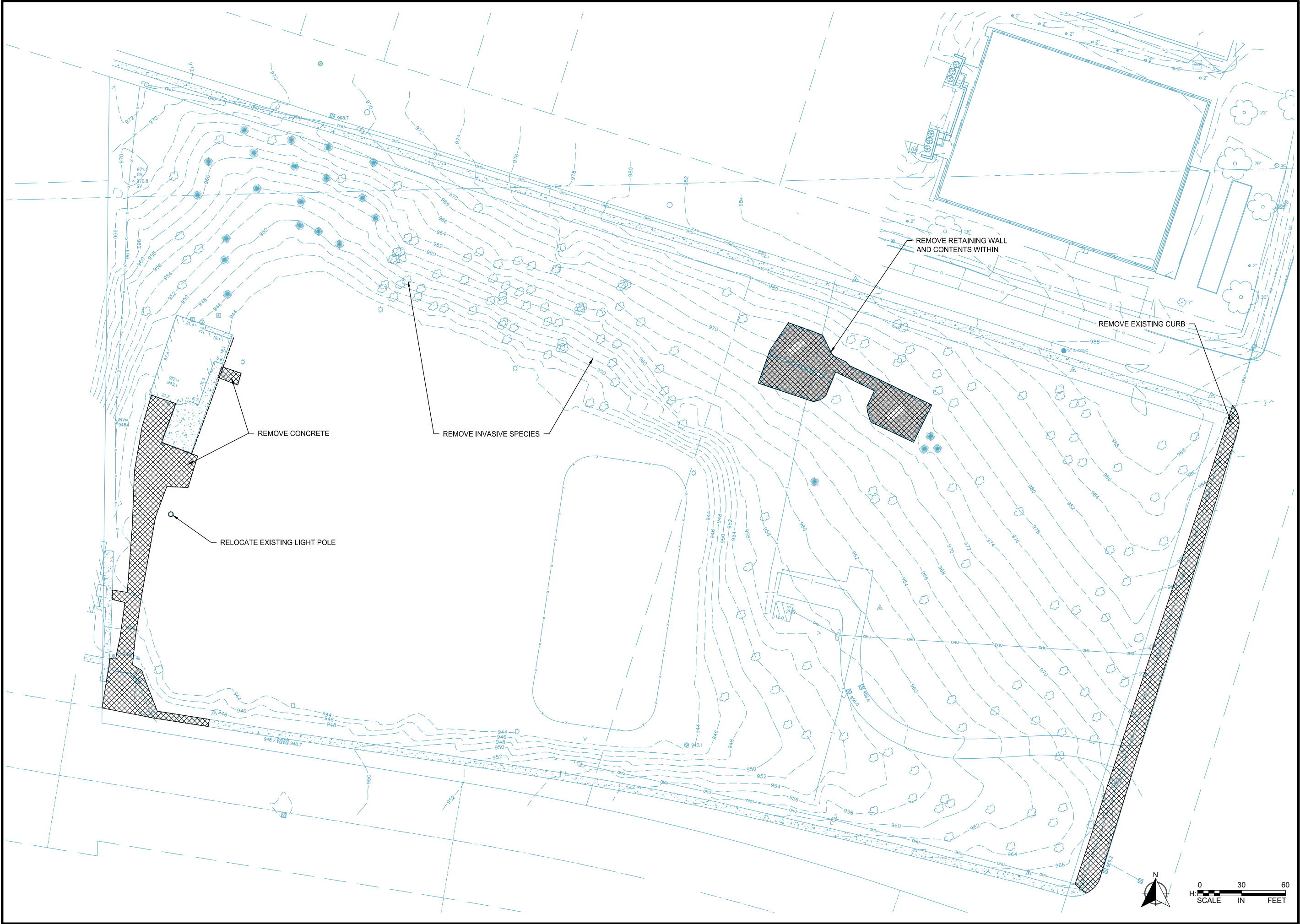
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WSB PROJECT NO.
022538-000

SHEET
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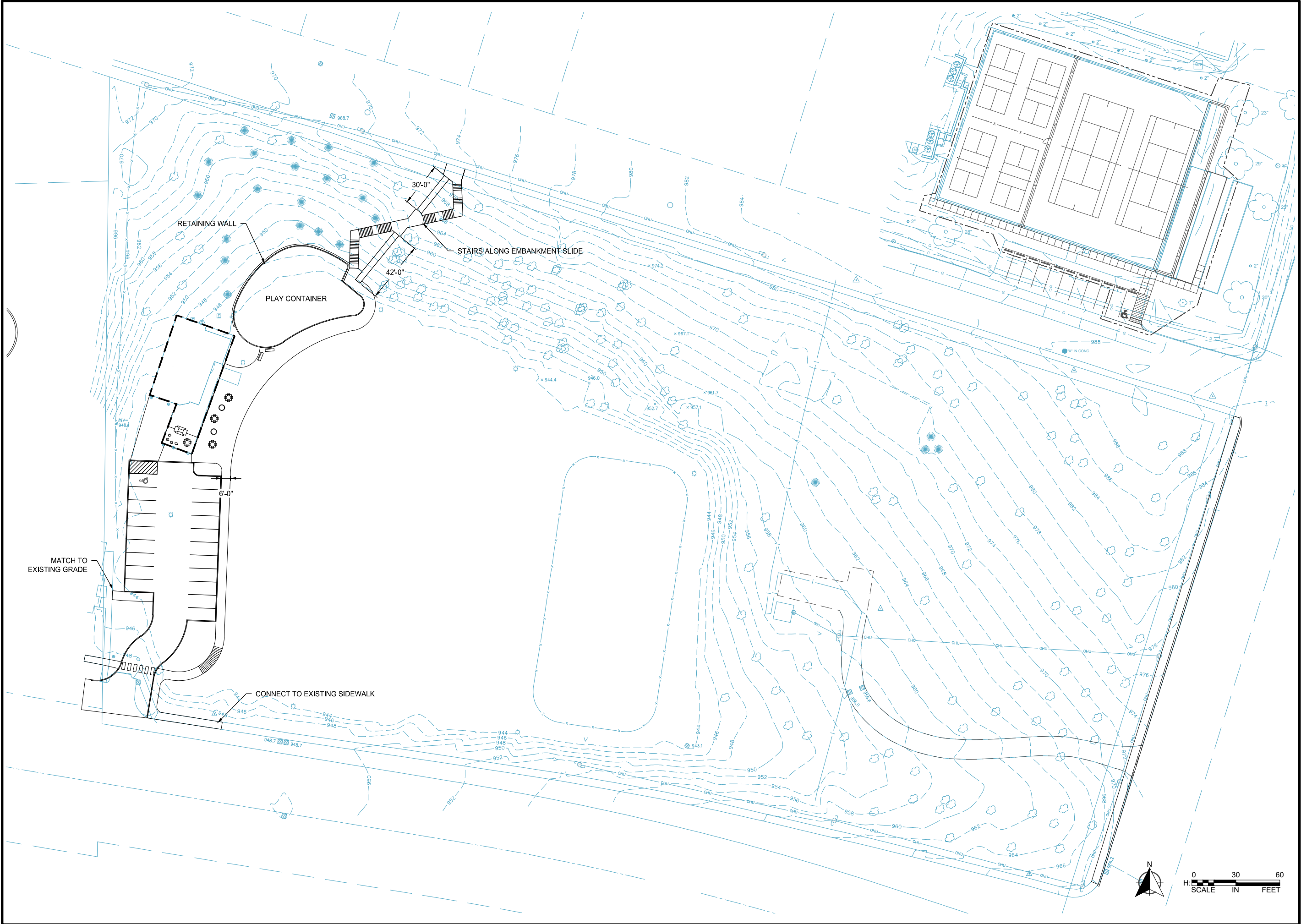
Robert A. Slipla
DATE: 11-14-2023 LIC. NO. 44337

DEMOLITION
PLAN

KLAPPRICH PARK IMPROVEMENTS
CITY OF WAYZATA, MN

CLIENT PROJECT NO. XXXXXX
WSB PROJECT NO. 022538-000
SHEET L2.0
Page 8 of 54

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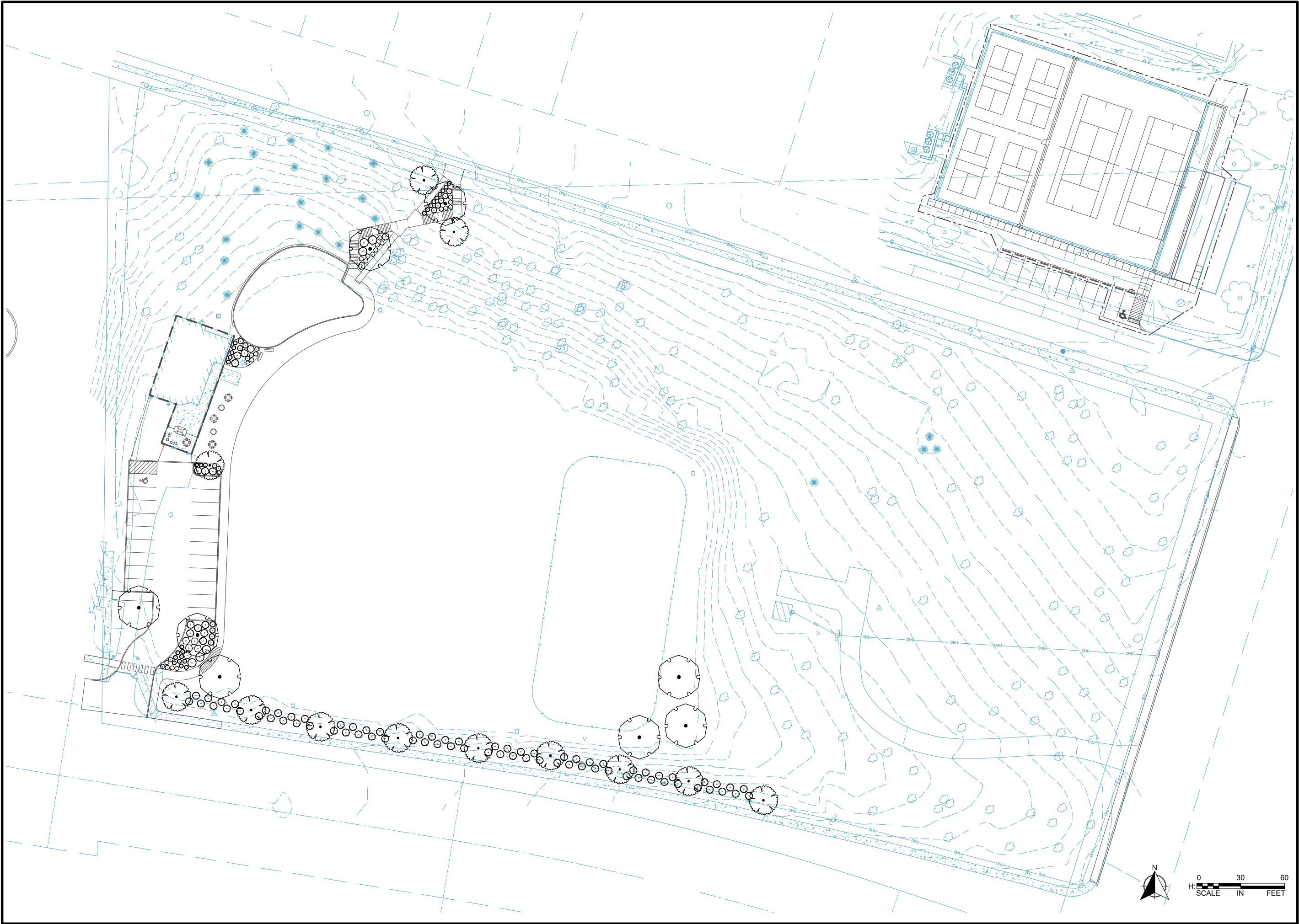
Robert A. Slipta
DATE: 11-14-2023 LIC. NO. 44337

LAYOUT PLAN

KLAPPRICH PARK IMPROVEMENTS
CITY OF WAYZATA, MN

CLIENT PROJECT NO. XXXXXX
WSB PROJECT NO. 022538-000
SHEET L3.0
Page 9 of 54

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REVIEWS	
NO.	DESCRIPTION

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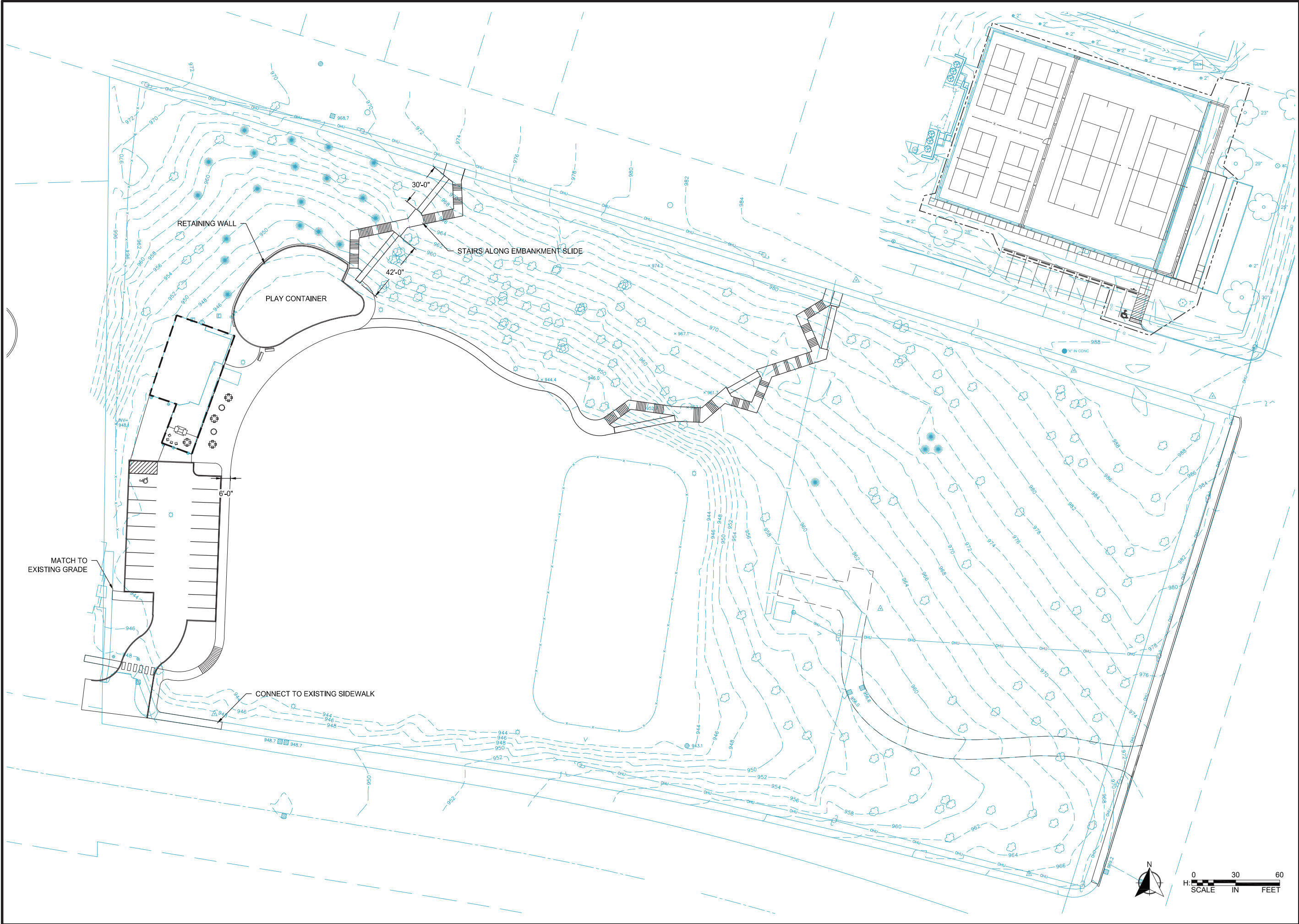
Robert A. Slipta
DATE: 11-14-2023 LIC. NO. 44337

RESTORATION
PLAN

KLAPPRICH PARK IMPROVEMENTS
CITY OF WAYZATA, MN

CLIENT PROJECT NO. XXXXXX
WSB PROJECT NO. 022538-000
SHEET L5.0
Page 10 of 54

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PLAN BY: KP
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REVISIONS	
NO.	DESCRIPTION

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Robert A. Sliplia
DATE: 11-14-2023 LIC. NO. 44337

LAYOUT PLAN- ALTERNATE

KLAPPRICH PARK IMPROVEMENTS CITY OF WAYZATA, MN

CLIENT PROJECT NO.
XXXXXX

WSB PROJECT NO.
022538-000

SHEET

L3.1



City of Wayzata Parks and Trail Board Agenda Report

MEETING DATE: December 12, 2023	AGENDA ITEM: 5.b
TITLE: Maple Tree Tapping Discussion	
PROPOSED MOTION: N/A	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Mike Kelly, City Engineer/Director of Public Works	

ACTION REQUESTED:

N/A

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

Staff has discussed possible options for holding the Maple Tree Tapping event. Staff are now working with Wayzata Community Ed to determine if they are able to help manage the program. Staff is working to set up a meeting with Community Ed and Board Member Babcock to discuss.

ATTACHMENTS:

None



City of Wayzata Parks and Trail Board Agenda Report

MEETING DATE: December 12, 2023	AGENDA ITEM: 5.c
TITLE: Family Skate Day	
PROPOSED MOTION: N/A	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Mike Kelly, City Engineer/Director of Public Works	

ACTION REQUESTED:

N/A

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

Family Skate Day is scheduled for Sunday, January 14 from 1:00 pm - 4:00 pm. Staff has reserved a speaker from Highway 55 rental. Staff has also confirmed that the Muni can provide apple cider/hot chocolate and possibly small snacks. These items will need to be picked up from the Muni on the day of the event.

Family Skate Day has been advertised in the December Wayzata Portal. The event will be advertised in all other city media outlets and when the ice rink is open, staff can print out posters to place at the rink.

ATTACHMENTS:

None



City of Wayzata Parks and Trail Board Agenda Report

MEETING DATE: December 12, 2023	AGENDA ITEM: 5.d
TITLE: Big Woods	
PROPOSED MOTION: N/A	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Mike Kelly, City Engineer/Director of Public Works	

ACTION REQUESTED:

N/A

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

The Board can discuss any updates with the concerns about the Big Woods.

The City Forester has noted that the main concerns that have come up have been most likely on The Retreat's property and not on the City's property. It is difficult to determine what has happened on each property and where the property line is exactly. Staff will work to put out property markers to ensure that the property line is known to both parties.

ATTACHMENTS:

None



City of Wayzata Parks and Trail Board Agenda Report

MEETING DATE: December 12, 2023	AGENDA ITEM: 6.a
TITLE: Sunday Music in the Park Discussion	
PROPOSED MOTION: N/A	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Mike Kelly, City Engineer/Director of Public Works	

ACTION REQUESTED:

N/A

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

Staff has compiled a list of previous artists that performed at Sunday Music in the Park and a list of artists that have sent requests to staff regarding the performances. The Board can decide which artists to move forward with. Staff will contact the chosen artists to schedule the performance and complete the artist agreements.

ATTACHMENTS:

1. Sunday Music in the Park Artists

Sunday Music in the Park Artists

2023 Artists:

- **Westwind Swing Band**
 - o Classic swing era and similarly styled music
 - o <https://www.westwindswing.com/>
- **Salsa Del Soul**
 - o Son, son montuno, plena, cha-cha-cha, bachata, merengue, timba, salsa
 - o <https://www.salsadel soul.com/>
- **Ditchweed from Power Balladz**
 - o Rock and pop hits from the past four decades
- **Ipsos Facto**
 - o Reggae, funk, jazz
 - o <https://www.facebook.com/ipsosfactoreggae/>

2022 Artists:

- **Blue Groove Bluegrass Band**
 - o Contemporary and classic bluegrass tunes
 - o <https://www.bluegroovebluegrass.com/home>
- **Wailing Loons**
 - o Original folk rock
 - o <https://www.wailingloons.com/>
- **Westwind Swing Band and Ditchweed from Power Balladz (above)**

Artist Requests:

- **Matt Hannah**
 - o Soothing acoustic music
 - o <https://www.matthannahmusic.com/>
- **Dirty Shorts Brass Band**
 - o Jazz, blues, and dixie
 - o <https://dirtyshortsbrassband.squarespace.com/>
- **Sawyer's Dream**
 - o 70s vibe band, uniquely cross-blending Americana, Pop, Rock and Soul
 - o <https://sawyersdream.com/press-kit/>
- **SouthSide Big Band**
 - o Jazz
 - o <https://www.facebook.com/SouthSideBB/>
- **Gypsy Mania Hot Club Quartet**
 - o Hot club swing jazz
 - o <https://worldviewmusic.com/gypsymania/index.html>
- **Axis Mundi World Music Ensemble**
 - o World beat jazz music
 - o <https://worldviewmusic.com/axismundi/index.html>

- **Eclipse**
 - Many styles – specializing in music from 40's to 90's
 - <https://www.lunartunes.net/eclipse.html>
- **Jessie Street Band**
 - Jazz music from 50's to today
 - <https://www.jessiastreetband.net/>
- **Golden Morrison**
 - Funk, jazz, soul, afrobeat
 - <https://goldenmorrison.com/>
- **The Brueskes**
 - Jazz, classical infused pop music, musical theater, Spanish and French jazz tunes, celtic-like music
 - <https://tarabrueske.com/home>
- **Flying Train Wreck**
 - Classic rock
 - <https://flyingtrainwreck.com/>



City of Wayzata Parks and Trail Board Agenda Report

MEETING DATE: December 12, 2023	AGENDA ITEM: 6.b
TITLE: Rental Revenue	
PROPOSED MOTION: N/A	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Mike Kelly, City Engineer/Director of Public Works	

ACTION REQUESTED:

N/A

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

Staff has compiled the table below that shows the revenue from the McCormick's beach concession stand and the Wai Nani rental structure. New agreements with both of these entities were created in 2022 that last for 5 years. Wai Nani pays the city 5% of the annual net revenue and McCormick's pays the city 12% of the annual gross revenue. The agreements are attached.

	2019	2020	2021	2022	2023
McCormick's	\$4,160	\$4,202	\$4,347	\$4,982	\$4,953
Wai Nani				\$1,128	\$1,122
Total	\$4,160	\$4,202	\$4,347	\$6,110	\$6,075

ATTACHMENTS:

1. McCormick's Agreement
2. Wai Nani Agreement

**WAYZATA BEACH HOUSE CONCESSION
SEASONAL LEASE AGREEMENT**

THIS AGREEMENT is made as of the 3 day of May, 2022 (the "Effective Date"), by and between the City of Wayzata (the "City") and McCormick Hospitality Group, LLC (the "Lessee").

- A. The City has determined that the public interest in providing amenities at the lakefront to residents and visitors of from the Facility would be best furthered by retaining a private concessionaire to operate the Facility.
- B. The Lessee has submitted a Proposal to improve, manage and operate the Facility commencing on or about June 1, 2022, attached hereto as Attachment B (the "Proposal").
- C. The parties acknowledge and agree that the Lessee, in addition to operating the Facility during the Operating Season, as defined herein, will be required to make an investment into the Facility to improve it for such operations.

NOW, THEREFORE, 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:

- 1. Definitions.
 - a. *Facility* means the concession area and related preparation and storage areas at the Wayzata Beach House, as depicted on Attachment A. The Facility does not include any area occupied by the City or any other Lessee.
 - b. *Grounds* means the areas adjacent to the Facility, including the patio area, and dumpster area depicted on Attachment A.
 - c. *Gross Revenue - Sales* means the total revenue derived from the Facility (including, but not limited to, revenue derived from the sale of food, beverages, and merchandise), less any sales tax or credit cards fees thereon.
 - d. *Operating Season* means the period from the Saturday prior to Memorial Day to Labor Day of each year when the Facility's water is available. If water is unavailable to the Facility by the Saturday prior to Memorial Day, the Operating Season shall commence on the first day after water is made available to the Facility. If water to the Facility is discontinued prior to Labor Day, the Operating Season shall end the day prior to the date the water is shut off to the Facility.
- 2. Term of Agreement. The term of this Agreement shall be five (5) years, commencing on the Effective Date (the "Term"). The Lessee shall have no rights or obligations under this Lease with respect to use of the Facility except during the Operating Season, provided it meets all of its obligations during the Operating Season. The City reserves the right to terminate this Agreement within ninety (90) days after the end of any Operating Season during the Term on written notice to Lessee if Lessee fails to

generate Gross Revenue within ninety percent (90%) of Gross Revenue projections for the most recent Operating Season as stated in the Proposal. Lessee shall have the right to terminate this Agreement for any reason within forty-five (45) days after the end of any Operating Season during the Term on written notice to the City.

3. Use of Facility. Unless specifically agreed to in writing by City, Lessee shall use the Facility only during the Operating Season and only for performing the services described in the following section of this Agreement and the Proposal. Lessee shall not use or occupy the Facility or knowingly permit the Facility to be used or occupied: contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto; or in any manner which would cause structural injury to the improvements, cause the value or usefulness of the Facility or any part thereof substantially to diminish (reasonable wear and tear excepted); which would adversely affect City's activities on property owned by City adjacent to the Facility; or which would constitute a public or private nuisance or waste. Lessee shall promptly upon discovery of any such prohibited use take all necessary steps to compel the discontinuance of such use. Notwithstanding the foregoing, Lessee shall be allowed to remove its furniture, fixtures and equipment at the end of each Operating Season. Lessee may store its furniture, fixtures and equipment in the Facility between Operating Seasons only with the prior written permission of the City Manager, and in such case, Lessee shall insure such property as required hereunder during the Operating Season.
4. Services to be Performed by Lessee.
 - a. *General Description of Services.* Lessee shall provide food, beverage and merchandise concession services at the Facility during the Operating Season in accordance with the Proposal.
 - b. *Hours of Operation.*
 - i. At a minimum, the Facility shall remain open daily from 11:00 am to 7:00 p.m. during the Operating Season. Upon the prior written approval of the City Manager, not unreasonably conditioned, withheld or delayed, Lessee may extend the hours of operation for the Facility during the Operating Season or open the Facility for operation during hours outside the Operating Season. Lessee shall have right to close the Facility in inclement weather conditions.
 - ii. Under no circumstances may the Facility close during the Operating Season without the prior written approval of the City Manager. The Facility shall be open during the hours of operation in stated in this section, unless such other hours are approved in writing by the City Manager.
 - c. *Staffing.* Lessee shall, at its sole cost, be responsible for providing adequate staffing for concession at the Facility.

- d. *Inventory*. Lessee shall, at its sole cost, be responsible to maintain adequate inventory for all items sold at the Facility.
 - e. *Other Obligations Under This Agreement*. Lessee shall perform such other duties and obligations as specifically set forth herein.
5. Menu and Products for Sale: Pricing. Each year, at least sixty (60) days prior to the start of the Operating Season, Lessee shall submit to the City Manager for the approval by the City Manager, a list of the food, beverage and merchandise items proposed to be sold by Lessee and the prices to be charged for each item. Lessee must obtain the written approval of the City Manager prior to the start of the Operating Season, and Lessee may not change the product list or pricing without the prior written approval of the City Manager. Approval of the initial product and pricing list and any subsequent changes thereto shall not unreasonably be withheld. The City reserves the right to require Lessee to offer for sale certain types of food and beverage items but shall not require Lessee to use any specific brand or supplier.
6. No Discounts to City Employees. Lessee shall not provide food, beverages or merchandise to City employees at a discount or without charge.
7. Condition of Facility.

“As Is”. Lessee hereby agrees to accept the Facility “as is”, in its current condition, without any representation from City as to the condition, state of repair, existence of latent or apparent defects, or safety of the Facility, and City shall not be obligated to make or pay for any improvements to the Facility prior to the first Operating.

- a. *Repair and Maintenance - Obligations of City*. City agrees that it will undertake the following responsibilities with regard to the Facility during the term of this Agreement:
 - i. Provide benches, tables and chairs for use at the Facility appropriate for Lessee’s use.
 - ii. Provide trash dumpsters, water and electrical service to the Facility appropriate for Lessee’s use.
 - iii. Maintain the structural portions of the Facility, excluding repairs to any special treatment of interior walls, floors or ceilings made by or at the request of Lessee and excluding any modification of the structure resulting from the installation of any fixtures or other improvements to the interior of the building by Lessee.
 - iv. Provide replacements of standard fluorescent tubes, light bulbs and ballasts as required as a result of normal usage.

- v. Mow grass and trim vegetation on the grounds adjacent to the Facility in a manner consistent with the City's practices for a similar Facility within its system.
- vi. Maintain the security system for the Facility.

City does not warrant that any of the services or items referred to in this section will be free from temporary interruption for reasons beyond City's control. Such temporary interruption of service shall never be deemed an eviction or disturbance of Lessee's use and possession of the Facility or render City liable to Lessee for damages, or relieve Lessee from performance of Lessee's obligations under this Agreement. The parties acknowledge that the City obligations under this section shall be performed in accordance with its practices consistent with its maintenance of similar facilities within the City.

- b. *Repair and Maintenance - Obligations of Lessee.* Lessee agrees that it will undertake the following responsibilities with regard to the Facility during the term of this Agreement:
 - i. Keep the Facility and surrounding area customarily used by Lessee's customers reasonably free from trash, rubbish, and surfaces cleaned on a daily basis, including tables, benches and chairs.
 - ii. Provide trash receptacles on the Grounds and, as necessary, empty such receptacles into the City dumpsters for removal.
 - iii. Lessee shall promptly pay City, upon request, an amount equal to any cost incurred by City in repairing any part (structural or otherwise) of the Facility where such repairs were made necessary by the negligence of or misuse by the Lessee, its agents, customers, employees or invites, except to the extent the damage or loss resulting from such negligence is covered under any policy of insurance and the full amount of such loss is paid to or on behalf of City pursuant to such insurance coverage.
 - iv. The City shall have access to the Facility at all times during the Operating Season, upon prior reasonable notice to Lessee, to enable the City and its agents to examine the same and to make such repairs, additions and alternations as City reasonably may deem advisable.
 - v. Lessee shall not store, keep, dispose of, transport or generate in the Facility or the Grounds any hazardous substances or wastes or dangerous materials.
 - vi. Personal Property Taxes. The Lessee shall be responsible for payment of personal property taxes (but in no event any real estate taxes or assessments) in the event that they are assessed against Lessee by reason of

Lessee's operations conducted on public property under this Agreement.
Lessee shall give written notice of such assessment to the City.

- c. *No Alterations Without Prior Approval.* Lessee shall not make any alterations to the Facility or the Grounds without the prior written approval of the City not unreasonably conditioned, withheld or delayed. All of Lessee's alterations or improvements to the Facility paid for by Lessee, except movable furnishings, fixtures and equipment, shall, upon termination of this Agreement, become the property of the City, and shall at the option of City, either remain upon and be surrendered with the Facility, at the termination of this Agreement, or be removed, at Lessee's expense, in which case, Lessee shall also repair all damage done to the Facility resulting from such alterations or improvements, and the removal thereof, by Lessee.
8. Ownership, Maintenance and Risk of Loss of Equipment. Any equipment currently owned by the City in the Facility, including, but not limited to, all kitchen appliances, utensils and furniture, and all benches, tables and chairs provided by the City shall remain the property of the City. All furniture, fixtures and equipment owned by the Lessee shall remain the property of the Lessee. Lessee shall be solely responsible for maintaining and cleaning all of its property and for City property used by it. During the Operating Season, Lessee shall maintain insurance covering its property maintained by and customarily used by Lessee and its customers at the Facility and on the Grounds. Lessee shall name the City as an additional insured on all insurance policies relating to its use and its customers use and possession of the Facility and adjacent areas.
9. Signs. Lessee shall not erect, install or maintain any signs, advertising media, product logo displays or other signs in the Facility or the Grounds without the prior written approval of the City Manager or that are in violation of City Code.
10. Taxes. Lessee is responsible for and shall pay any sales taxes and personal property taxes, In the event the Facility ever becomes subject to real estate taxes, Lessee agrees to negotiate in good faith with the City to determine payment structure of real estate taxes.
11. Assumption of Risks. Lessee assumes all risk of loss or damage of Lessee's business or property within the Facility or on the Grounds, including any loss or damage caused by water leakage, tire, windstorm, explosion, theft, vandalism or other cause. City shall not be liable to Lessee, or those claiming through Lessee, for injury, death or property damage occurring on, in, or about the Facility, except as may be caused by the willful misconduct or negligence of City. Nothing herein shall be deemed to be a waiver of any limits of liability granted City under statutory or common laws.
12. Consideration for Use of Facility. As for consideration to the City for the right of the Lessee to operate the concession business from the Facility, Lessee shall compensate the City pursuant to the terms of this Section.
 - a. *Percentage of Revenue - Sales:* Lessee shall pay to the City twelve percent

(12%) of annual Gross Revenue derived from, Lessee's operations of the Facility and the Grounds less sales tax and credit card fees per Operational Season.

- b. *Payments.* Lessee shall submit payment to the City of the amounts due under subparagraph a. for the Operating Season within 30 days of the closing of the Operating Season. Each payment shall be accompanied by a statement showing the Gross Revenues during the payment period along with itemized with sales tax and credit card fees.
 - c. *Monthly Audit.* Lessee shall maintain, at its main office, complete and accurate financial books and records of its operations in the Facility, Grounds and any mobile vending units in accordance with generally accepted accounting principles. Upon reasonable notice, the City or its representatives shall be entitled to inspect the books and records of Lessee's operations related to City property during regular business hours and at Lessee's main office, at least once per Operating Season. In the event that such audit by the City or its representatives determines that the City has been underpaid or overpaid: the amount of any such underpayment shall be remitted to the City within ten (10) days of written notice to Lessee; and any such overpayment may be subtracted from future payments by Lessee.
13. Destruction of Facility by Fire or Casualty. If the Facility, or any part thereof, shall be partially or totally destroyed by fire or other casualty, the City retains the exclusive right to determine whether it will repair or rebuild the Facility. The City shall have at least thirty (30) days in which to determine whether to re-build the Facility or terminate this Lease. In the event that the City determines that it will not repair or rebuild the Facility and the damage to the Facility materially impairs the ability of the Lessee to conduct the business contemplated hereunder, either party may terminate this agreement upon thirty (30) days advance written notice to the other party. Under any such circumstances, or in the event of any interruption in the operation of the Facility by Lessee resulting from any fire or casualty, City shall not be liable to Lessee for any loss or interruption of business or for any loss or damage to Lessee's fixtures, furniture, furnishings or equipment, and Lessee shall not be liable to the City for any consideration under section 13 during such period.
14. Indemnification. Lessee shall defend and indemnify City, its employees, agents, Lessees and invitees 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, occurring on or about the Facility during the Operating Season or arising from Lessee's operations on City property during the Operating Season. Notwithstanding the foregoing, Lessee shall not be obligated to indemnify City for claims, demands and actions arising out of or caused by the negligence or willful misconduct of City's employees or agents, nor for any injury, death, disability or illness of any person, or damage to property, occurring on or about the Facility at any time other than during the Operating Season unless any of the

foregoing is related to Lessee's operations on or about the Facility.

15. Payment of Others. The Lessee shall pay all of the Lessee's employees, agents, and subcontractors furnishing service, labor, equipment, or materials incidental to the performance of the Lessee's obligations under this Agreement and the Lessee will furnish the City with satisfactory evidence that all of its subcontractors have been fully paid to accordance with the Lessees payment terms.
16. Assignability. The rights and obligations of the Lessee under this Agreement shall not be assignable or transferable without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. However, as long as Tim McCormick maintains a 50% ownership interest in the company, corporation, partnership, or other entity type that is the proposed transferee or assignee, Lessee shall have the right to assign this Lease to such company, corporation or partnership without the consent of the City. Notice of any such assignment or transfer shall be furnished promptly to the City.
17. Compliance of all Laws; Ability to Perform. The Lessee shall comply with all applicable federal, state, regional, and local laws, ordinances and regulations applicable to the Lessee. The Lessee represents and warrants to City that if a license is required, the Lessee is duly licensed and qualified to conduct business in the State or Minnesota, and that the Lessee is not aware of fact or circumstance which would prevent the Lessee from performance in accordance with this Agreement.
18. Entire Agreement; Amendments. This Agreement, and any documents incorporated herein, represent the entire integrated agreement between the Lessee and the City and supersedes all prior negotiations, 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 the City and the Lessee.
19. Interest of Members of City Staff. No member of the governing body, officer, employee, or agent of the City who exercises any functions or responsibilities in the carrying out of this project to which this Agreement pertains shall have any interest, financial or otherwise direct or indirect, in this Agreement. The City may terminate this Agreement if the City has reasons to believe that gratuities in any form were offered or given by the Lessee or any representative of the Lessee to any officer or employee of the City for receiving favorable treatment with respect to the award of, or the making with respect to the performance of, this Agreement.
20. Insurance. This Agreement shall be effective only upon approval by the City of acceptable evidence of the insurance coverage in amounts not less than that referenced in Minnesota Statutes Section 466.04 issued by reputable insurers authorized to conduct insurance in the State of Minnesota. Such insurance shall be in force on the date of execution of this Agreement and shall remain continuously in force until the termination of this Agreement. The Lessee shall provide evidence of workers'

compensation insurance covering its employees in accordance with statutory requirements, and evidence of general liability insurance naming the City its officers and employees as additional insured's under the policy. The Lessee shall submit to the City, prior to the beginning of each operating season, certificates of insurance verifying the insurance coverage required under this Section.

21. Equal Opportunity Statement. The Lessee shall comply with the provisions of all applicable federal, state, and local statutes, ordinances, and regulations pertaining to human rights and non-discrimination including, without limitation, Minnesota Statutes Section 181.53 and Chapter 363A and the Wayzata Code of Ordinances, Chapter 139, incorporated herein by reference.
22. Default. If the Lessee shall vacate or abandon the Facility during the Operating Season; shall allow the Facility to be appropriated to or used for any other purpose or use than those set forth in this Agreement; or if any term, condition or covenant of this Agreement shall be violated by Lessee; then and in any of said cases Lessee shall be in default. If such default is not cured by Lessee within (10) days for a monetary default and thirty (30) days for all other defaults, after mailing of written notice of the conditions of default, Lessee does hereby authorize and fully empower City to cancel and terminate this Agreement, and to remove all of Lessee's property therefrom. City's failure to give immediate notice of default or agreement to allow more than the respective cure period to cure a default, shall in no way constitute a waiver of any remedy available to City upon default by Lessee.
23. Automatic Termination. Notwithstanding any other provision contained herein, this agreement shall automatically terminate upon the occurrence of any of the events described below:
 - a. A petition by or against Lessee under the bankruptcy laws of the United States, which petition is not dismissed within ninety (90) days from the date of such filing;
 - b. The assignment by Lessee of its assets for the benefit of creditors under any state insolvency laws;
 - c. Conduct by Lessee of its business under any trustee or other person appointed pursuant to judicial proceedings; or
 - d. The taking by a court of jurisdiction of the Lessee and its assets pursuant to proceedings brought under the provisions or any federal reorganization act;
 - e. The appointment of a receiver of Lessee's assets;
 - f. A lapse in the insurance coverage Lessee is required to maintain pursuant to this Agreement which continues for ten (10) days after written notice by City to Lessee specifying such lapse in such insurance coverage.
 - g. Upon thirty (30) days written notice of either party to the other after the parties

are unable to reasonably agree to construction specifications for the Facility and outside seating areas.

25. Lessee's Obligations Upon Termination. Upon the expiration or termination of this Agreement, Lessee shall remove, at its expense, all of its goods and effects and other items of personal property, furniture, fixtures and equipment, repairing any damage caused, and leave the Facility in as good order, condition and repair as the same were in at the commencement of this Agreement, reasonable wear and tear, fire and casualty excepted. Goods and effects not removed by Lessee at the expiration or termination of this Agreement shall be considered abandoned and City may retain or dispose of the same as it deems expedient.
26. City's Right to Perform Obligations. If Lessee fails to make any payment or perform any act required to be made or performed hereunder, City, without waiving or releasing any obligation or default, may make such payment or perform such act for the account and at the expense of Lessee, and may enter upon the Facility or any part thereof for such purposes and take such action thereon as, in City's opinion, may be necessary or appropriate therefore. All sums so paid by City and all costs, fees and expenses so incurred shall, upon written request for payment by City, be immediately due and payable by Lessee. Nothing herein shall create any obligation of City to make such payments.
27. Financial Statement. Upon written request, and not more than once in an Operating Season, Lessee shall provide the City access to review their Financial Statement related to the Facility prepared by Lessee's Certified Public Accountant.
28. 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.
29. 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 Lessee:

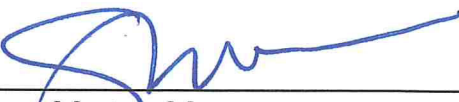
McCormick's Pub & Restaurant
331 Broadway Avenue South
Wayzata, MN 55391
Attention: Tim McCormick

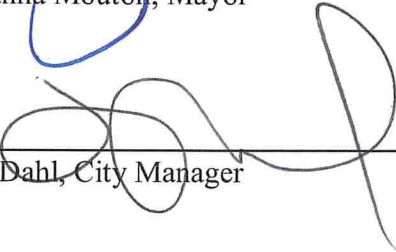
30. Independent Contractor. The City and the Lessee agree that the relationship created by this Agreement is that of lessee and landlord and independent contractor, and not of employer and employee, a joint venture or a partnership. The Lessee retains the sole and exclusive right to control the manner, time, place and means by which the services are performed under this Agreement. The Lessee shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the Project. The Lessee shall be responsible for the compensation and benefits of the Lessee's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to the Lessee under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the Lessee including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax.
31. General Construction Requirements. Lessee shall obtain, and provide to the City, copies of all necessary governmental approvals and permits prior to commencing construction of any work, and shall additionally provide the City with three (3) days' notice prior to the start of such construction work to permit the City to post notices of non-responsibility. All Lessee's Lessees and subcontractors shall be duly licensed in Minnesota.
32. Governing Law; Jurisdiction. 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.
33. 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: 
Jeff Dahl, City Manager

LESSEE:

McCormick Hospitality Group, LLC

By: 
Tim McCormick, Its President

ATTACHMENT A

Map depicting “Facility” (Wayzata Beach House concessions areas and related preparations and storages areas) and “Grounds” (areas adjacent to the Wayzata beach house, including the patio area, and dumpster).



ATTACHMENT B

Lessee's proposal to operate concessions at Wayzata Beach House



BEACH HOUSE CONCESSION STAND

McCormick's will offer concession sales at the Wayzata Beach House from Memorial Day thru Labor Day.

Hours of operation 11 am. - 7pm, 7 days a week

Concept - McCormick's beach house concession stand will look to the past for inspiration in product and service. With a nostalgic look and nostalgic menu, we hope to add to the already abundant small town charm and lakeside appeal of this great city.

Menu (from 2021 Season):

- Hot Dog
- Chili Cheese Hot Dog
- Hamburger
- Cheeseburger
- Double Cheeseburger
- Lobster Salad Roll
- Chips
- Ice Cream Treats
- Fresh Squeezed Lemonade
- Soda
- Water

Projected Revenue to City: \$4,500-5,000

**WAYZATA BEACH RECREATIONAL EQUIPMENT RENTALS
SEASONAL LEASE AGREEMENT**

THIS AGREEMENT is made as of the 22nd day of March, 2022 (the “Effective Date”), by and between the City of Wayzata (the “City”) and Wayzata m32, LLC a Minnesota Limited Liability Corporation doing business as Wai Nani Surf & Paddle with an address of 315 Barry Ave N, Wayzata

- A. The City has determined that it is in the public interest to provide recreational equipment rentals at Wayzata Beach to residents and visitors, and such rentals would be best managed and operated by a private contractor.
- B. The Lessee has submitted a Proposal to manage and operate recreational equipment rentals at Wayzata Beach, commencing on or about May 23rd, 2022, attached hereto as Attachment B (the “Proposal”).
- C. The parties acknowledge and agree that the Lessee, in addition to operating the Business during the Operating Season, as defined herein, will be required to maintain the Leased Area in accordance with the terms of this Agreement.

NOW, THEREFORE, 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:

- 1. Definitions.
 - a. *Business* means the equipment rental business described in the Proposal.
 - b. *Leased Area* means the area depicted on Attachment A.
 - c. *Net Revenue - Sales* means the total revenue derived from the rental of equipment at the lessee’s Wayzata location, less any sales tax, booking fee, and credit cards fees thereon.
 - d. *Operating Season* means the period from the Wednesday prior to Memorial Day to one-week past Labor Day of each year, as may be extended or shortened upon notice of the City Manager based on weather and other conditions related to the health, safety and welfare of the City.
- 2. Term of Agreement. Unless terminated earlier pursuant to the termination provisions of this Agreement, the term of this Agreement shall be five (5) years, commencing on the Effective Date (the “Term”). The Term may be extended an additional five (5) years thereafter if agreed upon by both parties in writing.
- 3. Use of Leased Area. Unless specifically agreed to in writing by City, Lessee shall use the Leased Area only during the Operating Season and only for the Business. Lessee shall

not use or occupy the Leased Area or knowingly permit the Leased Area to be used or occupied: contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto; or in any manner which would cause damage to, or cause the value or usefulness of the Leased Area or any part thereof substantially to diminish (reasonable wear and tear excepted); which would adversely affect City's activities on property owned by City adjacent to the Leased Area; or which would constitute a public or private nuisance or waste. Lessee shall promptly upon discovery of any such prohibited use take all necessary steps to compel the discontinuance of such use. Lessee may store its existing City approved non-permanent portable building, furniture, fixtures, solar power and rental equipment in the Leased Area between Operating Seasons and in such case Lessee shall insure such property as required hereunder during the Operating Season. The Lessee shall have no other rights or obligations under this Lease with respect to the Leased Area except during the Operating Season, provided it meets all of its obligations during the Operating Season.

4. Operations of the Business by Lessee.

- a. *General Description of Business.* Lessee shall manage and operate recreational equipment rentals at Wayzata Beach during the Operating Season in accordance with the Proposal.
- b. *Hours of Operation.* The Business shall operate on the Leased Area daily from 3 pm – 7pm Monday – Friday & 11 am – 7pm Saturday - Sunday. during the Operating Season. Lessee may extend the hours of operation for the Leased Area only upon the prior written approval of the City Manager. Lessee shall have right to close the Leased Area during inclement weather conditions.
- c. *Staffing.* Lessee shall, at its sole cost, be responsible for providing adequate staffing for the Business at the Leased Area.
- d. *Rental Equipment / Pricing.* Lessee shall offer the recreational equipment at the prices shown on Attachment C.
- e. *Inventory.* Lessee shall, at its sole cost, maintain adequate inventory for all items rented at the Leased Area.
- f. *Other Obligations Under This Agreement.* Lessee shall perform such other duties and obligations as specifically set forth herein.

5. No Discounts to City Employees. Lessee shall not provide any rental equipment or other offering of the Business to City employees at a discount or without charge.

6. Condition of Leased Area.

- a. *"As Is".* Lessee hereby agrees to accept the Leased Area "as is", in its current condition, without any representation from City as to the condition, state of repair, existence of latent or apparent defects, or safety of the Leased Area, and City shall not be obligated to make or pay for any improvements to the Leased Area prior to

the first Operating Season.

- b. *Repair and Maintenance - Obligations of City.* The City will maintain grass and landscaping around the Leased Area, and will provide appropriate lighting, an additional security camera, and lock for the lessee's non-permanent portable building at the Leased Area. City does not warrant that any of the foregoing will be free from temporary interruption for reasons beyond City's control. Such temporary interruption of service shall never be deemed an eviction or disturbance of Lessee's use and possession of the Leased Area or render City liable to Lessee for damages, or relieve Lessee from performance of Lessee's obligations under this Agreement. The parties acknowledge that the City obligations under this section shall be performed in accordance with its practices consistent with its maintenance of similar facilities within the City.
- c. *Repair and Maintenance - Obligations of Lessee.* Lessee agrees that it will undertake the following responsibilities with regard to the Leased Area and Business during the term of this Agreement:
 - i. Keep the Leased Area and surrounding area customarily used by Lessee's customers reasonably free from trash, rubbish, and surfaces cleaned on a daily basis, including tables, benches and chairs.
 - ii. Provide trash receptacles on the Leased Area and, as necessary, empty such receptacles into the City dumpsters for removal.
 - iii. Lessee shall promptly pay City, upon request, an amount equal to any cost incurred by City in repairing any part (structural or otherwise) of the Leased Area where such repairs were made necessary by the negligence of or misuse by the Lessee, its agents, customers, employees or invites, except to the extent the damage or loss resulting from such negligence is covered under any policy of insurance and the full amount of such loss is paid to or on behalf of City pursuant to such insurance coverage.
 - iv. The City shall have access to the Leased Area at all times during the Operating Season, upon prior reasonable notice to Lessee, to enable the City and its agents to examine the same and to make such repairs, additions and alternations as City reasonably may deem advisable.
 - v. Lessee shall not store, keep, dispose of, transport or generate in the Leased Area or any hazardous substances or wastes or dangerous materials.
- e. *No Alterations Without Prior Approval.* Lessee shall not make any alternations to the Leased Area without the prior written approval of the City not unreasonably conditioned, withheld or delayed. All of Lessee's alterations or improvements to the Leased Area paid for by Lessee, except for non-permanent portable building, furniture, fixtures, solar power and rental equipment, shall, upon termination of

this Agreement, become the property of the City, and shall at the option of City, either remain upon and be surrendered with the Leased Area, at the termination of this Agreement, or be removed, at Lessee's expense, in which case, Lessee shall also repair all damage done to the Leased Area resulting from such alterations or improvements, and the removal thereof, by Lessee.

7. Ownership, Maintenance, Insurance and Risk of Loss of Equipment. All furniture, fixtures, and equipment owned by the Lessee, including all solar power equipment, recreational equipment, portable kiosks, storage units and non-permanent portable buildings associated with the Business, shall remain the property of the Lessee. Lessee shall be solely responsible for maintaining and cleaning all of its property and for City property used by it. During the Operating Season, Lessee shall maintain insurance covering its property maintained by and customarily used by Lessee and its customers at the Leased Area. Lessee shall name the City as an additional insured on all insurance policies relating to its use and its customers use and possession of the Leased Area and adjacent areas.
8. Signs. Lessee shall not erect, install or maintain any additional signs, advertising media, product logo displays or other signs in the Leased Area without the prior written approval of the City Manager or that are in violation of City Code.
9. Taxes. Lessee is responsible for and shall pay any sales taxes and personal property taxes. In the event the Leased Area ever becomes subject to real estate taxes, Lessee agrees to negotiate in good faith with the City to determine payment structure of real estate taxes.
10. Utilities. Not applicable.
11. Assumption of Risks. Lessee assumes all risk of loss or damage of Lessee's business or property within or related to Business or the Leased Area, including any loss or damage caused by weather, theft, vandalism or other cause. The City shall not be liable to Lessee, or those claiming through Lessee, for injury, death or property damage occurring on, in, or about the Leased Area or in connection with the Business, except as may be caused by the willful misconduct or negligence of the City. Nothing herein shall be deemed to be a waiver of any limits of liability granted the City under statutory or common laws.
12. Consideration for Use of Leased Area. As for consideration to the City for the right of the Lessee to operate the Business from the Leased Area, Lessee shall compensate the City pursuant to the terms of this Section.
 - a. *Percentage of Revenue - Sales:* Lessee shall pay to the City five percent (5%) of annual Net Revenue derived from the Business.
 - b. *Monthly Payments.* On or before the fifteenth (15th) day after every month during which the Leased Area is open for business, Lessee shall submit payment to the City of the amounts due under subparagraph a. for the prior month. Each payment shall be accompanied by a statement showing the Gross Revenues

during the payment period itemized by total daily receipts.

- c. *Monthly Audit.* Lessee shall maintain, at its main office, complete and accurate financial books and records of its operations in the Leased Area in accordance with generally accepted accounting principles. Upon reasonable notice, the City or its representatives shall be entitled to inspect the books and records of Lessee's operations related to City property during regular business hours and at Lessee's main office, at least once per Operating Season. In the event that such audit by the City or its representatives determines that the City has been underpaid or overpaid; the amount of any such underpayment shall be remitted to the City within ten (10) days of written notice to Lessee; and any such overpayment may be subtracted from future payments by Lessee.

- 13. Destruction of Leased Area by Fire or Casualty. If the Leased Area, or any part thereof, shall be partially or totally destroyed by fire or other casualty, the City retains the exclusive right to determine whether it will repair or rebuild the Leased Area. The City shall have at least thirty (30) days in which to determine whether to re-build the Leased Area or terminate this Lease. In the event that the City determines that it will not repair or rebuild the Leased Area and the damage to the Leased Area materially impairs the ability of the Lessee to conduct the business contemplated hereunder, either party may terminate this agreement upon thirty (30) days advance written notice to the other party. Under any such circumstances, or in the event of any interruption in the operation of the Leased Area by Lessee resulting from any fire or casualty, City shall not be liable to Lessee for any loss or interruption of business or for any loss or damage to Lessee's fixtures, furniture, furnishings or equipment, and Lessee shall not be liable to the City during such period for any consideration specified under the preceding section.
- 14. Indemnification. Lessee shall defend and indemnify City, its employees, agents, Lessees and invitees 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, occurring on or about the Leased Area during the Operating Season or arising from Lessee's operations on City property during the Operating Season. Notwithstanding the foregoing, Lessee shall not be obligated to indemnify City for claims, demands and actions arising out of or caused by the negligence or willful misconduct of City's employees or agents, nor for any injury, death, disability or illness of any person, or damage to property, occurring on or about the Leased Area at any time other than during the Operating Season unless any of the foregoing is related to Lessee's operations on or about the Leased Area.
- 15. Payment of Others. The Lessee shall pay all of the Lessee's employees, agents, and subcontractors furnishing service, labor, equipment, or materials incidental to the performance of the Lessee's obligations under this Agreement and the Lessee will furnish the City with satisfactory evidence that all of its subcontractors have been fully paid to accordance with the Lessees payment terms.
- 16. Assignability. The rights and obligations of the Lessee under this Agreement shall not be assignable or transferable without the prior written approval of the City, which

approval shall not be unreasonably withheld, conditioned or delayed.

17. Compliance of all Laws; Ability to Perform. The Lessee shall comply with all applicable federal, state, regional, and local laws, ordinances and regulations applicable to the Lessee. The Lessee represents and warrants to City that if a license is required, the Lessee is duly licensed and qualified to conduct business in the State of Minnesota, and that the Lessee is not aware of fact or circumstance which would prevent the Lessee from performance in accordance with this Agreement.
18. Entire Agreement; Amendments. This Agreement, and any documents incorporated herein, represent the entire integrated agreement between the Lessee and the City and supersedes all prior negotiations, 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 the City and the Lessee.
19. Interest of Members of City Staff. No member of the governing body, officer, employee, or agent of the City who exercises any functions or responsibilities in the carrying out of this project to which this Agreement pertains shall have any interest, financial or otherwise direct or indirect, in this Agreement. The City may terminate this Agreement if the City has reasons to believe that gratuities in any form were offered or given by the Lessee or any representative of the Lessee to any officer or employee of the City for receiving favorable treatment with respect to the award of, or the making with respect to the performance of, this Agreement.
20. Insurance. This Agreement shall be effective only upon approval by the City of acceptable evidence of the insurance coverage in amounts not less than that referenced in Minnesota Statutes Section 466.04 issued by reputable insurers authorized to conduct insurance in the State of Minnesota. Such insurance shall be in force on the date of execution of this Agreement and shall remain continuously in force until the termination of this Agreement. The Lessee shall provide evidence of workers' compensation insurance covering its employees in accordance with statutory requirements, and evidence of general liability insurance naming the City its officers and employees as additional insured's under the policy. The Lessee shall submit to the City, prior to the beginning of each operating season, certificates of insurance verifying the insurance coverage required under this Agreement.
21. Equal Opportunity Statement. The Lessee shall comply with the provisions of all applicable federal, state, and local statutes, ordinances, and regulations pertaining to human rights and non-discrimination including, without limitation, Minnesota Statutes Section 181.53 and Chapter 363A and the Wayzata Code of Ordinances, Chapter 139, incorporated herein by reference.
22. Default. If the Lessee shall vacate or abandon the Leased Area during the Operating Season; shall allow the Leased Area to be appropriated to or used for any other purpose or use than those set forth in this Agreement; or if any term, condition or covenant of this Agreement shall be violated by Lessee; then and in any of said cases Lessee shall be in

default. If such default is not cured by Lessee within (10) days for a monetary default and thirty (30) days for all other defaults, after mailing of written notice of the conditions of default, Lessee does hereby authorize and fully empower City to cancel and terminate this Agreement, and to remove all of Lessee's property therefrom. City's failure to give immediate notice of default or agreement to allow more than the respective cure period to cure a default, shall in no way constitute a waiver of any remedy available to City upon default by Lessee.

23. Termination. The City or Lessee may terminate this Agreement for any reason by giving the other party notice no less than forty-five (45) days after the end, or ninety (90) days prior to the beginning, of any Operating Season during the Term. Notwithstanding any other provision contained herein, this Agreement shall automatically terminate upon the occurrence of any of the following events:
- a. A petition by or against Lessee under the bankruptcy laws of the United States, which petition is not dismissed within ninety (90) days from the date of such filing;
 - b. The assignment by Lessee of its assets for the benefit of creditors under any state insolvency laws;
 - c. Conduct by Lessee of its business under any trustee or other person appointed pursuant to judicial proceedings; or
 - d. The taking by a court of jurisdiction of the Lessee and its assets pursuant to proceedings brought under the provisions or any federal reorganization act;
 - e. The appointment of a receiver of Lessee's assets;
 - f. A lapse in the insurance coverage Lessee is required to maintain pursuant to this Agreement which continues for ten (10) days after written notice by City to Lessee specifying such lapse in such insurance coverage.
24. Lessee's Obligations Upon Termination. Upon the expiration or termination of this Agreement, Lessee shall remove, at its expense, all of its goods and effects and other items of personal property, furniture, fixtures and equipment, repairing any damage caused, and leave the Leased Area in as good order, condition and repair as the same were in at the commencement of this Agreement, reasonable wear and tear, fire and casualty excepted. Goods and effects not removed by Lessee at the expiration or termination of this Agreement shall be considered abandoned and City may retain or dispose of the same as it deems expedient.
25. City's Right to Perform Obligations. If Lessee fails to make any payment or perform any act required to be made or performed hereunder, City, without waiving or releasing any obligation or default, may make such payment or perform such act for the account and at the expense of Lessee, and may enter upon the Leased Area or any part thereof for such purposes and take such action thereon as, in City's opinion, may be necessary or appropriate therefore. All sums so paid by City and all costs, fees and expenses so

incurred shall, upon written request for payment by City, be immediately due and payable by Lessee. Nothing herein shall create any obligation of City to make such payments.

26. Financial Statement. Upon written request, and not more than once in an Operating Season, Lessee shall provide the City access to review their Financial Statement related to the Leased Area prepared by Lessee's Certified Public Accountant.
27. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.
28. 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 Lessee: Wayzata m32, LLC
 315 Barry Ave N Wayzata, MN 55391 Attention: Andrew

Mullin

29. Independent Contractor. The City and the Lessee agree that the relationship created by this Agreement is that of lessee and landlord and independent contractor, and not of employer and employee, a joint venture or a partnership. The Lessee retains the sole and exclusive right to control the manner, time, place and means by which the services are performed under this Agreement. The Lessee shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the Project. The Lessee shall be responsible for the compensation and benefits of the Lessee's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to the Lessee under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the Lessee including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax.
30. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with and 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 related to this Agreement will be brought in the state or federal courts in Hennepin County, Minnesota.
31. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and 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:

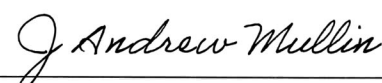
City of Wayzata, a Minnesota Municipal corporation

By: 
Johanna Mouton, Mayor

By: 
Jeffrey Dahl, City Manager

LESSEE:

Wayzata m32, llc

By: 
Andrew Mullin Its Owner

ATTACHMENT A

Map depicting
“Leased Area”

ATTACHMENT B

Lessee's proposal to manage and operated recreational equipment rentals
at Wayzata Beach

ATTACHMENT C
Rental Equipment / Pricing

ATTACHMENT A

Map depicting
“Leased Area”

250 Grove Lane East (Wayzata Beach)



ATTACHMENT B

Lessee's proposal to manage and operated recreational equipment rentals
at Wayzata Beach

Operational Roadmap

- Standup Paddleboard (SUP) & Kayak Rentals
- Bikes & Ebikes
- SUP Beginner Clinics/Lessons/Demonstration of equipment
- SUP Yoga/Fitness Classes
- Hourly rentals / classes WED, THU, FRI 3-7pm & SAT – SUN 11am – 7pm or by appointment (may shorten hours based on demand)
- Lessons/Classes (Varies by Week/Demand)
- On-Site Storage & Structure
- “Sandwich” Board directing people to Beach (only out during hours of operation)
- Tear Drop Signage (only out during hours of operation)
- Age 12+ With Waiver and Rental Agreement
 - Parent/Legal Guardian must be on water with participants ages 12-15
- All renters/participants must sign liability waiver prior to entering the water
 - <https://wainanisup.com/safety-policy/>
- Full Insured (General Liability, Professional Liability, Marine Renter Liability, Workers Compensation, Property & Causality) with City as Named Insured
- Inspection of equipment and safety plan by Hennepin County Water Patrol (Annually)
- Wai Nani will always close operations in event of inclement Wind and or Weather

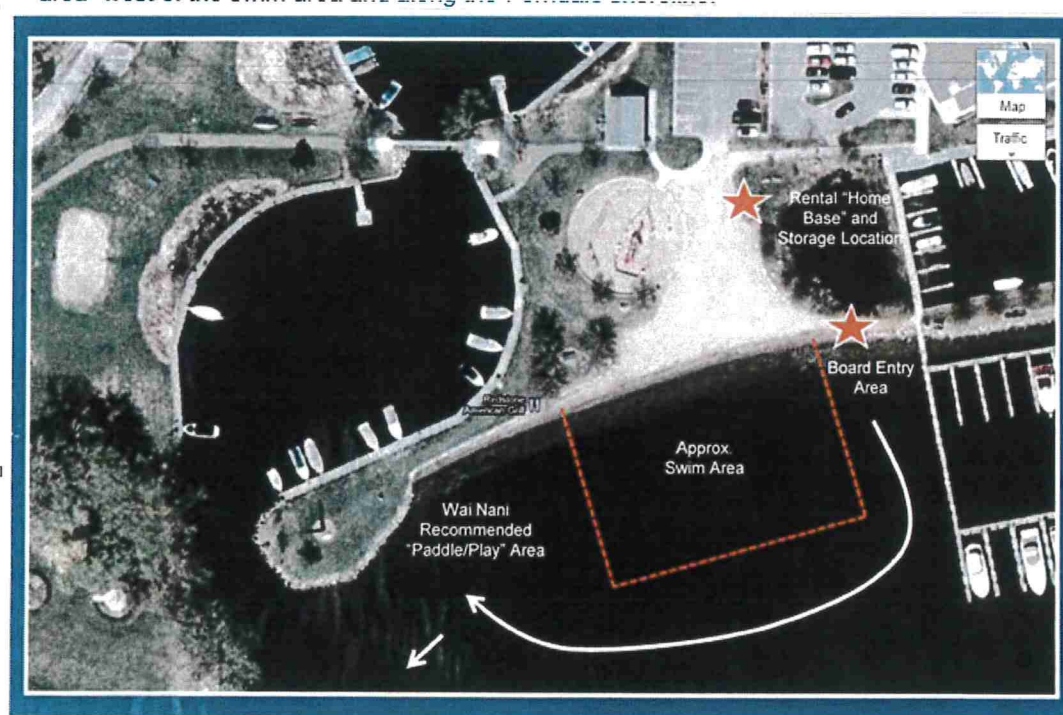


Designated Operational/ Paddle Area

- Rental equipment will be stored inside locked storage structure at rental "home base" when not actively in use and during closed business hours
- After safety instruction, renters will be directed to paddle to "recommended paddle/play area" west of the swim area and along the Ferndale shoreline.

On-Site Operational Features:

- Beach Umbrella and Beach Chair at rental "home base" - stored every night
- (1) Tear Drop Flags near "home base" raised during operational hours only (put up on occasion and stored at night.)
- (1) Board/Gear Storage Unit at rental "home base" - will house bikes, kayaks paddleboards, paddles, lifejackets, leashes, storage totes and other misc. rental needs (i.e. waivers and clip boards.)



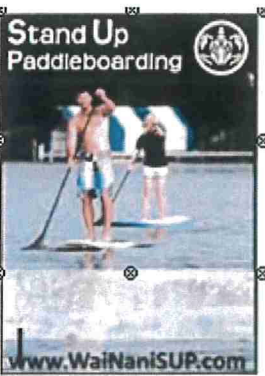
Additional Information



Existing Temporary Structure



TearDrop Signage



Sandwich Board Signage

ATTACHMENT C

Rental Equipment / Pricing

(Price does not include sales tax, booking fee or credit card fee)

Item	Description	Price
1	SUP 1 Hour Rental	\$30
2	SUP 2 Hour Rental	\$50
3	Kayak 1 Hour Rental	\$30
4	Kayak 2 Hour Rental	\$50
5	Bike 1 Hour Rental	\$25
6	Bike 2 Hour Rental	\$40
7	Bike ½ Day Rental	\$65
8	Bike Full Day Rental	\$90
9	eBike 1 Hour Rental	\$35
10	eBike 2 Hour Rental	\$50
11	eBike ½ Day Rental	\$75
12	eBike Full Day Rental	\$100



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2023

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

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

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: SCU - Outfitters & Guides	
	PHONE (A/C, No, Ext): 1-877-783-1161	FAX (A/C, No): 1-260-459-5502
	E-MAIL ADDRESS: OandG@kandkinsurance.com	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED Wayzata M32 LLC DBA: Wai Nani Surf and Paddle 315 Barry Ave N Wayzata, MN 55391 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Markel Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: W02473800 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY	X		M1RPA0000500002100	05/31/2023 5:01 PM EDT	05/31/2024 12:01 AM	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
								MED EXP (Any one person)	EXCLUDED
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$5,000,000
								PRODUCTS – COMP/OP AGG	\$1,000,000
								PROFESSIONAL LIABILITY	
								BODILY INJURY TO PARTICIPANTS	
								COMBINED SINGLE LIMIT (Ea accident)	
								BODILY INJURY (Per person)	
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
		UMBRELLA LIAB						EACH OCCURRENCE	
		EXCESS LIAB						AGGREGATE	
		DED							
		RETENTION							
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					PER STATUTE OTHER	
		ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
								E.L. DISEASE – EA EMPLOYEE	
								E.L. DISEASE – POLICY LIMIT	
		If yes, describe under DESCRIPTION OF OPERATIONS below							
		MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
								EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bicycle Rental - Non Stand-Alone, Kayak/Canoe/Raft/Tube/Paddle & Surf Board Rental Operations Class I, II, III rivers, flatwater (non-guided/guided), Livery, shuttle or transport services for your own operations, Paddling Schools, Paddling/Paddleboarding (includes stand-up paddleboarding), Retail Sales (must be 80% or less of total revenues)
Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured. Coverage does not extend to the negligence or errors & omissions of the additional insured.

CERTIFICATE HOLDER	CANCELLATION
City of Wayzata 600 Rice Street E Wayzata, MN 55391 (Owner, Manager or lessor of the premises)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



City of Wayzata Parks and Trail Board Agenda Report

MEETING DATE: December 12, 2023	AGENDA ITEM: 7.a
TITLE: Communications Recap	
PROPOSED MOTION: N/A	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Mike Kelly, City Engineer/Director of Public Works	

ACTION REQUESTED:

N/A

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

The Board can discuss anything that needs to be passed through City channels in the near future.

ATTACHMENTS:

None



City of Wayzata Parks and Trail Board Agenda Report

MEETING DATE: December 12, 2023	AGENDA ITEM: 7.b
TITLE: Staff Updates	
PROPOSED MOTION: N/A	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Mike Kelly, City Engineer/Director of Public Works	

ACTION REQUESTED:

N/A

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

Community Ed - 2024 winter and spring classes are open on the Wayzata Community Ed website.

Panoway District Committee - Staff is looking for any interest in serving on the Panoway District Committee for 2024. This Committee advises on the management and addresses concerns about the Panoway space. The Committee meets every second Thursday of the month from 8:00 am - 9:30 am.

Board Applications - There are three expiring P&T Board terms this year. Staff has received one application for the P&T Board. One additional application was received that noted P&T Board as their second choice. The interviews with Council for all the open positions are scheduled for December 19.

ATTACHMENTS:

None



City of Wayzata Parks and Trail Board Agenda Report

MEETING DATE: December 12, 2023	AGENDA ITEM: 7.c
TITLE: Future Agenda Items	
PROPOSED MOTION: N/A	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Mike Kelly, City Engineer/Director of Public Works	

ACTION REQUESTED:

N/A

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

The Board can discuss any agenda items that they would like to add to upcoming agendas for discussion.

ATTACHMENTS:

None



City of Wayzata Parks and Trail Board Agenda Report

MEETING DATE: December 12, 2023	AGENDA ITEM: 7.d
TITLE: Next Meeting - January 17	
PROPOSED MOTION:	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Mike Kelly, City Engineer/Director of Public Works	

ACTION REQUESTED:

FINANCIAL OR BUDGET CONSIDERATION:

BACKGROUND:

The next Parks and Trails Board Meeting is scheduled for January 17. The 2024 City Calendar is attached.

ATTACHMENTS:

1. Wayzata Calendar 2024

City of Wayzata 2024 Meeting Calendar



January 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- Energy & Environment 5:00 PM
- Planning Commission - 6:30 PM
- City Council - 7:00 PM
- Charter Commission - 9:00 AM
- Lake Minnetonka Conservation District (LMCD)
- Heritage Preservation Board (HPB) - 11:30 AM
- Housing & Redevelopment Authority (HRA) - 7:30 AM
- Parks & Trails Board - 6:00 PM
- Elections (see below)
- Night to Unite

Meeting dates and times are subject to change. Dates can be confirmed by calling City Hall.

- Holiday Observed
City Offices Closed

2024 Election Dates

February 27—Precinct Caucus
 March 5—Presidential Nomination Primary
 April 30—Special Primary Election (Hennepin Co Commissioner)
 May 14, 2024—Special Election (Hennepin Co Commissioner)
 August 13—State General Primary Election
 November 5—State General Election

Revised
10/24/2023