

WAYZATA CITY COUNCIL

Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street

Tuesday, January 23, 2024

7:00 PM

ZOOM INFORMATION

[Click here to join Zoom Mtg](#)

[Meeting ID: 824 8144 5532](#) [Passcode: 119874](#)

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).

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. Recognition of the Retirement of Rich Holm, Fire Firefighter
6. **New Agenda Items**
7. **Consent Agenda**
 - a. Approval of City Council Workshop and Regular Meeting Minutes of January 9, 2024
 - b. Approval of Check Register
 - c. Approval of Municipal Licenses
 - d. Receipt of Police Activity Report
 - e. Receipt of Building Activity Report
 - f. Approval of Professional Services Agreement with NEOGOV for Recruitment and Onboard Software and Implementation Services
 - g. Adoption of Resolution 08-2024 Approving Closure and Transfer of Funds
 - h. Authorization to Solicit Bids for the 2024 Mill & Overlay Project
 - i. Authorization to Solicit Bids for the 2024 Seal Coat Project
 - j. Adoption of Resolution 07-2024 Denying PUD Amendment and Shoreland PUD/CUP at 825 Mill Street East
 - k. Receipt of Memorandum of Understanding (MOU) with The Wayzata Conservancy for Panoway Dock Funding
8. **New Business**
 - a. Consider Adoption of Resolution 05-2024 Appointing Parks & Trails Board Member
 - b. Consider Approval of First Reading of Ordinance 835 Amending City Code Chapter 716 Related to Charitable Gambling
 - c. Consider Adoption of Resolution 06-2024 Adopting Updated Panoway Signage Design Standards
 - d. **Consider Special Event Permit Request for Amended Chilly Open Event by the Greater Area Chamber of Commerce**

9. City Manager's Report and Discussion Items

10. Public Forum (as necessary)

11. Adjournment

Meeting Rules of Conduct:

Turn in white card for public forum and blue card for agenda item

Give name and address

Indicate if representing a group

Limit remarks to 3 minutes

Upcoming Meetings:

City Council - February 6, 2024

Planning Commission - February 5, 2024

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: January 23, 2024	AGENDA ITEM: 7.a
TITLE: Approval of City Council Workshop and Regular Meeting Minutes of January 9, 2024	
PROPOSED MOTION: To Approve the City Council Workshop and Regular Meeting Minutes of January 9, 2024	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

To Approve the City Council Workshop and Regular Meeting Minutes of January 9, 2024.

FINANCIAL OR BUDGET CONSIDERATION:

Not Applicable.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Not Applicable.

BACKGROUND:

Not Applicable.

ATTACHMENTS:

1. January 9, 2024 Workshop Minutes (draft)
2. January 9, 2024 CC Minutes (draft)

**WAYZATA CITY COUNCIL
WORKSHOP MEETING MINUTES
January 9, 2024**

5:00 p.m. Discussion of American Legion Post 118 Request for Amendment to City Code Related to Pull Tab Operation

Mayor Mouton called the meeting to order at 5:00 p.m. Council Members present in-person in the community room at City Hall offices: Iverson, MacDonald, Parkhill, and Plechash. Also present: City Manager Jeff Dahl, Public Works Director/City Engineer Mike Kelly, Parks and Environment Planner Nick Kieser, City Clerk Kathy Leervig, and City Attorney David Schelzel.

Clerk Leervig provided background noting that the American Legion Post 118 has approached the City about exploring the option to allow Pull Tabs at the Legion. Ms. Leervig noted the current City Code allows only one license and one location in the City. The Wayzata Lions Club holds the only license and operates at the Wayzata Bar and Grill. Based on a previous agreement between the Fire Relief Association and the Lions, the Lions contribute 50% of their net proceeds from the sale of Pull Tabs to the City to help fund Fire Department expenditures on behalf of the Relief Association. The Legion noted their willingness to donate 15-25% of net profits from Pull Tabs to the City, in a similar arrangement as the Lions, albeit in a smaller percentage. City Manager Dahl reminded the Council that there is no legal requirement for the Lions and the Legion to donate those amounts to the City.

The discussion with the Council determined this was a unique request and directed staff to explore amending the City Code to allow a second license and second location within the City and to bring this forward at a regular council meeting within the next month. Council discussed the 10% administrative fee that could be charged to each license holder as allowed by state statute but decided not to pursue that revenue as it would have a negative impact on net profits. Councilmember Plechash stated he did not support gambling and would not support the amendment. Mayor Mouton suggested staff report back in a year with the impact of the additional license if approved by council.

5:45 p.m. Discussion of Panoway Lakewalk and Dock Operating Policies

Planner Kieser reviewed the Panoway policy items that need Council direction prior to the opening of the lakewalk and docks in the Spring. With the future opening of the new lakewalk and docks in summer 2024, the Panoway District Committee (PDC) and Dock Design Working Group (DDWG) have discussed policy questions that will help to manage and operate the new areas. Both groups have discussed the policy items at multiple meetings with Councilmember MacDonald as a member of the PDC and Councilmember Parkhill as a member of the DDWG. Their recommendations and staff's discussion notes for policy questions are attached to the agenda packet for review.

The two policy items that held the most discussion with the PDC and DDWG were:

- 1) the introduction of a parking pay system for boats at the new docks
- 2) the possibility of allowing boat rentals options to take up slips at the new docks

City Council first started the discussion on the first policy item regarding the parking pay system for the new dock system. The Council discussed the general idea of implementing a pay system or keeping the docks free to use by the public. There were varying opinions on the Council on whether to implement the pay system when the docks open or keep the docks free.

If a pay system is implemented, Council noted that more information is required in regard to enforcement measures, pay-by-hour/seasonal permit system, days the pay system should be enforced, signage impact,

1 and how the pay-by-hour system works. Enforcement will be a significant issue to solve for the pay
2 system to work accurately. The Council also noted that a seasonal permit could be another alternative to
3 explore instead of requiring users to pay each time they use the docks. Another idea was discussed to only
4 require the pay-by-hour payment from Thursday to Sunday. Council also wanted additional information
5 to show how the app or text-to-pay options work for the payment system. Overall, Council noted that
6 more information is required on the main discussion items for the pay system to make an informed
7 decision.

8
9 Council then discussed the second policy item regarding the possibility for boat rental options. Staff noted
10 that two companies have inquired about adding boat rental options at the new docks system. The two
11 companies are Duffy Boats and Tonka Boat Rental. Council liked the possibility of the additional revenue
12 this use would bring and the notion that people who do not have a boat on Lake Minnetonka have the
13 opportunity to access the lake. Council brought up the concerns of losing public boat slips, significant
14 safety concerns, and the need to not add any additional staff responsibilities. The safety concerns were
15 emphasized for the Duffy Boats since those are smaller/lighter boats which could run into issues at the
16 new docks. Council noted that more details and a proposal should be brought forward by the companies
17 for their review that shows how the boat rental program would operate and how that would affect the
18 dock system.

19
20 Staff will bring the remaining policy items to a future City Council workshop for discussion along with
21 additional details for the two main policy items discussed at this workshop.

22
23 Respectfully submitted,

24
25 Kathy Leervig, City Clerk

**WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
JANUARY 9, 2024**

AGENDA ITEM 1. Call to Order.

Mayor Mouton called the meeting to order at 7:00 p.m. and 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, Iverson, MacDonald, Plechash, and Parkhill. Also present: City Manager Dahl, Community Development Director Goellner, City Attorney Schelzel, Assistant Planner Quarles, Public Works Director/City Engineer Kelly, Police Chief Schultz, and Parks and Environment Planner Kieser.

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

- Discussion of American Legion Post 118 Request for Amendment to City Code Related to Pull Tab Operation
- Discussion of Panoway Lakewalk and Dock Operating Policies

AGENDA ITEM 4. Approve Agenda.

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

AGENDA ITEM 5. Public Forum.

There were no comments.

AGENDA ITEM 6. New Agenda Items.

Ms. Iverson requested a future agenda item related to a possible permit discount for companies that do salvage work before homes are torn down in order to reduce the impact on the landfills.

City Manager Dahl stated that the Energy and Environment Committee had discussed this but was not sure if it made their priorities list for their upcoming work plan. He suggested that he explore it more and bring an update back to the Council to determine if they want to bring it back as an agenda item.

Mayor Mouton stated that she would be in favor of having more information come back to the Council from the Energy and Environment Committee and noted that Ms. Iverson has asked for this a few times already. She stated that she would also support the Energy and Environment Committee adding it to their work plan because it does align with the City's strategic plan and the goals regarding sustainability.

Mr. Dahl noted that at an upcoming meeting all the Boards and Commission will be coming to give an update to the Council so they could have this discussion with them during that process.

1 **AGENDA ITEM 7. Consent Agenda.**

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

4 Mr. Plechash explained that he had a conflict with the April 18, 2024, date for the
5 Local Board of Appeal and Equalization Meeting.

6 Mayor Mouton thanked staff for putting together the MOA with the University of
7 Minnesota and noted that they have done great work analyzing the City's sales trends and
8 is excited to hear from them on this research. She stated that with the Local Board of
9 Appeal and Equalization meeting, she knows that although they are only required to have
10 one person present who has been through the training but would ask that the full Council
11 go ahead and complete the training. She encouraged the County to send out notices as soon
12 as possible in order to give them time to work with homeowners and business owners. She
13 stated that she would like to pull item g. for separate discussion. She explained that there
14 is an annual rent of \$3,810.

15 Mr. Dahl stated that there are also taxes which bring it to just under \$10,000 total.

16 Mayor Mouton stated that the taxes are a wash and noted that she had asked staff to
17 look at the pricing per square foot and that comes to \$12.24/square foot. She stated that
18 this is an older building, and the Wayzata Area Chamber of Commerce is a partner to the
19 City, but explained that she felt that the City needed to look more deeply at this. She noted
20 that it is an amenity of the City and they cannot be at a loss when they are collecting rents.
21 She stated that there is maintenance that needs to be done and the City is about to invest a
22 significant portion in reinvestment and reiterated that she thinks they need to take a look at
23 this. She stated that they are also only looking at CPI increases every two years which is
24 not in alignment with the other agreements that are on an annual basis.

25 Mr. Parkhill stated that he would estimate the price per square foot for commercial
26 spaces in the City to be at least \$30/square foot and possibly more.

27 Mayor Mouton stated that she was not suggesting that this payment be aligned with
28 other commercial properties but did feel it should be aligned with the asset that it is and
29 not be a financial detriment to the City.

30 Ms. MacDonald stated that she agreed with Mr. Parkhill estimation and noted that
31 usually a commercial property pays Community Area Maintenance (CAM) and taxes and
32 not just taxes and admitted that this has always caught her eye and made her wonder why
33 there is not CAM included. She explained that for her building the CAM is around
34 \$20/square foot.

35 Mayor Mouton stated that means that those tenants pay around \$55/square foot total
36 which shows that the City is pretty far off with their pricing on this item and believes that
37 they should take a look at this. She suggested that the item be pulled and voted on
38 separately.

39 Mr. Dahl explained that as part of the Strategic Plan, they were planning to update
40 all of their leases over the next few years.

41 Mayor Mouton asked how soon this would be done. Mr. Dahl noted that he believes
42 it was a 2025 goal but could move it forward into 2024.

43 Mr. Parkhill stated that the City was also paying the utilities, so they were really
44 not getting any revenue from it and he does not believe that is fiscally responsible to the
45 community.

46 Ms. MacDonald asked what would happen if this lease was not approved tonight.

Mayor Mouton explained that it would be up for discussion and noted that she would prefer to have a shorter-term lease under the existing terms. She gave the example of a 6-month lease term and in that time period staff dig in more and have additional negotiations with the Chamber. She explained that she would not be voting in favor of this item because this is ultimately costing the City money.

Mr. Dahl noted that they can go back and take a look at the original intent and see if this has kept up with that or if, by its nature, the terms have fallen behind. He stated that they could bring this back at the next meeting with a shorter term.

City Attorney Schelzel suggested that the Council pull this item and take a vote on the remainder of the Consent Agenda and then ask for a separate motion on that lease. He stated that he would recommend a motion that directs staff to go back and work with the Chamber on an updated lease that addresses the concerns raised by the Council.

Hearing no additional requests, she asked for a motion to approve the Consent Agenda as presented. Ms. MacDonald made a motion, seconded by Mr. Parkhill, to approve the consent agenda:

- a. Approval of City Council Workshop and Regular Meeting Minutes of December 19, 2023
- b. Approval of Check Register
- c. Approval of Municipal Licenses
- d. Approval of Memorandum of Agreement with University of Minnesota Humphrey School for Metro Transit Park and Ride Redevelopment Research
- e. Approval of 5:30 PM, April 18, 2024, as the Time and Date for the 2024 Local Board of Appeal and Equalization Meeting
- f. Approval of Annual License Agreement Use Agreement with Lake Minnetonka Conservation District to Utilize Community Room and A/V Equipment
- ~~g. Approve 2024 Wayzata Area Chamber of Commerce Lease Agreement (pulled for separate discussion and vote)~~
- h. Approval of First Amendment to Grade Crossing Construction and Maintenance Agreement between the City of Wayzata and BNSF Railway Company
- i. Authorization of Mayor and City Manager to Execute Engagement Letter with MMKR for Fiscal Year 2023 Auditing Services
- j. Adoption of Resolution 04-2024 Appointment Election Judges for the 2024 Elections

The motion carried 5/0.

g. Approve 2024 Wayzata Area Chamber of Commerce Lease Agreement

Mayor Mouton asked for a separate motion on this item. Following discussion, Ms. Iverson made a motion, Mr. Plechash seconded, to approve the 2024 Wayzata Area Chamber of Commerce Lease Agreement as presented, but with a 6-month term until expiration and direct staff to go back and work with the Chamber on an updated lease that addresses the concerns raised by the Council.

The motion carried 5/0.

AGENDA ITEM 8. New Business.

a. Consider Adoption of Resolution 03-2024 and Approval of First Reading of Ordinance 834 Approving PUD Amendment and Shoreland PUD/CUP at 825 Mill Street East

Assistant Planner Quarles reviewed the application by Presbyterian Homes and Services for a PUD Amendment and Shoreland PUD/CUP at 825 Mill Street East, including the surrounding neighborhood zoning, land use, project location, existing conditions, entitlement history, leasing map for 2023, current floor plan, and other details from the development application. She explained that the proposal is to convert the former Lunds/Byerly's space and loading area into residential, loft style units with interior common and amenity space. She reviewed the proposed floor plans for the units, access points, renderings of the exterior, density, intensity, and impact. She reviewed the public notification of the application that was sent out in October of 2023, and noted that there have been no public comments received since the public hearing. She stated that the City's Engineering Department had no comments on the proposal. She gave a brief overview of the discussion that took place at the Planning Commission meeting and explained that the Commission had voted 4-3 to recommend approval of the application.

Applicant's representative, Lisa Albain, Senior Housing Partners, a subsidiary of Presbyterian Homes and Services, explained that she was the lead developer for this project and introduced their architect, Chris Palkowitsch. She shared some background information and history in order to help explain how they ended up at this point with this proposal. She noted that this property has been virtually vacant since 2017 when Lunds and Byerly's Kitchen vacated that portion of the property. She noted that there was a brief time when a small portion of the space was used for a boutique hair salon, but that business had moved in 2020 in order to be on Lake Street. She explained that they have gone to great lengths to lease this space, and noted the financial hardship that has arisen for their ministry because this space has remained vacant. She stated that this has resulted in them looking for creative ways to reactivate this space and bring vitality to this portion of The Promenade. She shared some of the feedback that they had gotten about the space and reasons that have been given by potential tenants for not wanting to lease the space. She noted that the overall occupancy of The Promenade has fluctuated between 30%-60% and currently is at 63%. She stated that if the proposed conversion of 25,000 sq. ft. is allowed, it would only impact 2.3% of the existing property overall and would bring the commercial occupancy up to 81%. She explained that the proposed units would be luxury units that would target active senior adults.

The applicant's architect, Chris Palkowitsch, BKV Group, 222 N 2nd Street, Minneapolis, described their intent with the proposed design of this project. He explained that they are proposing a loft style living space because the former grocery store space was two stories, but the glass on the exterior is only one story in height overall. He referenced the City's Comprehensive Plan that spoke of a variety of housing styles, and noted this proposal would be something unique for the City and Folkestone. He reviewed the proposed interior amenity spaces and explained that they are planning 'grow walls' which they have done in a few other projects with success. He noted that these amenity spaces would be shared with the other existing Folkestone residents. He reviewed the exterior renderings and explained that they had tried to craft a walkable pedestrian experience.

1 Mayor Mouton asked if the existing PUD was for the entire block. Ms. Quarles
2 explained that the current PUD was for the entire Promenade development, which includes
3 the block that is the subject of the application.

4 Mayor Mouton asked if the Council was only being asked to consider amending
5 the PUD for just the properties highlighted. She stated that she would like to know if, in
6 the future, under what the Council is considering tonight, the entire block of 825 Mill Street
7 E could be changed to residential. Ms. Quarles stated that it could not, and what they were
8 considering tonight is specific to the former Lunds & Byerly's space and the loading dock
9 area.

10 Ms. MacDonald stated that she has some questions about the engagement from the
11 leasing agent for this property. She explained that she had some experience with
12 MidAmerica over the last three years that left a lot to be desired, and did not feel as though
13 that agent was a good advocate for Presbyterian Homes. She gave examples of them not
14 showing up to meetings or returning phone calls and messages. She asked how long the
15 'power broker' referenced by Ms. Albain has been involved. Ms. Albain explained that
16 Jesseka Dougherty has always been their broker, and the other part of MidAmerica was the
17 property management side of things, which is where she believes there were some struggles
18 with the City. She clarified that they are no longer their property manager.

19 Ms. MacDonald stated that she had not seen much engagement from within the
20 community when two of their most recent tenants are actually Wayzata residents. She
21 asked for some insight into why their broker did not engage with any of the other
22 community members.

23 Mayor Mouton stated that before Ms. Albain answered that question, she wanted
24 to build a bit more on what Ms. MacDonald is trying to say. She explained that the City
25 has been concerned about the vacancies, and saying that there were tens of thousands of
26 hours spent on this project at a City, community, and Presbyterian Homes level is an
27 understatement. She stated that for years the City has received consistent feedback, with
28 people asking what is going on at Folkestone because it is constantly vacant. She stated
29 that it has gotten better but that has only been over the last 12 months. She stated that to
30 Ms. MacDonald's point, they were concerned about this when the City was asked to make
31 amendments to the last development agreement. She stated that she would like to know
32 what is going on and how the City can work with Presbyterian Homes to fill this space.
33 She encouraged them to reach out to staff and have everyone come to the table and figure
34 out a solution, however, the response was basically 'crickets'. She stated that they ended
35 up sending out a property manager, but that was not what they were talking about because
36 they were talking about leasing the space. She stated that Presbyterian Homes has
37 properties all over the place, they know how to run and market properties and just what
38 needs to be done. She stated that she feels this request is basically a poke in the eye, and
39 it does not make the City look good to have empty retail space. She stated that their
40 statements about the financial impacts that not leasing this space has to their ministry does
41 not really resonate with her because the City has been trying to get answers and mitigate
42 the blood loss. She stated that this was supposed to be a win/win situation, but the City got
43 nothing. She stated that when John Merkins, who was a wonderful advocate, left the
44 project it felt like the thought process from Presbyterian Homes was they had already
45 gotten what they wanted and now do not owe the City anything. She stated that she feels
46 the community is still left with the feeling that Presbyterian Homes did not do everything

1 that they could have to step up and work with the City. She stated that the City has heard
2 from people who have tried to lease space that have given feedback about how difficult it
3 has been to work with them and that has been the feedback that they are hearing over and
4 over again. She stated that all of these issues have left the Council a bit concerned.

5 Ms. Albain explained that she was not ‘passing the buck’ because she represents
6 Presbyterian Homes. She apologized for the experiences that they have all had, and noted
7 that she was not part of the development or conceptual development of Folkestone, nor was
8 she involved in the leasing efforts for the retail space until about 9 months ago. She stated
9 that the people who were part of Presbyterian Homes and Folkestone that the Council dealt
10 with previously have retired and are no longer with the company. She explained that they
11 are doing their best to locate files in order to understand history and find a way to ‘right
12 the ship’, and she feels they have done a good job of over the last year and things are
13 changing.

14 Ms. MacDonald stated that she understood what Ms. Albain was saying and would
15 agree with what she was saying about the last year. She noted that she has been
16 disappointed with what Presbyterian Homes has showed up with in terms of data,
17 especially for the Planning Commission meeting. She stated that to say that they have
18 contacted everyone and reached out to all these people without the data to show, for
19 example, what restaurateurs had they engaged with. She explained that she felt like there
20 wasn’t any hard data of what they had actually done. She shared her experience with a
21 developer at 50th and France who was courting her retail business in the City and at the
22 same time, she had been trying to get in touch with Presbyterian Homes. She remembers
23 wondering why Presbyterian Homes didn’t hire the individual who was courting her
24 business who calls her every 6 months, gets her out to the space, offers deals and noted that
25 now that space is vibrant, active and fully leased. She explained that she was having a
26 really hard time with the message from them that it has been so hard and they have tried
27 for 10 years, when they are just asking the City to take their word for it because they had
28 no data. She stated that she has not seen how they have actually tried.

29 Ms. Albain stated that this is a very deep site, and a retail space is usually 50 or 60
30 feet deep and this space is triple that. She stated that a lot of boutique retailers would come
31 in and tell them that they did not need all of the space which would leave the entire area
32 open, which means it is basically unleaseable space. She stated that trying to get a boutique
33 retailer to come in is difficult when they have struggles with walkability, visibility, and
34 access points. She stated that they have not had credit worthy tenants that have approached
35 them for this space and the ones that have, have not followed through.

36 Mayor Mouton asked if she was referencing the ones that backed out because of
37 Covid. Ms. Albain stated that it was, and explained that they had again approached them
38 after Covid and were not a credit worthy tenant.

39 Ms. Albain stated that if the Council would take a step back and look, they have no
40 reason for this to remain empty. She noted that their ministry is serving seniors, and they
41 are not in the business of retail, so they hire experts to do that for them. She stated that
42 they provide excellent senior care which is what they are trying to do with this proposal
43 and reach an untapped portion of the senior living community with the luxury units. She
44 noted that bringing activation to this part of the development is really needed, and she feels
45 their proposal would be an improvement, especially the current loading dock area, for
46 people coming into downtown Wayzata.

1 Ms. MacDonald asked, when Presbyterian Homes decided that it was time to get
2 creative in making this space useable and they called BKV, if there was ever a conversation
3 with them about commercial use. Ms. Albain stated that after 6.5 years of trying to lease
4 the space, they were looking for any option and looked at a lot of different things like pickle
5 ball courts, golf simulators, and residential use.

6 Ms. MacDonald reiterated her question on whether Presbyterian Homes had spoken
7 with BKV Architects about commercial or retail use before they landed on residential. Ms.
8 Albain stated that they did not because any retailer that comes in and wants the space would
9 have an architect of their own and would design the space per their own specifications.
10 She noted that they had worked with Twiggs who just used 1,900 sq/ft. and explained that
11 they were there for 2 years and then vacated to move to Lake Street because of the lack of
12 foot traffic and visibility. She stated that something that she thinks is sort of the ‘elephant
13 in the room’ is that Covid gave people the ability to do more on-line shopping, and they
14 are also seeing that shopping malls are closing and brick and mortar stores are not as
15 necessary for consumers.

16 Ms. MacDonald stated that, as a retailer, she would say that statement was not
17 completely accurate. She stated that Presbyterian Homes knows housing but did not think
18 they have a firm grasp on retail.

19 Mayor Mouton noted that they had filled some space within the last year which she
20 thinks is fantastic.

21 Mr. Palkowitsch stated that BKV does do retail and mixed use projects, and not just
22 residential projects. He stated that the grade of this space makes it more of a challenge
23 than other spaces, and explained that the only point where retail is flush with the street is
24 on the east end of Mill St. and the rest requires access with stairs or a large ramp.

25 Ms. Iverson stated that she did not want to beat a dead horse, but as an interior
26 designer, she wanted to share that her client had the exact same experience as what has
27 been shared already, and the buildout for her was horrible. She referenced the exterior
28 renderings and stated that their proposed changes are much more inviting than their current
29 form but believes that even making that change may invite more retail. She asked if they
30 had explored doing some exterior changes that would make this area a more viable retail
31 area. She stated that their renderings remind her of things she sees when she goes into
32 Minneapolis to shop or other neighborhood shopping areas. She reiterated that their plans
33 make the façade much more inviting. She stated that she thinks they have already answered
34 the question that they did not really look at retail. She did not think that having steps would
35 deter many people if there is a viable business. She stated that Shop Small Saturday was
36 crazy busy this year, and she would agree with Ms. MacDonald that retail is thriving. She
37 stated that she did not want to beat a dead horse regarding the amount of effort that has
38 been put in, but from her experience she did not have a good experience and believes that
39 there is an opportunity to make some changes. She stated that they have already made
40 some internal changes, a different management group, and thinks there is an opportunity
41 to make this a viable retail area.

42 Mr. Plechash asked if the target clientele for these units would be conceptually
43 connected to the whole Folkestone progression of life, or if this would be completely
44 separate. Ms. Albain answered that they have about 125 people on the wait list for
45 independent living at Folkestone and this would give them 12 available units. She stated

1 that their first targeting would be the wait list and after that would move to the general
2 public.

3 Mr. Parkhill asked what they were asking per square foot for this retail space. Ms.
4 Albain stated that it was between \$24-\$34/sq. ft., plus CAM, but did not have that number
5 tonight.

6 Mayor Mouton noted that there was someone in the audience who had asked to
7 address the Council.

8 Christine Eid, Vantage Law Group, legal counsel for the applicant, asked to be
9 allowed to address the Council following the member of the audience.

10 Bob Ambrose, 825 Lake St. #414, stated that he was not an expert on retail or
11 residential uses, but wanted to say that he was instrumental in the late 1980s and early
12 1990s when he first served on the Council in instituting the policy of encouraging retail on
13 the first floor. He explained that the issue, at the time, was how to get foot traffic to go
14 west of the Peterson Condos, and this was what the Council had come up with at that time
15 to encourage that activity. He stated that he has lived at Folkestone for about one year in
16 the south building. He has seen that there is nothing happening on Mill Street other than
17 cars going in and out of the parking lot. He noted that he can see why retailers would want
18 to have access either directly onto Lake Street or at least be visible from Lake Street. He
19 stated that he is proud that when the Carisch block was developed, the original plan there
20 was to essentially have a small mall, and they told them they needed to have doors out onto
21 Lake Street with separate entrances. He stated that was also one of the things that he liked
22 about this proposal, even though it would be residential rather than retail. He stated that
23 he agreed with Ms. Iverson and likes the exterior changes depicted in the renderings. He
24 explained that he had urged the Planning Commission to recommend approval of their
25 proposal and still feels that way now that it is at the Council. He noted that he has heard
26 the same comments that the Council was sharing questioning why there were so many
27 empty spaces.

28 Applicant's legal counsel, Christine Eid, Vantage Law Group, 125 Main Street SE,
29 Minneapolis, expressed her appreciation to City staff for the work they have put into their
30 application. She stated that she had been an attorney for 15 years and works exclusively
31 in real estate. She stated that she was happy to hear the story shared by Ms. MacDonald
32 because she believes it is important to keep retail alive, however, she has seen a pretty
33 dramatic evolution in retail over the last 10 years. She stated that there was also an obvious
34 change after the pandemic. She noted that some of it was short term but with the addition
35 of inflation and economic uncertainty, there has been another seismic shift in the way retail
36 is being done, and explained that she was saying this because of her personal experience.
37 She stated that because of this, retailers are being very specific with what they are looking
38 for. She stated that it is very important to have a credit worthy tenant that is willing to pay
39 the rent. She noted that with this particular space, her understanding is that the challenges
40 are the floor plates and depth of the space, which is no longer relevant in today's market
41 for retail tenants. She stated that the concept for this was originally generated in 2008,
42 which means they are almost 20 years beyond that.

43 Mayor Mouton interjected that the building had taken 5 years to build.

44 Ms. Eid agreed but noted that the concept came in 2008 which was the same year
45 she graduated from law school and if she thinks about what she was doing, wearing, living
46 and shopping, it was dramatically different than now. She stated that earlier in the meeting,

1 the Council had a discussion about the rental for the Chamber of Commerce and how it
2 hadn't changed in such a long time and felt that it needed to change. She stated that shows
3 that things do need to change because the world and people's habits evolve. She noted that
4 she would say that retail is not dead, but it has definitely evolved and tenants are being
5 very discerning about the spaces they are leasing. She reviewed the 2023 leasing map of
6 the entire Promenade site and explained that the percentage of the overall project that is
7 devoted to retail would be reduced by about 2%.

8 Ms. Quarles explained that there is about 111,000 sq. ft. of commercial space in the
9 entire development and about 1,000,000 sq. ft. of floor space overall. She stated that the
10 2.3% reduction she believed was the change in the total floor area of the entire
11 development, as opposed to the commercial area.

12 Ms. Eid stated that shows that there would not be a significant change in the overall
13 retail/commercial space for the entire development.

14 Mayor Mouton stated that she thinks that they were talking about different things
15 in this conversation. She asked how much square footage there currently was on ground
16 level which was the intended purpose for retail/commercial use. Ms. Quarles stated that,
17 as she understood it, the ground level retail/commercial space is about 111,000 sq. ft.
18 throughout the entire development. She noted that the 2.3% number refers to all of the
19 square footage in the development and not just the retail/commercial space.

20 Mayor Mouton stated that makes this a request to change about 25% of the
21 retail/commercial space.

22 Ms. Eid stated that she sees it as the retail/commercial space being just about 10%
23 of the total project area, and converting this space would represent a smaller reduction.

24 Mayor Mouton expressed the opinion that would just turn into a numbers game,
25 and reiterated that this request is essentially about a 23%-25% change in the
26 retail/commercial space.

27 Ms. Eid stated that her intention was not to try to use smoke and mirrors, but
28 explained that the reason she brought up the fact that there is still commercial is that this
29 would still be a mixed use project. She noted that there had been mention of family offices,
30 and noted that she would not really consider that something that added to the vibrancy of
31 a project because many times they don't want to actually 'be' in the space but want it
32 available if they need it. She stated that she felt that was relevant from a leasing
33 perspective. In her leases she tries to say that a tenant needs to be open and occupied at all
34 times, and cannot go dark or stop operating, because for the sake of the vibrancy of the
35 entire project, they have to be open and operating. She stated that they have gotten a lot of
36 push back on certain uses because they simply want to have a space for their clients, which
37 does not add to vibrancy or foot traffic.

38 Mayor Mouton stated that Ms. Eid was 'preaching to the choir' and would say that
39 family offices were not the intended purpose for that space, but the City had made
40 concessions because nothing else was going in. She stated that to assist in leasing the
41 space, they agreed to allow it even though they weren't crazy about it. She stated that she
42 would like to know how many residents are within the total complex and noted that it is
43 very important for Ms. Eid and the applicant to understand that this is a neighborhood to
44 the Council. She stated that she did not think changing the use to residential would add
45 much vibrancy either, and feels that the Council is trying to figure out the correct mix.

1 Ms. Eid stated that with this plan, with the different intended clientele, she could
2 see things like walking clubs being created with this type of use because it will most likely
3 be younger and more active seniors. She stated that this is a mixed use development and
4 the conversion of the 25,000 square feet of space is consistent with the spirit of the
5 development and is intended to further the objectives of the development as well as the
6 2040 Comprehensive Plan. She stated that he understands the frustration expressed by the
7 Council that they do not feel that they have done everything they can to lease this space,
8 but stressed that there are challenges with the space that she does not think will be resolved.
9 She stated that at this point in time, it is costing the owner over \$300,000 in operating
10 expense losses each year. She stated that requiring this to be commercial and not allowing
11 for some flexibility removes the ability of the owner to make it economically viable. She
12 stated that she believes the PUD is important, but reminded the Council that it was written
13 17 years ago. She stated that she thinks, if they can get over what has happened in the past
14 and look to today's economic reality, they can reach the same goal. She noted that she did
15 not think retail was sustainable in this location, in particular because there is vacant space
16 on Lake Street. She stated that she believed having this type of structure where people can
17 just walk out, will add to foot traffic. She shared the concern that if the Council is wrong
18 and this is kept as retail space, it was likely that they would be in the same place a year
19 from now, but there would be another large sum of money from carrying the space without
20 rent.

21 Mayor Mouton asked if anyone with the applicant had reached out to the City to
22 see if the City could utilize that space for anything. Ms. Eid stated that she had not
23 personally reached out to the City.

24 Mayor Mouton noted that they had made reference to having explored all
25 possibilities, and she would not say that the City utilizing this space was on the table but
26 used it as an example of a possibility. She gave the example of the space being used as a
27 community center and reiterated that the comment has been made that everything has been
28 explored. She noted she would disagree, because it has not. She stated that all the Council
29 wants is a successful project because at the end of the day that will mean a successful
30 community. She asked if the applicant had any additional information to share with the
31 Council before they began their discussion.

32 Ms. Albain stated that if this project is approved, they are ready to move forward
33 with design and will be under construction right away.

34 Mayor Mouton turned to Council and suggested the first thing the Council discuss
35 is whether they are willing to approve the PUD amendment.

36 Mr. Plechash stated that he values the work that the Planning Commission put into
37 this application. He stated that it was a split vote but both sides articulated their thoughts
38 well. He explained that he had made a list of what he saw as pros and cons and shared
39 those items: Pros were: parking benefits; revitalize vacant space; decrease in density;
40 improve the aesthetics; diverse demographic; increase ability for aging residents to stay in
41 the City; adds diversity in architecture and living style; and is a better setting in terms of
42 the loading dock area. Cons were: departure from the fervently debated uses; and that the
43 entities involved have not worked hard enough to fill it with retail/commercial. He
44 explained that to him the bottom line is that they have had 7-10 years of a concept that has
45 not worked, but in this City, residential has worked. He stated that the first floor
46 retail/commercial was an ideal, but it has not been the reality and would agree with the

1 statement Mayor Mouton just made that the Council wants a successful project. He
2 explained that he is very much in favor of this proposal.

3 Mr. Parkhill extended his gratitude to the Planning Commission and noted they
4 spent hours discussing this request and their dialogue helped him get to the crux of what
5 was going on. He stated that he really felt the design proposed by the architect is fantastic,
6 refreshing, and inviting. He stated that he worries about the fringe commercial spaces, and
7 explained that he did not think the initial design was very conducive to commercial or
8 residential uses because it is closed off in just about every way. He stated that he thinks
9 the changes that are being proposed are very positive. He explained that he has to wonder
10 if they may be part of the problem because it just does not look like you would go there to
11 shop. He stated that he also worries about separating two retail sections with residential in
12 between. He noted that he was not sure that 24 tenants, who would potentially be
13 snowbirds, would bring that much vibrancy to the area, and worries for the most part about
14 competition and supply in the market to keep their prices down. He stated that he feels that
15 commercial rents are very high for businesses and the more supply that there is will put
16 some sort of pressure on those to be kept within a reasonable range. He stated that the City
17 needs to have economical spaces for start-ups, boutiques, realtors, small restaurants, and
18 something like a coffee shop or pop-ups. He stated that the \$325,000 in cost that they incur
19 per year equates to \$9/sq. ft. for that space. He stated that there may be the opportunity to
20 reduce the asking price per sq. ft. He stated that the reason he is not in favor of this project
21 is because he is concerned about continuing a vibrant retail community in the City.

22 Ms. Iverson thanked the applicant for their time and effort that they have put into
23 this application and agreed that the design is well thought out. She reiterated that she feels
24 some of the proposed changes on the exterior and the interior could be done, and they may
25 have a successful vibrant retail area in this location. She stated that she sat in on the
26 meetings held at the Wayzata Community Church when this development was initially in
27 front of them, and there have been many discussions and meetings, and feels that in some
28 sense, it tore the City apart. She noted that she was not on the Planning Commission or the
29 Council at that time, but can remember the community saying that they really want vibrant
30 retail and want that area to be alive again. She stated that she believes that people are
31 disappointed that this didn't happen, and now they are here asking for more housing. She
32 stated that she feels that the people who initially approved this project are being let down,
33 and explained that she cannot approve this as it has been presented. She stated that she
34 believed that with the change on management by the Presbyterian Homes that they can get
35 something in this space. She stated that she has been an advocate for a community center
36 or an event center. She explained that she felt there were truly many options where they
37 could partner with somebody. She shared that she would agree with Mayor Mouton, and
38 also did not think that all the options had been explored. She noted that she could not vote
39 in favor of how it was currently being presented.

40 Ms. MacDonald stated that she would not repeat the comments that have already
41 been shared and would just state that she did not support the PUD amendment being
42 proposed. She stated that she believes that the data shared by Ms. Eid is national and
43 possibly statewide. She noted that it may be a bit conceited to say, but she feels that
44 Wayzata is special and unique, and this can be done. She stated that they just need to
45 engage with City staff and the local community, Chamber of Commerce, and business
46 owners.

1 Mayor Mouton expressed her appreciation to the applicant, staff, and the Planning
2 Commission for the countless hours they have spent on this proposal. She stated that when
3 the original project was first discussed it was somewhat divisive, as shared by Ms. Iverson,
4 but one thing that was important to everyone was to maintain the City's character. She
5 stated that she thinks they realized that there was going to be change, and reminded
6 everyone that this was the tallest project, which was a huge deal in the City. She stated
7 that the City made concessions in order for the project to be viable, and feels that they have
8 continued to make concessions. She explained that it has taken awhile to heal a fractured
9 community, who was very divided about this project moving forward because of the size,
10 scale, mass, and the overall change it would bring. She stated that the commercial/retail
11 was an opportunity to stay connected to the small town feeling, like a flower shop or a nail
12 salon. She stated that she felt that Presbyterian Homes had done a great job in the last year
13 filling some of the space, which shows her that retail is not dead. She stated that this site
14 is undoubtedly tough because it was built and specifically configured for Lunds/Byerly's,
15 which she feels was a mistake because it is too deep, too big, and just too much. She stated
16 that conceptually, she believes the proposal could work but she cannot get past the thought
17 that every option had not been explored yet from a retail/commercial perspective. She
18 stated that she was willing to put faith in various parties coming together and finding
19 solutions on something that will work for the property. She noted that she felt that there
20 was an opportunity for conversations moving forward so all sides can have a beautiful,
21 viable, corner that is thriving. She stated that she thinks the members of the Planning
22 Commission who had voted in opposition to this request were correct in that stance. She
23 noted that even if this moves forward, she has so many questions that would need to be
24 fleshed out regarding the look of sidewalks, furniture, and things like windows that won't
25 allow people walking by to look in and see dirty dishes and shoes piled up in the home.
26 She stated that she feels that is the reality of living in an urban environment, but Wayzata
27 is a small town and they want to keep it that way. She stated that this development is very
28 prominent and has a lot of stature in the City, and she was also not in favor of approving
29 this request.

30 City Attorney Schelzel explained that this agenda item is set up with a resolution
31 and report and recommendation of approval, and based on what the Council has voiced on
32 this item, he would suggest the Mayor ask for an alternative motion to direct staff to prepare
33 a draft denial resolution with supporting findings based on the reasons that the Council
34 articulated during the meeting, for review and consideration at the next City Council
35 meeting.

36
37 Mayor Mouton asked for a motion on the draft resolution. Mr. Parkhill made a motion,
38 seconded by Ms. Iverson, to direct Staff to prepare a draft Denial Resolution with
39 supporting findings based on the reasons that the City Council articulated during the
40 meeting for review and consideration at the next City Council meeting. The motion carried
41 4/1 (Plechash opposed).

42
43 Mayor Mouton recessed the meeting at 9:15 and reconvened at 9:22 p.m. She
44 suggested that the Council consider moving the discussion regarding the Special Event
45 Permit for the Chilly Open forward on the agenda.

1 Mayor Mouton asked for a motion to reorder the agenda as proposed. Ms. MacDonald
2 made a motion, seconded by Mr. Plechash, to amend the agenda so item g. related to a
3 Special Event Permit for the Chilly Open to follow the discussion regarding the Special
4 Event Permit for the Wayzata Art and Music Festival to be held by RBA. The motion
5 carried 5/0.

6
7 **b. Consider Approval of Special Event Permit for the Wayzata Art and Music**
8 **Festival to be held by RBA**

9 Mr. Dahl noted that the applicant, Rick Born, was observing tonight's meeting remotely
10 but Tracey Born was present in order to answer any questions the Council may have.

11 Director of Public Works/City Engineer Kelly reviewed the Special Event Permit
12 application for the Wayzata Art and Music (WAAM) Festival. He explained that the
13 proposal is for two concerts on June 21 and June 22, 2024, and to close the beach/marina
14 area by June 21st in order to be able to set up the stage area. He reviewed details of the
15 proposal for start/end times, access to the beach, past conditions of approval, and event
16 layout details.

17 Ms. MacDonald asked for details on access to the beach. Mr. Kelly outlined details
18 of the access points to the beach.

19 Ms. MacDonald stated that she felt something would need to change from how it
20 was set up last year because they blocked the boardwalk on the lakeside of the Boatworks
21 building with the port-a-potties. She stated that the only access last year was through
22 Ferndale and she felt that could be communicated better to the public.

23 Mr. Kelly stated that his understanding is that access through the boardwalk should
24 have been maintained up until 4:00 p.m. He stated that staff will work with the applicant
25 to ensure that happens correctly this year.

26 Mayor Mouton agreed that this was important and believes this statement had also
27 been made last year. She stated that this is the busiest time of the year and she wants to
28 make sure that the City's public amenities are available to residents and guests that are
29 there are able to do so.

30 Mr. Parkhill asked why there was not an exit out of the west side of the concert
31 venue. Mr. Kelly stated that the simple answer is that the public spaces of the City and
32 parking are more directly adjacent to the Barry Avenue location.

33 Mr. Parkhill noted that he felt from a safety standpoint having an exit to the west
34 would be smart, even if it is just designated as an emergency exit. Mr. Kelly stated that is
35 a valid point and will work with Police Chief Schultz to make sure that they are comfortable
36 with the safety plans.

37 Mr. Plechash stated that last year there was a problem on the first night of the
38 concerts with noise which was exorbitant. He noted that the same music type will be at
39 this concert with the EDM style and asked what assurances the City would have to ensure
40 that they would not have the same problem this year.

41 Mayor Mouton stated that question feeds into hers as well and suggested that they
42 be answered at the same time. She referenced the conditions of approval that were
43 reviewed in Mr. Kelly's presentation related to crowd security and noise mitigation. She
44 stated that City received a lot of positive comments about the event, but also had some very
45 serious comments and strenuous objections even from people outside of the City on the
46 other side of the lake. She noted that the feedback was extraordinary and not in a pleasant

1 way and explained that she thinks the concert, on its face, should move forward, but they
2 need to mitigate, especially with this type of music, the noise. She stated that she has spent
3 time over the last few days researching how to measure and mitigate noise for outdoor
4 concert venues. She stated that she learned that the low frequencies are measured
5 differently than the higher frequencies and explained that she would like to find the level
6 that would allow for concert enjoyment but is not making people's ears who have no desire
7 to participate in the concert. She noted that she had a recommendation for what she felt
8 the dBA versus dBC levels should be, based on her research and asked if staff also had a
9 recommendation. Mr. Kelly stated that he was not an expert and noted that there was also
10 not anything in the City Code that addresses how to manage certain noise levels other than
11 meeting MPCA regulations related to noise. He stated that most of the MPCA requirements
12 are related to building activities and did not find anything related to an event. He noted
13 that in further research he found that the typical range decibel levels with the combination
14 of the frequencies mentioned by Mayor Mouton were around 90 decibels and could be as
15 high as 120 decibels. He stated that the applicant has commented that he understands that
16 this was an issue last year and read aloud a statement made within the application that
17 stated, "...this year, we will also monitor the sound levels and have devised a plan with our
18 stage and production team to baffle the low end base at the stage."

19 Mayor Mouton stated that she felt the City needed to be specific and she felt that
20 her research showed that a level of 100 decibels was a good balance of the two frequencies
21 that would allow for enjoyment of the concert but reduce the effect outside of the venue.
22 She asked City Attorney Schelzel to comment on her understanding. She stated that this
23 would be measured at the mixing table which is 30 meters. Mr. Schelzel stated there are a
24 lot of variables involved in how this is measured including where it was measured from
25 and the different frequencies involved. He stated that it appears that Council is most
26 concerned about the people that are outside the concert perimeter and the applicant has
27 stated that they will be doing some monitoring to ensure that the decibel levels do not go
28 above a certain amount. He noted that low frequencies can shake buildings and cars and
29 is what most people were complaining about last year. He explained that this issue was
30 very complicated because it is site and music specific and believes the City's best way
31 forward is to work with the applicant and the sound company to come up with a plan that
32 addresses all of these concerns.

33 Mayor Mouton asked who, from the City, would know what the levels are and be
34 able to say it is too much. Mr. Schelzel stated that the City did not have any sound experts
35 on staff and suggested that the City may want to require the applicant to provide the City
36 with a report and plan from their production company.

37 Mayor Mouton stated that she does not feel the decibel levels should be above 100
38 overall and for the low frequency limited to 95 decibels. She stated that she would also
39 suggest that the length of time for the concert be limited because she believes the
40 application is for 6 or 7 hours, which she feels is too long. She stated that she would be in
41 favor of 4 hours, ending at 10:00 p.m., to have proper sound barriers around the back of
42 the stage, and have a communication plan for the people in the City as well as those across
43 the lake. She stated that inclusion of these conditions would be the only way she will
44 support this application because she did not want to have a repeat of last year and noted
45 that she also liked the suggestion made by Mr. Parkhill for an emergency exit.

1 Ms. MacDonald stated that she agreed with much of what Mayor Mouton had
2 shared and believed that the hours of operation being slightly shorter she also thinks is a
3 good idea. She noted that she didn't really mind going to 11:00 p.m. but having it start so
4 early does bother her. She stated that there was a really weird mix of the crowd at 4:00 or
5 5:00 p.m. and she thinks that some of the EDM concert goers may have made some resident
6 eyeballs open a bit wide. She stated that she supports the right of young women to wear
7 whatever they would like on their bodies and felt taking picture of them and e-mailing them
8 to a bunch of people was more inappropriate than the actual outfit was. She suggested that
9 the event start later, after the dinner rush had subsided a bit.

10 Ms. Iverson stated that she thinks this event is a good thing for the community, but
11 would support the conditions that have been suggested by the Council. She noted that she
12 thinks that Mr. Born puts a good program together and he will listen to this feedback
13 because he wants it to be successful. She stated that she thinks he will work with the sound
14 engineers and work to get to the point where the City can feel comfortable with this. She
15 stated that she supports their request and if it ends at 10:30 or 11:00 p.m. she would also
16 support because it is just a few nights each year.

17 Mr. Parkhill stated that he was a bit surprised that EDM would be coming back
18 again this year because it was somewhat controversial last year. He explained that he did
19 not see any reason not to give Mr. Born another chance to do this right but noted that he
20 would personally prefer a different kind of music that would have a bit more mature crowd,
21 but this event was very successful last year. He noted that he was flexible with the start/stop
22 times because that issue was less important to him than some of the others.

23 Mayor Mouton stated that the Council needs to put their residents first as it is stated
24 in the Strategic Plan. She stated that the City has a noise ordinance that states 10:00 p.m.
25 and suggested that the concert end by 10:00 p.m. and that things are cleared out by 10:30
26 p.m. She stated that the way the application is currently presented, the music could
27 technically go until 11:00 p.m. which she would not support, especially with loud,
28 thumping music.

29 Ms. MacDonald stated that this date is very close to the summer solstice, which is
30 the longest day but noted that EDM concerts are much more fun when it is dark because
31 there are a lot of cool lights that go along with the music.

32 Mayor Mouton stated that the sunset on June 21-22, 2024 will be 9:41 p.m. She
33 stated that she thinks there needs to be a balance in the ability for people to have fun, but
34 within reason.

35 Mr. Plechash stated that a part of him thinks they should limit the music to end at
36 10:00 p.m. but agreed that Ms. MacDonald had a point that part of the show is the light
37 show and the fireworks which do not work when it is light. He stated that if the sunset is
38 9:41 p.m. it actually will not be dark until an additional 30 minutes later. He stated that he
39 was also surprised to see EDM music come back because there was so much pushback last
40 year. He stated that there was a suggestion made by Mayor Mouton to limit the overall
41 decibel level to 100 but noted that he had looked it up and that is pretty much a non-starter
42 for any kind of rock concert. He stated that a rock concert, according to his research is
43 typically 120 decibels and believes the difference between 100 and 120 decibels in this
44 situation is huge, however nobody is a sound expert. He explained that this bottom line is
45 if the City approves this he does not want to get a big pushback from the residents. He
46 asked the applicant to make sure that he does want he needs to do so that does not happen

1 because if it does, next year will be a completely different story, in his opinion. He stated
2 that he is okay with an end time of 11:00 p.m. and the other requests, but would like this
3 to serve as a warning that the City better not get the kind of pushback they got last year.

4 Mayor Mouton stated that she was the recipient of much of this pushback and
5 explained that it rose to the level that she hopes nobody else on the Council ever gets the
6 kind of phone calls she received. She stated that she wasn't clear on where Mr. Plechash
7 had gotten the information on sound levels being at 120 or whether it was for indoor or
8 outdoor concerts. She stated that the City has residents that are expecting an art fair along
9 Lake Street and in front of their homes and what is being thrown into the mix is an EDM
10 concert. She stated that she understood that EDM was also a form of 'art' but believes that
11 there needs to be parameters put into place. She stated that she would not be comfortable
12 if they do not put very clear and very specific parameters into place.

13 Ms. MacDonald asked the Council to consider the actions that were taken last year
14 between Friday and Saturday night. She stated that she felt the applicant was proactive
15 and Saturday night was a big improvement from Friday night which she thinks says a lot
16 and is one of the biggest reasons that she has confidence in supporting the request this year.

17 Mayor Mouton asked for details on what those steps were beyond turning down the
18 volume. She reiterated that she thinks the City needs to be specific and say this is what is
19 acceptable for the community and not simply leave it up to a third party who comes in once
20 a year. She noted that she understood that those individuals may be professionals in this
21 field, but she feels the City needs to be clear on their own expectations.

22 Ms. MacDonald stated that some of those steps were included in the information
23 within the packet such as moving the buses around.

24 Mr. Dahl clarified that the drop-off/Uber area was changed, the volume and bass
25 were also changed in addition to a few other smaller things. He noted that Police Chief
26 Schultz is an integral part of the City's Special Event Permit process.

27 Mayor Mouton stated that the issue here is that these events are wonderful for the
28 community that is enjoying it because she feels that they also have a responsibility to those
29 who do not see it in the same light and also need to take into consideration how the City's
30 resources are utilized. She stated that she felt the Council needed to ask the tough question
31 about whether this event was simply nice to have or if it was something that they needed
32 to have. She stated that she also feels they should think about when something that is nice
33 for the City to have was actually too costly for the City including the peace of mind of the
34 residents and staff. She noted that the 5,000 people showing up for this event are not 5,000
35 Wayzata residents and are coming from outside the City. She stated that she believes they
36 need to ask who they are doing it for which is another tough question. She noted that for
37 months now she has been saying that they need to have a plan in place with specific decibel
38 levels and the City still has not received that.

39 Mr. Dahl stated that this would be the appropriate time to set those standards and
40 asked Police Chief Schultz to speak to the overall capacity and some of the sound concerns
41 that have been raised.

42 Police Chief Schultz stated that their perspective for this type of event is just to
43 provide a safe and secure environment for the attendees and the artists. He stated that last
44 year, he was very pleased with the crowd and the staff, until the torrential downpour and
45 there was chaos. He stated that the biggest issue was clearly the noise however nobody
46 from the City are experts in that arena so they don't really know how to address the

1 concerns. He noted that he was pleased to hear that the applicant has already approached
2 their sound team who are noise experts and who will have the best handle on trying to
3 mitigate those issues. He stated that he thinks that approach would be a lot easier than
4 trying to have City staff try to do it. He stated that following the conversation that they
5 had after the Friday show, all of those things were mitigated, including the volume so the
6 applicant was very responsive to their suggestions and requests. He stated that he was
7 confident that they will be able to have a great experience again, as long as they can get
8 the noise under control.

9 Mayor Mouton asked if the path forward would be to have the applicant work with
10 their sound engineer and come up with a plan, how would the City evaluate that
11 information. Mr. Schelzel answered that the City could hire their own expert, but he feels
12 that may be overkill in this situation. He stated that he thinks there is an example of a good
13 event last year that everyone feels went really well outside of the noise issue and the
14 number one sound issue was mitigated on the second night. He stated that the City could
15 hold the applicant to that standard and believed that the City had enough layperson
16 expertise that they could look at the plan and see if it was bogus or not. He explained that
17 he expected their plan would not be bogus, so the City could then hold the applicant to
18 those standards outlined in the plan. He stated that there are a lot of techniques that can be
19 used to mitigate the noise issues and listed off a few examples that he knew about.

20 Mayor Mouton asked about the condition related to crowd security and directing
21 the applicant to work with the Police Department to improve flow and trash collection. Mr.
22 Kelly explained that part of this was leaving the premises with alcohol along with general
23 chaos as people were leaving, which was primarily on the first night. He stated that these
24 details just need to be better managed and the applicant has already stressed that they will
25 work with the Police Department on these issues.

26 Mayor Mouton asked Police Chief Schultz asked if the plans for 5-7 police officers
27 meant actually on-site, inside the gates for the event along with 40 Asia security personnel
28 scattered around. She stated that if her understanding was correct whether that amount of
29 security was sufficient for 5,000 people. Mr. Schultz stated that she was, for the most part,
30 correct, and explained that during the event they have recommended 6 patrol officers in
31 pairs of two throughout the venue. He stated that this approach has worked really well in
32 the past for things like extricating someone from the venue such as a medical issue. He
33 stated that there will also be himself, Deputy Chief Baker, Detective Sargeant Lee were
34 there in addition to the patrol officers so there was extra coverage but also have a cadre of
35 officers that were working the Art Experience event who were able to come back and help
36 out, as needed. He clarified that he felt there was adequate personnel. He noted that for
37 the people of exiting with alcohol they just need to do a better job of recognizing that and
38 setting up a better point of communication with the folks that are leaving in partnership
39 with Asia.

40 Ms. Iverson asked if there would be usage of a drone and if they had utilized one
41 for one of the country concerts. Mr. Schultz stated that they had used a drone at J.J. Hill
42 Days that they had borrowed. He explained that it was a tethered drone so there wasn't a
43 pilot but they were able to capture video which was a big help in some situations.

44 Ms. Iverson stated that she had found it surprising that there were security people
45 on top of the building which she liked.

1 Mr. Parkhill asked who pays for the police officers to be present at this type of
2 event. Mr. Schultz explained that in a case like this when there is essentially two events
3 going on at the same time, they work with the Chamber for their event and also for RBA
4 for their production.

5 Mr. Parkhill asked if it was a burden on the City at all. Mr. Schultz answered that
6 he cannot say that their officers don't go home really tired, but they like to be there and
7 look forward to these duties.

8 Mayor Mouton asked about the communication plans that staff was recommending.
9 Mr. Dahl stated that all property owners and tenants are informed of the plan.

10 Mr. Kelly stated that there will be a requirement for the applicant to notify the
11 adjacent property owners. He stated that there were complaints received from across the
12 lake so it may also be a good idea for them to call Shorewood, Excelsior, and other cities
13 to let them know about the event.

14 Mr. Dahl stated that giving people a heads up well in advance is a good idea because
15 he knows that some people schedule themselves to be out of town during the event so they
16 do not have to deal with it.

17 Mayor Mouton asked if he was saying people had told him that they are planning
18 to be out of town because of this event. Mr. Dahl confirmed that was correct.

19 Mayor Mouton stated that she felt that sentiment said a lot and hoped that this event
20 did not truly run anyone out of town because it is meant to bring people in and not drive
21 them away.

22 Mr. Dahl stated that Mr. Born has raised his hand on-line to address the Council
23 and suggested that perhaps Ms. Born may have comments to make to the Council before a
24 motion is made.

25 Ms. Born stated that she did not have any comment to make.

26 Mr. Schelzel reviewed some of the comments that he had heard the Council raised
27 and suggested that any amendments to the conditions be specifically called out in the
28 motion.

29 Mr. Kelly noted that the hours of operation are a start time of 5:00 p.m. for the gates
30 to open and an exit of 11:00 p.m.

31 Mayor Mouton stated that she feels those hours are too long because even if the
32 concert doesn't start at 5:00 p.m. there will be music playing even if it isn't at the same
33 intensity level. She asked what the actual concert music times were scheduled. Mr. Kelly
34 stated that he did not have that information but knows that sometimes it is dependent on
35 the act that is hired and their set time. He stated that he knows that Mr. Born, in the past,
36 has worked very hard to meet the Council's intent, for example, if the Council said it had
37 to be done by 10:00 p.m. they try to be done at that time. He stated that the goal is to be
38 out the door and have everyone gone by 11:00 p.m.

39 Mayor Mouton reiterated that she would prefer for the music to be off at 10:00 p.m.
40 and people exiting by 10:30 p.m. and equipment take down and those activities that night
41 or the following day.

42 Ms. Iverson stated that she understands Mayor Mouton's concern, but she was
43 comfortable with music stopping at 10:30 p.m.

44 Mr. Parkhill stated that he would also support 10:30 p.m. for music stoppage, but
45 also noted that he didn't think EDM would be the right genre for the City again if the sound
46 is too much or the crowd is too problematic. He suggested that the Council could give

1 them a hard end for the music of 10:30 p.m. rather than giving them the flexibility to go to
2 11:00 p.m.

3 Mr. Plechash stated that he would support that and suspects that is really what they
4 were already planning. He stated that he was glad the Council was not trying to set a
5 specific decibel level tonight because they were not the experts but noted that low
6 frequency sounds would travel for miles and the high frequency would only travel for a
7 few hundred yards even if they are at the same number of decibels.

8 Mayor Mouton stated that was exactly why she wanted to cap this specifically
9 because the low frequency noise is the problematic one.

10 Mr. Plechash stated that the applicant needs to do what he needs to do in order to
11 make sure that the City is satisfied. He reiterated that he would support a stop time of
12 10:30 p.m. for the music and everything else done by 11:00 p.m., and the rest of the
13 conditions as outlined in addition to the requirement for the applicant to submit a noise
14 mitigation plan to the City.

15 Ms. MacDonald stated that she would go with the flow of the Council and would
16 support that.

17
18 Mayor Mouton asked for a motion on the application. Ms. MacDonald made a motion,
19 seconded by Mr. Parkhill, to Approve the Special Event Permit for the 2024 WAAM
20 Festival subject to the conditions of approval as outlined per the Council discussion,
21 including that the applicant present the City with a plan to address noise mitigation for
22 review by staff, examine creation of an emergency exit/egress, and that hours of operation
23 as 5:00 p.m. to 10:30 p.m. (music ends). The motion carried 5/0.

24
25 **c. Consider Special Event Permit Request for Amended Chilly Open Event by the**
26 **Greater Wayzata Area Chamber of Commerce**

27 Mr. Kelly explained that this item is a modified Chilly Open plan from what is usually
28 presented to the City each year. He noted that this year their proposal is for an ‘on land’
29 experience due to what the expectation is of the ice conditions this winter. He shared
30 details of their request and noted that it could no longer be a Bring Your Own Bottle
31 (BYOB) type of event for alcohol because it will not be on the lake. He reviewed other
32 recommendations for conditions of approval.

33 Mayor Mouton stated that there was a statement made that they were open to
34 allowing feedback and asked what would happen if they got feedback from adjacent
35 property owners that they were not okay with this proposal after it had been approved by
36 the Council. She asked if there was a threshold of support that they would need to get
37 before they would proceed with the Plan B. Mr. Kelly stated that they obviously want to
38 notify the adjacent property owners of the changed event and thinks that activity will be
39 focused in different areas of the event, but there will be significant activity in this area
40 which will not be much different than in past years. He stated that he suspects that this no
41 longer being a BYOB event will significantly change and most likely calm the event a bit.

42 Mr. Dahl stated that to him the feedback is more about what concerns may be and
43 looking at how those concerns can be mitigated.

44 Mayor Mouton stated that the information presented doesn’t really show the
45 Council what the plan is and just shows a lot of delineation of where people will be milling
46 about. She stated that she does not know where anything is actually planned from what

1 has been submitted. Mr. Kelly stated that he knows that they are working to provide a
2 course, most likely, in the Boatworks parking lot, along Grove Lane, in Shaver Park, and
3 potentially at the Depot.

4 Mayor Mouton asked if there would be a golf course located in Shaver Park. Mr.
5 Kelly confirmed that there may be but has not yet seen the final plan, but that is what they
6 have been discussing.

7 Mayor Mouton stated that she felt that typically the City would have this
8 information at the time of the application but acknowledged that there are unusual
9 circumstances this year. Mr. Kelly stated that the City did usually have those details by
10 this point and noted that the City is in the process of modifying the City's Special Event
11 Permit process. He stated that typically they look to have 60 days of review for this type
12 of application. He stated that staff understands that this is a long-standing event and will
13 be the 40th year that it is held, which is very meaningful to the Chamber and for the
14 community. He stated that both he and Police Chief Schultz would like to see more details
15 and expects that those will be provided as soon as they have them. He stated that he feels
16 reasonably comfortable saying that, if the Council approves this, they will get things
17 figured out.

18 Mayor Mouton listed various details that they do not yet have even though the event
19 is just 3 weeks away.

20 Mr. Kelly stated that he truly thinks the City has enough information to make a
21 decision and clarified the areas that they have proposed to work within. He reiterated that
22 if the Chamber is able to pull off this event, he feels comfortable moving forward with this
23 request.

24 Mayor Mouton explained that her big concern was surrounding the dredging project
25 and does not want it impacted or delayed because of this event.

26 Mr. Kelly stated that he agreed and this information has been made clear to the
27 Chamber.

28 Mayor Mouton stated that she did not want any additional expense on behalf of the
29 City for things like staging equipment for the Lakewalk.

30 Mr. Kelly stated that the last few panels of the precast concrete are supposed to set
31 this coming weekend and following that work they will be removing equipment and
32 consolidating other areas where they have stored materials which provides some places
33 within the parking lot for this event.

34 Mayor Mouton expressed concerns about the equipment coming into Shaver Park
35 with the artificial snow because it hasn't been that cold this year. She noted that there are
36 very large, mature trees within the park and would not want large trucks to be driving over
37 the roots and also mentioned the proximity of the loggers cabin and residents. She
38 reiterated that these details have not been articulated in the application and gave the
39 example of 9 holes in this location, 5 holes in this location, as well as the location of the
40 beer tent. Mr. Kelly stated that while he does not currently have that information, he fully
41 expects to have it soon. He stated that the Chamber is working as hard as they can to come
42 up with alternate plans and answers to her questions and explained that the reason that they
43 had asked to be tonight's agenda was to find out if the Council had any taste for an alternate
44 plan because modified plans require Council approval. He stated that their past application
45 which included being on the ice is just not a possibility this year and reiterated that they
46 are working hard to try to come up with some solutions. He stated that even though they

1 do not currently have all the answers, they will have them soon. He explained that the
2 Chamber was trying to make a final decision within the next few days on whether this is a
3 'go' or 'no go' situation.

4 Mr. Dahl stated that because of the unique circumstances, if the Council did not
5 feel comfortable without those final details, and wasn't something that they felt they would
6 work with the Chamber on within a condition of approval, he would recommend denial of
7 their request. He noted that if there were concerns that could be addressed within a
8 condition and they felt comfortable allowing staff to work with the applicant, such as those
9 mentioned surrounding Shaver Park, he thinks the Council can move forward and approve
10 the request. He stated that he would agree that the Council did not have all the information
11 and understands why this is not an ideal situation.

12 Mayor Mouton asked if similar circumstances had arisen over the last 40 years with
13 this event and asked what had happened in the past. Mr. Kelly stated that he believes the
14 event has been cancelled 2 or 3 times in the past and knows that they happened at the very
15 last minute. He stated that in this case they know they will not be able to use the ice and
16 are trying to figure out an alternate solution so the event can continue. He stated that he
17 had tried to include the majority of things that he knew the City would have concerns about
18 within the conditions of approval and noted that the Council can certainly add additional
19 conditions.

20 Mayor Mouton explained that what is in front of her she would consider an
21 incomplete application and if there is additional information that the applicant can provide,
22 it would help her feel comfortable moving forward. She stated that she feels like it is a
23 'big ask' to change everything at the 11th hour that is using City space and City parks. She
24 explained that they also will not know if there had been any damage until spring. She noted
25 that this type of event that is designed to bring in people from outside the City should not,
26 at the end of the day, bear the burden.

27 Ms. Iverson asked about residents near Grove Lane and Shaver Park and if the area
28 would be fenced in order to keep people from going onto their private property. Mr. Kelly
29 stated that could be added as a condition, but do not want to limit resident access to the
30 public park.

31 Ms. Iverson explained that she had concerns about people traveling onto the
32 residential properties and doing things like urinating and tossing their garbage. She stated
33 that if this moves forward she wanted to make sure the residents are protected. She asked
34 if using the Boatworks parking had already been approved. Mr. Kelly stated that he knows
35 that the Chamber has already had conversations with Mr. Born and the restaurants that are
36 active in that building so they are aware of the desire to modify the plans.

37 Mayor Mouton asked about the hours for the event. Mr. Kelly stated that there are
38 3 tee times, which have typically been 10:00 a.m., 12:00 noon, and 2:00 p.m. He explained
39 that because of the uncertainty in the weather over the next few weeks, the applicant is
40 looking to close this area down beginning on Monday, February 5, 2024 in order to get the
41 event set up which is a bigger ask this year because they just do not know what the weather
42 will be. He noted that on the day of the event people will begin showing up about 9:00
43 a.m. and people will leave around 4:00 p.m.

44 Mayor Mouton asked if any alternative sites had been considered. Mr. Kelly stated
45 that they have had conversations with quite a few locations. She asked Becky Pierson,

1 Wayzata Area Chamber of Commerce to answer some of the Council questions related to
2 this event.

3 Becky Pierson, Wayzata Area Chamber of Commerce, reviewed a list of other
4 places that they had considered to help host the event as an alternate location. She
5 explained that one goal is that they have tried to maintain the experience for the event and
6 this year would give them the opportunity to try something different with the thought of
7 future situations if they run into similar weather situations. She explained that what they
8 are presenting is what they believe would be the best option as a Plan B for this event.

9 Mayor Mouton asked why the Wayzata Country Club had said no to their request
10 and if it was related to the frost line. Ms. Pierson stated that they had not gone into detail
11 on why they were not interested.

12 Mayor Mouton asked what response they had gotten from the school. Ms. Pierson
13 explained that because sale of beer and wine has always been such a big part of the event,
14 using the school grounds would not work as an alternate location because that would not
15 be allowed.

16 Mayor Mouton stated that the Council has not received a full plan or layout. Ms.
17 Pierson explained that they have the layout of the potential space that they have asked to
18 use but have not been able to plot the courses specifically yet because they just learned
19 about the dredging situation. She stated that once they know what space they will have
20 access to then they will be able to plot everything out and shared details about what they
21 are planning for courses right now. She explained that their plans for Shaver Park simply
22 include the flat space adjacent to the marina and would not be going into the park itself
23 except for possibly a sponsored tent. She stated that they plan to sprinkle sponsor tents
24 throughout the areas and somehow create a pathway for each course.

25 Mayor Mouton asked about the plan near The Depot. Ms. Pierson stated that it will
26 depend on how much space they have. She explained that their intent is to make it as
27 confined as they can, but want to give all the adjacent spaces as part of their realm of
28 possibilities.

29 Mayor Mouton asked about their plans for the beach. Ms. Pierson stated that they
30 have always utilized the beach during the event and plan to continue to use it perhaps for
31 the warming house and this year, potentially holes. She reiterated that if this is approved
32 tonight, they will meet with their sponsor, Rembrandt Landscaping, who will handle the
33 plowing and work on the details. She stated that they have been out to the land and have
34 indicated that they think it could work in the alternate locations.

35 Mr. Plechash stated that the weather forecast shows temperatures well below zero
36 for about 4 days in the upcoming week and asked if the ice got thick enough from that if
37 they would plan to go back to Plan A. Ms. Pierson stated that if they have ice that is safe,
38 they would certainly consider going back to Plan A.

39 Mr. Plechash asked if the Council was being asked to consider a Plan A or a Plan
40 B tonight. He asked if the Council approved the proposed Plan B, but the weather
41 cooperated enough that the ice was safe if that meant the Chamber would have to come
42 back before the Council for approval of Plan A. Mr. Kelly stated that they would not need
43 to come back for further approval.

44 Mr. Dahl stated that if they can go back to Plan A and there are no major changes,
45 that would be fine and they could have streamlined approval as it has been in the past. He
46 stated that tonight the Council was just being asked to consider Plan B.

1 Ms. Pierson stated that she does not think they would straddle and utilize both Plan
2 A and B because it is an all or nothing kind of approach in terms of the course.

3 Mayor Mouton asked when the Sheriff's office would come out and test the ice and
4 make a determination on whether they would be able to move forward on the lake. Ms.
5 Pierson stated that they have already approved the permit but assumes that once there is
6 enough ice to measure she believes they will begin measuring its safeness. She noted that
7 she believes the City also conducts a lot of ice measuring so they will take information
8 from both sources. She explained that the permit from the Hennepin County Water Patrol
9 is that ice is never safe and there are guidelines of when people can walk or have motorized
10 vehicles on the ice.

11 Mayor Mouton stated that she may have been under the false assumption that the
12 event needed approval from the Sheriff's office in order to move with plans. Ms. Pierson
13 explained that historically they have given them guidelines of what they need, for example,
14 16 inches of ice which was not included in the permit language this time. She stated that
15 when they initially approved the permit it was just water so it was a moot point.

16 Mayor Mouton stated that her brain is spinning over the ludicrous nature of
17 approving a permit for an event that is supposed to take place on ice when they have
18 nothing but open water. Ms. Pierson stated that she understands the confusion and
19 explained that she assumes it is a process for them even if it is approving a winter event
20 when they receive the application in the summertime.

21 Mayor Mouton clarified that she had always been under the assumption and had
22 always been okay with the event, per se, because she believed that the Sheriff's office went
23 out and tested the ice the day before the event and gave their approval for having hundreds
24 of people on the ice. She stated that even though this is not officially a City event, if
25 anything bad happened, the reverberation would be against the City and not the Chamber.
26 She expressed concern that the Sheriff's office has apparently changed how they go about
27 the approval process.

28 Ms. Pierson stated that they have safety recommendations and guidance for people
29 being out on the ice and the expectation is that the Chamber will follow those guidelines
30 for their event. She noted that they are out there alongside them and the City measuring the
31 ice.

32 Mayor Mouton stated that it sounds like ultimately, the responsibility falls on the
33 City because they are approving a permit. She reiterated that she had always been under
34 the false assumption that the ultimate say was the Sheriff's office in terms of safe ice and
35 what she had heard tonight is very scary for her because they have already approved
36 something that is not feasible.

37 Mr. Kelly stated that the City has no jurisdiction over Lake Minnetonka so for an
38 event on the lake, the City does not have jurisdiction to approve what occurs on the lake.
39 He stated that what they are being asked to approve as part of the Special Event Permit,
40 even in its original form, is the location of the tent and activities on City property. He
41 noted that he could state with certainty that there is direct communication with the Sheriff's
42 office to measure the ice and acknowledged that the City also measures the ice.

43 Mayor Mouton asked how many inches Mr. Kelly felt was a safe thickness given
44 the activities that are proposed. Mr. Kelly stated that he is not an expert and tries to follow
45 the guidelines that have been provided by the various agencies. He explained that he
46 believes the least amount of ice one year was 16 inches and it was a smaller, consolidated

1 event that year but still took place on the ice. He stated that does not believe that they
2 allowed larger vehicles to drive on the ice.

3 Mayor Mouton asked how much ice was on the lake today. Mr. Kelly stated that
4 he would estimate the thickness to be somewhere between zero and one inch.

5 Mayor Mouton stated that information tells her that there will not be a Plan A. She
6 asked for Council feedback on what has been presented in Plan B.

7 Mr. Parkhill stated that he is usually a 'show must go on' kind of guy, but he does
8 not have a vision for Plan B with what has been presented. He stated that he would love
9 to see more details and was glad to hear Ms. Pierson clarify that Shaver Park was off limits
10 for driving. He noted that he did not think it was going to be very feasible in Depot Park
11 either. He stated that he would hate to have the volunteer landscaper have to come back in
12 the spring and patch all kinds of areas and also noted that potential risk to the trees. He
13 explained that he wants to support the Chamber and would like them to be able to hold the
14 event, but he does not really have a vision for it based on what has been presented. He
15 stated that he has never attended the Chilly Open and if there is approval from all the other
16 entities, he did not want to be the one that says they cannot try to pull this off, but reiterated
17 that he just does not have a vision for it right now.

18 Ms. Pierson stated that if they are going to continue to move forward, they need
19 approval tonight from the Council. She acknowledged that they recognize that they still
20 have a lot of work to do with their plans. She stated that even if the City approves this
21 tonight, the Chamber may end up making a decision in the next few days that they just do
22 not feel it can move forward when all is said and done.

23 Mr. Parkhill stated that he has gotten an indication that RBA is not on board with
24 Plan B.

25 Ms. Pierson explained that she was not sure if they have all connected but knows
26 that they had sent a note to Rick Born and he had responded that it was okay with him but
27 that they needed to get approval from the restaurants and believes that they have been in
28 discussions with them.

29 Mr. Parkhill noted that his thought at this point is that they will have to take it day
30 by day and see if they can pull it off.

31 Mayor Mouton asked about valet parking and people who may be trying to get to
32 6Smith. Ms. Pierson clarified that was part of the plan that they need to work on with
33 Angel and have assured him that they will try to do whatever they can to minimize the
34 impact.

35 Ms. Iverson stated that she agreed with Mayor Mouton that there was just not
36 enough information presented tonight and asked when the next City Council meeting
37 would be held.

38 Mayor Mouton answered that it would be held January 23, 2024 which would be
39 about 2.5 weeks prior to the event.

40 Ms. Iverson suggested that they bring back more detailed information to the
41 Council at their next meeting. Ms. Pierson stated that they would certainly have more
42 information in 2 weeks, but explained that they would not be in the position to hold off on
43 a decision for another 2 weeks. She stated that they have committed to providing an update
44 on the event by tomorrow and explained that if they do not receive approval tonight to
45 move ahead, they will cancel the event.

1 Ms. Iverson suggested Lake Street and the possibility of closing it down for the
2 event. Ms. Pierson stated that they had considered Lake Street but because of the impact
3 to the community and changing the feel of the event, they chose not to move forward with
4 this as a possible relocation for a Plan B.

5 Ms. Iverson stated that if they could find hard surface to bring in snow that would
6 be a better situation. She stated that with everything going on the Shaver Park this proposal
7 is not the ideal situation.

8 Mr. Plechash stated that he agreed with what had already been shared and also
9 wishes that there were detailed plans for them to consider. He stated that he did not think
10 there was enough presented for him to say that he is comfortable with it, which he finds
11 tragic because the City is nationally known for this event. He explained that with such
12 limited information and the potential impact to the community, he cannot support it right
13 now.

14 Ms. MacDonald stated that she thought it sounded like there had been great
15 communication and collaboration between the City and the Chamber. She stated that her
16 thought had been to just shut things off at one of the access dredging points and skip Shaver
17 Park. She stated that she was ready to throw her faith in and support this request because
18 there has been great communication and a great track record from past events.

19 Mayor Mouton stated that she feels that more documentation could have been
20 provided to the Council. She explained that she was disappointed with the lack of
21 information because that would have at least given them an option to consider. She noted
22 that she liked the conditions proposed by Mr. Kelly. She stated that this event is unlike
23 any other in the State or Country so she wants the City to do what they can to help support
24 that, so she is ready to look to Mr. Kelly and Police Chief Schultz to say that the plan can
25 be figured out. She stated that she would be okay with this Plan B, but with one major
26 additional condition, that there be no use of Shaver Park.

27 Mr. Kelly stated that he knows the Chamber has been working hard and they will
28 also need to make a hard decision in a few days as to whether or not they will be able to
29 pull this event off. He explained that he and Chief Schultz are willing to give them a few
30 days to figure out if they can make this work and if they present the City with a plan that
31 they do not think will work, that is absolutely what they will say to them. He stated that
32 he agreed with the Council sentiment that it would be unfortunate not to hold this event
33 and feels they at least need to try to make it work.

34 Mayor Mouton stated that she also sees this as having the potential to be a tool in
35 their toolbox that they have a Plan B in place ahead of time.

36 Ms. Iverson stated that she could also support the proposal presented by Mayor
37 Mouton and liked the staff sentiment of giving the Chamber a fighting chance to attempt
38 Plan B.

39 Mr. Parkhill and Mr. Plechash stated that they also agreed.

40
41 Mayor Mouton asked for a motion on the special event permit. Ms. Iverson made a motion,
42 seconded by Ms. MacDonald, to Approve Special Event Permit for Amended Chilly Open
43 Event by the Greater Wayzata Area Chamber of Commerce, with the conditions as outlined
44 in the staff report and with the restrictions on use of Shaver Park as discussed. The motion
45 carried 5/0.

1 Mayor Mouton suggested another agenda amendment due to the time to move item
2 Resolution 01-2024 regarding designation of appointments to be next and asked for a
3 motion. Mr. Plechash made a motion, seconded by Ms. MacDonald to move the agenda
4 item regarding Considering Adoption of Resolution 01-2024 Designating Appointments
5 and Assignments for 2024 to be the next item on the meeting agenda. The motion carried
6 5/0.

7
8 **d. Consider Adoption of Resolution 01-2024 Designating Appointments and**
9 **Assignments for 2024**

10 Mr. Dahl explained that this approval is done annually for the various appointments and
11 assignments throughout the City. He highlighted a few of the positions where updates were
12 necessary and recommendations from staff including: LMCD – Matt Thompson and
13 switching representation to the Panoway District Committee – Councilmember Parkhill
14 and Councilmember MacDonald.

15 Mayor Mouton asked if the Zoning Task Force was still in place. Community
16 Development Director Goellner explained that she had been close to dissolving it but would
17 like them to work on the PUD section of the Code in 2024.

18 Mr. Dahl stated that it is a similar situation with the Section Foreman House and
19 will depend on whether or not they get bonding dollars on whether they move forward to
20 construction documents.

21
22 Mayor Mouton read aloud the proposed appointments and assignments and Mouton asked
23 for a motion. Ms. MacDonald made a motion, seconded by Ms. Iverson, to Adopt
24 Resolution 01-2024 Designated Appointments and Assignments for 2024, as outlined
25 including Matt Thompson to the LMCD Board of Directors and the change to
26 Councilmembers Parkhill and MacDonald on the Panoway District Committee.

27
28 Mayor Mouton expressed appreciation to the Council and other individuals who have
29 agreed to serve in this capacity.

30
31 The motion carried 5/0.

32
33 Matt Thompson, Executive Director of Wayzata Sailing, 2107 Washburn Avenue N,
34 Minneapolis, explained that he considers himself a proud member of the Wayzata
35 community. He stated that he wanted to take a moment to reiterate his comments from his
36 interview that he is proud that Wayzata's governing body recognizes the volunteers and
37 people who care about the community who may not be residents. He stated that he is proud
38 to be able to give back to this lake and this community and be able to feel like a neighbor
39 even if he just works in the City.

40 Mayor Mouton stated that Mr. Thompson works in the City in a very large way and
41 has been a committed member of the community whether he physically lives here or not.
42 She stated that because he understands the lake and its issues he will be well positioned to
43 represent the City on the LMCD.
44

e. Consider Approval of Professional Services Agreement Amendment for Design Development for the Klapprich Park Warming House and Bell Courts Cabana with WSB and HCM Architects

Parks and Environment Planner Kieser reviewed the proposed contract and design plans for site improvements to the warming house and Bell Courts Cabana at Klapprich Park. He explained that the goal is to bring the concept plans to the design phase which means approving the contract and moving forward with Phase 1 which is design development and detailed cost estimates which would then be brought back to the Council for consideration of moving onto the next phase.

Mayor Mouton stated that the City is looking at a Master Plan or redesign of Klapprich Park which included the warming house and asked if this was the same designer that had worked on the Master Plan. Mr. Kieser stated that they are not working with the same individuals who put together the Master Plan in 2019 and are now working with WSB and they are who recommended HCM and have been working alongside each other in making the concept plans and would continue to do so.

Ms. MacDonald asked if the City was weighing in on the concepts and noted that she had a few questions about the cabana space that appears different than what was seen at the Parks and Trails Board. Mr. Kieser explained that for the design development stage the plans will come back to the Council once they are reviewed by the Parks and Trails Board. He stated that he is hopeful that the Council will be able to review all of the plans at the same time. He noted that the Parks and Trails Board had already given some feedback on potential changes to the concept plans and will be incorporated into the design development plans.

Mr. Parkhill requested that they get a wood burning fireplace back again.

Mr. Kieser confirmed that has been discussed and will bring more information back to the Council for consideration.

Mayor Mouton asked for a motion. Mr. Parkhill made a motion, seconded by Mr. Plechash, to Approve the Professional Services Agreement for Design Development for the Klapprich Park Warming House and Bell Courts Cabana with HCM Architects. The motion carried 5/0.

f. Consider Approval of 2024 Legislative Priorities

Mr. Dahl stated that this is another item that he likes to have the Council take a look at on an annual basis to ensure alignment with the City's overall priorities and gave an overview of the proposed 2024 draft legislative priorities.

Ms. Goellner touched on the potential legislative updates related to cannabis and explained that they would just like to generally advocate for more clarity surrounding this issue.

Mayor Mouton stated that her understanding, relating to cannabis, was that the City was not asking for anything specific to Wayzata, but were advocating for more information and clarity so the City can make decisions on how to best serve Wayzata residents.

Mayor Mouton asked for a motion. Ms. MacDonald made a motion, seconded by Mr. Parkhill, to Approve the 2024 Legislative Priorities as presented. The motion carried 5/0.

g. Consider Adoption of Resolution 02-2024 Appointing Parks & Trails Board Member

Mr. Dahl explained that when the Council had acted on the appointments for Boards and Commission in December of 2023, there were still vacancies on the Parks & Trails Board that they had not received applications for. He stated that throughout the interview process for the Planning Commission, they discovered that there were applicants that may be interested in serving on the Parks & Trails Board. He stated that staff is hoping to recommend another appointment for the remaining vacancy at the next City Council meeting.

Mayor Mouton asked for a motion on the draft resolution. Ms. Iverson made a motion, seconded by Ms. MacDonald, to Adopt Resolution No. 02-2024 Appointing Parks & Trails Board Member JP Yorro. The motion carried 5/0.

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

a. Upcoming Events/Announcements

- Wish the City Council a Happy New Year and noted that he and his staff looked forward to working with them in 2024

b. Council Member Updates/Announcements

Mayor Mouton reminded the Council that the meeting schedule for January is a bit different than usual and the next meeting would be held on January 23, 2024. She explained that she would not be present for that meeting.

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. Iverson to adjourn. Mayor Mouton adjourned the meeting at 11:48 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: January 23, 2024	AGENDA ITEM: 7.b
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks and Electronic Fund Transfers (EFT's) for December 2023 and January 2024	
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:

Not Applicable.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Not Applicable.

BACKGROUND:

Not Applicable.

ATTACHMENTS:

1. Check list
2. EFT list

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 00000 ALL DEPARTMENTS							
101-00000-20300	DEPOSITS PAYABLE	BOLANDER	STREET CUT DEPOSIT R	2023-00499	01/11/2024	1,249.00	130642
101-00000-20300	DEPOSITS PAYABLE	BOLANDER	STREET CUT DEPOSIT R	2023-00501	01/11/2024	1,249.00	130642
101-00000-20300	DEPOSITS PAYABLE	DSM EXCAVATING COMPANY,	STREET CUT DEPOSIT R	2023-00952	01/11/2024	1,249.00	130660
101-00000-20300	DEPOSITS PAYABLE-LONG LAKE CHARGE	HENN.CNTY.ACCTG.SERVICE	PRISONER PROCESSING	1000216876	01/17/2024	1,390.07	130740
101-00000-20300	DEPOSITS PAYABLE	HENNEPIN COUNTY WARRANT	CASH BAIL	24400506	01/11/2024	50.00	130670
101-00000-20300	DEPOSITS PAYABLE	SAINT CROIX SEWER SERVI	STREET CUT DEPOSIT R	2023-00442	01/11/2024	1,249.00	130700
101-00000-20300	DEPOSITS PAYABLE	ZEHNDER HOMES INC	STREET CUT DEPOSIT R	2023-00588	01/11/2024	1,249.00	130712
101-00000-21715	LIFE INS.	MN NCPERS LIFE INSURANC	LIFE INS - JAN 2024	830800012024	01/03/2024	16.00	130578
101-00000-21721	FLEX PLAN	HEIDER, NICK	DEPENDENT CARE	1/1-1/20/2024	01/11/2024	432.00	130667
101-00000-21721	FLEX PLAN	SCHRUPP, WYATT	DEPENDENT CARE REIMB	01022024	01/17/2024	743.30	130770
101-00000-34190	CHARGES FOR SERVICES/GEN GOV T	SAINT CROIX SEWER SERVI	STREET CUT DEPOSIT R	2023-00442	01/11/2024	(512.00)	130700
Total Department 00000 ALL DEPARTMENTS						8,364.37	
Department: 41100 Mayor and Council							
101-41100-00302	MTG.MINUTES	TIME SAVER	MTG MINUTES	M28867	01/17/2024	167.00	130777
101-41100-00302	MTG.MINUTES	TIME SAVER	MTG MINUTES	M28834	01/11/2024	159.00	130703
101-41100-00331	MILEAGE & EXPENSE ACCOUNT	BANK OF AMERICA	FD	12292023	01/17/2024	89.98	130716
101-41100-00433	DUES, LICENSING & SEMINARS	LEAGUE OF MN.CITIES	A PLECHASH ELECTED L	397980	01/11/2024	350.00	130675
101-41100-00493	WAYZ.BAR - VOLUNTEER DINNER	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	4,000.00	130736
101-41100-00499	MISCELLANEOUS	SIGNS NOW	PARKHILL NAME BADGE	I-39779	01/17/2024	45.00	130772
Total Department 41100 Mayor and Council						4,810.98	
Department: 41500 Administration & Finance							
101-41500-00200	OFFICE SUPPLIES (GENERAL)	AMAZON CAPITAL SERVICES	ELECTION SUPPLIES	1X3W-Q39M-KFXG	01/17/2024	89.50	130713
101-41500-00200	SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	34716087001	12/29/2023	191.35	130615
101-41500-00304		BEST & FLANAGAN	CITY COUNCIL MTGS	609087 COUNCIL	01/17/2024	2,437.50	130718
101-41500-00304		BEST & FLANAGAN	ORDINANCES	609087 ORDINANCES	01/17/2024	687.50	130718
101-41500-00304		BEST & FLANAGAN	POLICE DEPARTMENT	609087 PD	01/17/2024	1,625.00	130718
101-41500-00304		BEST & FLANAGAN	CITY CONTRACTS	609087 CONTRACTS	01/17/2024	3,187.50	130718
101-41500-00304		BEST & FLANAGAN	GENERAL LEGAL	609087 GENERAL	01/17/2024	1,125.00	130718
101-41500-00304		BEST & FLANAGAN	CANNABIS	609087 CANNABIS	01/17/2024	500.00	130718
101-41500-00304	LEGAL FEES	JEFFREY W. LAMBERT, P.A	AUDIT CONFIRMATION	01042024	01/11/2024	300.00	130671
101-41500-00304	HR - LEGAL FEES	MADDEN, GALANTER, HANSE	LABOR RELATIONS SERV	12 2023	01/11/2024	580.50	130680
101-41500-00306	HY-VEE - RADERMACHER RETIREMENT	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	361.07	130736
101-41500-00306	COSTCO - RADERMACHER RETIREMENT	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	83.71	130736
101-41500-00306	J DAHL - WAYZ WINE GFT FOR RADERM	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	50.00	130736
101-41500-00306	TARGET - RADERMACHER RETIREMENT G	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	530.00	130736
101-41500-00306	HARRY & DAVID - A MONTAGUE HOSPIT	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	70.97	130736
101-41500-00311	DATA PROCESSING	LOFFLER COMPANIES, INC.	NETWORK SUPPORT	4572698	01/11/2024	5,271.00	130679
101-41500-00331	J DAHL - CARIBOU COFFEE - MTG	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	8.10	130736
101-41500-00331	J DAHL - WAYZ BAR - MTG	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	50.81	130736
101-41500-00331	J DAHL - WAYZ.BAR - MTG	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	71.32	130736
101-41500-00331	J DAHL - CRISP & GREEN - MTG W/MA	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	41.08	130736
101-41500-00331	J DAHL - PMD PARK ST.PAUL - PARKI	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	4.25	130736
101-41500-00350	PRINTING & PUBLISHING	ECM PUBLISHERS, INC.	2024 BUDGET SUMMARY	980032	01/11/2024	152.50	130661
101-41500-00404	REPAIRS/MAINT - MACHIN/EQUIP	HENN.CNTY.ELECTIONS	ELECTION MACHINE MAI	MAINT24	01/11/2024	705.52	130668
101-41500-00404	REPAIRS/MAINT - MACHIN/EQUIP	MARCO	JAN 2024 COPIER MAIN	11984698	01/11/2024	908.64	130683
101-41500-00404	REPAIRS/MAINT - MACHIN/EQUIP	METRO SALES INC.	RICOH COPIER MAINT	2429604	01/11/2024	73.20	130686
101-41500-00433	DUES, LICENSING & SEMINARS	AMERICAN SOCIETY OF COM	2024 LICENSE FEE	12 20 2023	01/03/2024	25.00	130571
101-41500-00433	DUES, LICENSING & SEMINARS	CIVICPLUS	2024 ANNUAL SUPPORT	288028	01/11/2024	7,424.07	130652

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 41500 Administration & Finance							
101-41500-00433	J DAHL - STAR TRIBUE SUBSCRIPTION	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	62.27	130736
101-41500-00433	DROPBOX SUBSCRIPTION	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	11.99	130736
101-41500-00433	ADOBE - SUBSCRIPTION RENEWAL	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	10.84	130736
101-41500-00433	DUES, LICENSING & SEMINARS	MAMA	J DAHL 2024 MEMBERSH	2024	01/03/2024	45.00	130576
101-41500-00433	Dues, Licensing & Seminars	METRO CITIES	2024 DUES	1786	01/17/2024	2,088.00	130756
101-41500-00433	DUES, LICENSING & SEMINARS	WAYZATA CHAMBER OF COMM	2024 MEMBERSHIP DUES	1033358	01/11/2024	500.00	130709
101-41500-00499	FIRE EXTINGUISHER TESTING	DEHMER FIRE PROTECTION	CITY HALL SERVICE	4694	01/17/2024	46.50	130732
101-41500-00499	J DAHL - WAYZ WINE - GFTS FOR CLE	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	50.00	130736
101-41500-00499	LUNDS - CITY HALL SUPPLIES	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	15.08	130736
Total Department 41500 Administration & Finance						29,384.77	
Department: 41910 Community Development							
101-41910-00210	E GOELLNER - STAPLES - SUPPLIES	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	17.34	130736
101-41910-00433	E GOELLNER - ELLIE ROSCHER - TRAI	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	60.00	130736
101-41910-00433	E GOELLNER - INTEGRIS - DUES	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	132.00	130736
101-41910-00433	E GOELLNER - ECONOMIC DEV. TRAINI	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	300.00	130736
101-41910-00491	N KIESER - WAYZ BAR - EE COMM MTG	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	233.97	130736
Total Department 41910 Community Development						743.31	
Department: 41940 Building Operations & Maint.							
101-41940-00210	OPERATING SUPPLIES (GENERAL)	CINTAS - OHIO	CITY HALL SUPPLIES	8406593561	01/17/2024	30.40	130726
101-41940-00210	Operating Supplies (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES - BLDG	018882	01/17/2024	3.47	130738
101-41940-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES - BLDG	018780	01/11/2024	3.56	130665
101-41940-00210	OPERATING SUPPLIES (GENERAL)	INNOVATIVE OFFICE SOLUT	BLDG.SUPPLIES	4428273	01/17/2024	72.26	130743
101-41940-00321	Telephone	AT&T - FIRSTNET	PW PHONES	287298458522x010324	01/17/2024	388.11	130715
101-41940-00321	SERVICE	MEDIACOM	DEPOT SERVICE	01082024	01/11/2024	50.01	130684
101-41940-00321	ANNUAL CONTRACT	POPP TELECOM	ANNUAL CONTRACT	170938	01/03/2024	2,181.60	130580
101-41940-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	12312023	01/11/2024	2,309.42	130648
101-41940-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	12312023	01/11/2024	367.71	130648
101-41940-00386	CH/PW	REPUBLIC SERVICES	SOLID WASTE & RECYCL	12/31/2023	01/11/2024	1,269.62	130699
101-41940-00409	FIRE EXTINGUISHER TESTING	DEHMER FIRE PROTECTION	PW SERVICE	4692	01/17/2024	1,036.10	130732
101-41940-00499	SUPPLIES	CULLIGAN-BOTTLED WATER	BLDG.SUPPLIES	114-10039014-4	202 01/11/2024	22.90	130655
Total Department 41940 Building Operations & Maint.						7,735.16	
Department: 42100 Police							
101-42100-00200	Office Supplies (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES - PD	018794	01/11/2024	16.99	130665
101-42100-00210	M SCHULTZ - OPTICSPLANET - PD SUP	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	86.79	130736
101-42100-00215	K-9 SUPPLIES	AMAZON CAPITAL SERVICES	DOG FOOD	116W-QXC3-GCW7	01/11/2024	86.98	130636
101-42100-00240	MECHANIC COMPUTER DIAGNOSIS	ALLDATA	VEHICLE MAINT SOFTWA	100669416-2024	01/11/2024	300.00	130635
101-42100-00309	Contractual Services	LEADS ONLINE	PD 2024 SERVICE PACK	408580	01/11/2024	2,329.00	130673
101-42100-00309	Contractual Services	LEAGUE OF MN.CITIES	PD TRAINING	397958	01/11/2024	1,440.00	130676
101-42100-00309	Contractual Services	LOFFLER COMPANIES, INC.	PD CONTRACTED SUPPOR	4573100	01/11/2024	828.00	130679
101-42100-00309	Contractual Services	TRANSUNION RISK AND ALT	PD SERVICE	5591851-202312-1	01/11/2024	110.00	130704
101-42100-00309	Contractual Services	TRI-COUNTY LAW ENFORCEM	PD ANNUAL DUES	2024	01/11/2024	90.00	130705
101-42100-00323	Radio Units	AT&T - FIRSTNET	PD CELL PHONE SERVIC	287284904965x010320	01/11/2024	1,694.26	130638
101-42100-00323	PD RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	PD RADIO SERVICE	1000217133	01/17/2024	1,234.15	130741
101-42100-00404	Repairs/Maint - Machin/Equip	WAYZATA CHEVROLET	SQUAD REPAIR	889398	01/17/2024	3,166.59	130785
101-42100-00433	M SCHULTZ - IACP - DUES	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	190.00	130736
101-42100-00433	Dues, Licensing & Seminars	MN CHIEFS OF POLICE ASS	2024 DUES	15089	01/11/2024	376.00	130690
101-42100-00499	FIRE EXTINGUISHER TESTING	DEHMER FIRE PROTECTION	PD SERVICE	4695	01/17/2024	492.55	130732

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 42100 Police							
Total Department 42100 Police						12,441.31	
Department: 42120 Crime Control and Investigate							
101-42120-00308	PRISONER PROCESSING	HENN.CNTY.ACCTG.SERVICE	PRISONER PROCESSING	1000216876	01/17/2024	5,256.50	130740
Total Department 42120 Crime Control and Investigate						5,256.50	
Department: 42200 Fire							
101-42200-00210	Operating Supplies (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES - FD	018742	01/11/2024	51.54	130665
101-42200-00210	Operating Supplies (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES - FD	018916	01/17/2024	6.99	130738
101-42200-00217	Uniforms	ASPEN MILLS	FD UNIFORMS	325642	01/11/2024	634.65	130637
101-42200-00217	Uniforms	ASPEN MILLS	FD UNIFORMS	325644	01/11/2024	183.80	130637
101-42200-00217	Uniforms	ASPEN MILLS	FD UNIFORMS	325643	01/11/2024	634.65	130637
101-42200-00217	Uniforms	ASPEN MILLS	FD UNIFORMS	325641	01/11/2024	1,336.00	130637
101-42200-00217	Uniforms	ASPEN MILLS	FD UNIFORMS	325645	01/11/2024	634.65	130637
101-42200-00217	Uniforms	ASPEN MILLS	FD UNIFORMS	325646	01/11/2024	284.20	130637
101-42200-00217	Uniforms	FIRE EQUIPMENT SPECIALT	FD UNIFORMS	21033	01/11/2024	4,538.00	130663
101-42200-00240	SMALL TOOLS AND MINOR EQUIP	BANK OF AMERICA	FD	12292023	01/17/2024	564.33	130716
101-42200-00306	Personnel Expense	MED COMPASS	FD EXAMS	44703	01/17/2024	175.00	130755
101-42200-00323	RADIO UNITS	AT&T - FIRSTNET	FD CELL SERVICE	287294110445X010320	01/11/2024	357.07	130639
101-42200-00323	FD RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	FD RADIO SERVICE	1000217197	01/17/2024	1,869.48	130741
101-42200-00381	SERVICE	XCEL ENERGY	SERVICE	12312023	01/11/2024	819.76	130711
101-42200-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	12312023	01/11/2024	852.05	130648
101-42200-00404	Repairs/Maint - Machin/Equip	MN BATTERY LLC	FD SUPPLIES	29744	01/17/2024	109.75	130760
101-42200-00433	DUES, LICENSING & SEMINARS	BANK OF AMERICA	FD	12292023	01/17/2024	240.00	130716
101-42200-00433	Dues, Licensing & Seminars	MN STATE FIRE CHIEFS AS	FD DUES	7003	01/11/2024	400.00	130691
101-42200-00433	Dues, Licensing & Seminars	MN STATE FIRE DEPT.ASSO	2024 DUES	2024	01/11/2024	290.00	130692
101-42200-00499	FIRE EXTINGUISHER TESTING	DEHMER FIRE PROTECTION	FD SERVICE	4691	01/17/2024	349.25	130732
101-42200-00499	Miscellaneous	VIKING TROPIES, INC.	FD RETIREMENT CLOCK	17451	01/17/2024	195.20	130783
Total Department 42200 Fire						14,526.37	
Department: 42400 Building Inspection							
101-42400-00433	BLDG.DEPT - PERMIT WORKS HOSTING/	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	79.99	130736
101-42400-00433	E GOELLNER - INTEGRIS - DUES	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	132.00	130736
101-42400-00433	J WAGNER - INTL CODE COUNCIL - DU	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	39.00	130736
101-42400-00433	J WAGNER - INTL CODE COUNCIL - TR	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	1,396.79	130736
101-42400-00433	J WAGNER - WP AMBOMN - DUES	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	125.00	130736
Total Department 42400 Building Inspection						1,772.78	
Department: 42500 Emergency Management							
101-42500-00433	Dues, Licensing & Seminars	LAKE MINNETONKA SWAT	PD DUES	2024	01/17/2024	4,800.00	130748
Total Department 42500 Emergency Management						4,800.00	
Department: 43100 Streets							
101-43100-00210	OPERATING SUPPLIES (GENERAL)	NAPA AUTO PARTS-LONG LA	SUPPLIES - STREETS	582724	01/11/2024	36.37	130694
101-43100-00210	OPERATING SUPPLIES (GENERAL)	NAPA AUTO PARTS-LONG LA	SUPPLIES - STREETS	583535	01/11/2024	23.80	130694
101-43100-00210	OPERATING SUPPLIES (GENERAL)	NAPA AUTO PARTS-LONG LA	SUPPLIES - STREETS	589330	01/11/2024	71.40	130694
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	BOYER TRUCK PARTS	TRUCK REPAIR - STREE	091P3028	01/17/2024	39.67	130720
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	H&L MESABI	TRUCK PARTS	12986	01/17/2024	1,232.00	130739
101-43100-00226	SMARTSIGN - TRAFFIC SIGN	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	1,448.07	130736
101-43100-00240	MECHANIC COMPUTER DIAGNOSIS	ALLDATA	VEHICLE MAINT SOFTWA	100669416-2024	01/11/2024	300.00	130635
101-43100-00240	Small Tools and Minor Equip	GRAINGER, INC.	PARTS	9951866707	01/11/2024	122.58	130666

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 43100 Streets							
101-43100-00240	SMALL TOOLS AND MINOR EQUIP	GRAINGER, INC.	PARTS	9951866715	01/11/2024	112.98	130666
101-43100-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000217189	01/11/2024	318.88	130669
101-43100-00433	DUES, LICENSING & SEMINARS	LEAGUE OF MN.CITIES	2024 STORMWATER COAL	397656	01/11/2024	182.50	130677
Total Department 43100 Streets						3,888.25	
Department: 43200 Health Inspections							
101-43200-00309	CONTRACTUAL SERVICES	MINNETONKA, CITY OF	HEALTH INSPECTIONS J	011624	01/17/2024	14,850.00	130759
Total Department 43200 Health Inspections						14,850.00	
Department: 43300 Engineering							
101-43300-00433	M KELLY - MN EROSION DUES	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	210.00	130736
101-43300-00433	M KELLY - FUSION LEARNING - JEN C	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	100.00	130736
101-43300-00433	M KELLY - FUSION LEARNING - JEN C	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	520.00	130736
Total Department 43300 Engineering						830.00	
Department: 45200 Parks							
101-45200-00210	Operating Supplies (GENERAL)	GALLAGHER, TIM	SUPPLIES - PARKS	01-08-2024	01/11/2024	73.78	130664
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GALLAGHER, TIM	SUPPLIES - PARKS	01-15-2024	01/17/2024	98.18	130737
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES - PARKS	018770	01/11/2024	38.85	130665
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES - PARKS	018781	01/11/2024	26.07	130665
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES - PARKS	018924	01/17/2024	15.99	130738
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES - PARKS	018925	01/17/2024	81.92	130738
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GRAINGER, INC.	SUPPLIES	9948912580	01/11/2024	6.78	130666
101-45200-00210	OPERATING SUPPLIES (GENERAL)	HOME DEPOT	PARKS SUPPLIES	12212023	12/29/2023	77.40	130603
101-45200-00210	OPERATING SUPPLIES (GENERAL)	INNOVATIVE OFFICE SOLUT	PW SUPPLIES	IN4429996	01/17/2024	72.26	130743
101-45200-00210	OPERATING SUPPLIES (GENERAL)	MENARD'S	SUPPLIES	12182023	01/11/2024	16.21	130685
101-45200-00210	OPERATING SUPPLIES (GENERAL)	MINNETONKA GOPHER ACE H	SUPPLIES - PARKS	2541	01/17/2024	40.96	130758
101-45200-00210	Operating Supplies (GENERAL)	ZERO WASTE USA	DOG WASTE BAGS	583151	01/17/2024	449.97	130791
101-45200-00240	MECHANIC COMPUTER DIAGNOSIS	ALLDATA	VEHICLE MAINT SOFTWA	100669416-2024	01/11/2024	300.00	130635
101-45200-00240	AMAZON - TOOLS FOR PARKS	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	199.75	130736
101-45200-00240	AMAZON - TOOLS FOR PARKS	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	356.89	130736
101-45200-00240	SMALL TOOLS AND MINOR EQUIP	GRAINGER, INC.	PARTS	9948912564	01/11/2024	302.72	130666
101-45200-00240	SMALL TOOLS AND MINOR EQUIP	GRAINGER, INC.	PARTS	9948912572	01/11/2024	1,048.28	130666
101-45200-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000217189	01/11/2024	306.02	130669
101-45200-00415	DEPOT BIFFS	LRS PORTABLE OF MINNESO	DEPOT SERVICE	MP243036	01/17/2024	250.00	130752
101-45200-00433	DUES, LICENSING & SEMINARS	LEAGUE OF MN.CITIES	2024 STORMWATER COAL	397656	01/11/2024	182.50	130677
101-45200-00433	DUES, LICENSING & SEMINARS	MINNESOTA SHADE TREE SH	BENNETT, KURT K, JOR	MARCH12-13	01/11/2024	1,150.00	130688
101-45200-00437	LEVY PAYMENT	LMCD	1ST QTR 2024 DUES	2024Q1WAYZ	01/11/2024	7,730.25	130678
Total Department 45200 Parks						12,824.78	
Department: 45203 Boulevard Maint. And lighting							
101-45203-00381	SERVICE	XCEL ENERGY	SERVICE	12312023	01/11/2024	5,900.68	130711
101-45203-00381	SERVICE	XCEL ENERGY	SERVICE	859645286	01/17/2024	4,822.76	130789
101-45203-00406	AMAZON - BLVD LIGHTS/SUPPLIES	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	35.88	130736
Total Department 45203 Boulevard Maint. And lighting						10,759.32	
Department: 49200 Miscellaneous Allocations							
101-49200-00212	MOTOR FUELS	MANSFIELD OIL COMPANY	FUEL	24968876	01/11/2024	1,462.51	130682
101-49200-00212	FUEL	MANSFIELD OIL COMPANY	FUEL	24937894	12/29/2023	1,787.29	130609
101-49200-00322	POSTAGE	PURCHASE POWER	DEC 2023 POSTAGE	01122024	01/17/2024	1,020.99	130769
101-49200-00361	GENERAL LIABILITY INS	LEAGUE OF MN CITIES INS	2024 PROPERTY/CASUAL	40004117 2024	01/11/2024	225,447.00	130674

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 49200 Miscellaneous Allocations							
Total Department 49200 Miscellaneous Allocations						229,717.79	
Total Fund 101 GENERAL FUND						362,705.69	
Fund: 233 LAKEFRONT IMPROVE							
Department: 40000 General Department							
233-40000-00302-2013-2	CONSULTANTS	LOCKRIDGE GRINDAL NAUEN	LOBBYIST	40053	01/17/2024	3,333.33	130750
233-40000-00302-2022-1	PANOWAY BOARDWALK - CM	KRAUS-ANDERSON CONSTRUC	PANOWAY BOARDWALK	61865	01/11/2024	50,398.36	130672
233-40000-00302-2022-4	PANOWAY TESTING	BRAUN INTERTEC	PANOWAY BOARDWALK TE	B372281	01/17/2024	17,479.50	130722
233-40000-00304	LEGAL FEES	BEST & FLANAGAN	PANOWAY	609087 PANOWAY	01/17/2024	4,925.25	130718
233-40000-00309-2022-4	CONTRACTUAL SERVICES	CONSTRUCTION SYSTEMS, I	PANOWAY BOARDWALK	4	01/17/2024	122,583.82	130729
233-40000-00309-2022-4	PANOWAY BOARDWALK	ZENITH TECH INC	PANOWAY BOARDWALK	4	01/17/2024	744,420.00	130790
Total Department 40000 General Department						943,140.26	
Total Fund 233 LAKEFRONT IMPROVE						943,140.26	
Fund: 235 CABLE TV							
Department: 40000 General Department							
235-40000-00433	O LASKEY - 2CMA - MEMBERSHIP	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	400.00	130736
Total Department 40000 General Department						400.00	
Total Fund 235 CABLE TV						400.00	
Fund: 305 DOWNTOWN TIF DISTRICT 6							
Department: 40000 General Department							
305-40000-00302	Consultants	EHLERS	PAYGO CALCULATIONS	96362	01/17/2024	240.00	130735
Total Department 40000 General Department						240.00	
Total Fund 305 DOWNTOWN TIF DISTRICT 6						240.00	
Fund: 307 WAYZ.BLVD/SUPERIOR REALIGNMENT							
Department: 40000 General Department							
307-40000-00601	DEBT SRV BOND PRINCIPAL	BOND TRUST SERVICES COR	WAYZ. BLVD/SUPERIOR	946796YK9 2024	01/11/2024	190,000.00	130643
307-40000-00611	BOND INTEREST	BOND TRUST SERVICES COR	WAYZ. BLVD/SUPERIOR	946796YK9 2024	01/11/2024	21,675.00	130643
307-40000-00621	FISCAL AGENT S FEES	BOND TRUST SERVICES COR	PAYING AGENT FEE - W	85443	01/11/2024	475.00	130643
Total Department 40000 General Department						212,150.00	
Total Fund 307 WAYZ.BLVD/SUPERIOR REALIGNMENT						212,150.00	
Fund: 316 BAY CENTER TIF #5							
Department: 40000 General Department							
316-40000-00302	Consultants	EHLERS	PAYGO CALCULATIONS	96362	01/17/2024	240.00	130735
Total Department 40000 General Department						240.00	
Total Fund 316 BAY CENTER TIF #5						240.00	
Fund: 317 PARKING RAMP BONDS							
Department: 40000 General Department							
317-40000-00601	DEBT SRV BOND PRINCIPAL	BOND TRUST SERVICES COR	PARKING RAMP PRINCIP	946796WY1 2024	01/11/2024	290,000.00	130643
317-40000-00611	BOND INTEREST	BOND TRUST SERVICES COR	PARKING RAMP PRINCIP	946796WY1 2024	01/11/2024	106,273.75	130643
Total Department 40000 General Department						396,273.75	
Total Fund 317 PARKING RAMP BONDS						396,273.75	

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 318 PANOWAY							
Department: 40000 General Department							
318-40000-00601	DEBT SRV BOND PRINCIPAL	BOND TRUST SERVICES COR	PANOWAY PRINCIPAL &	946796YU7 2024	01/11/2024	235,000.00	130643
318-40000-00611	BOND INTEREST	BOND TRUST SERVICES COR	PANOWAY PRINCIPAL &	946796YU7 2024	01/11/2024	41,359.38	130643
318-40000-00611	BOND INTEREST	BOND TRUST SERVICES COR	PANOWAY TEMPORARY BO	946796 2024	01/11/2024	150,765.00	130643
318-40000-00621	FISCAL AGENT S FEES	BOND TRUST SERVICES COR	PAYING AGENT FEES -	85444	01/11/2024	475.00	130643
318-40000-00621	FISCAL AGENT S FEES	BOND TRUST SERVICES COR	PAYING AGENT FEES -	85445	01/11/2024	475.00	130643
Total Department 40000 General Department						428,074.38	
Total Fund 318 PANOWAY						428,074.38	
Fund: 401 DOWNTOWN PARKING							
Department: 40000 General Department							
401-40000-00309	MILL STREET RAMP REPAIRS	DIVERSIFIED ELECTRIC IN	MILL STREET PARKING	1539	12/29/2023	283.85	130595
401-40000-00499	SMARTSIGN - RETURN	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	(13.59)	130736
Total Department 40000 General Department						270.26	
Total Fund 401 DOWNTOWN PARKING						270.26	
Fund: 404 PARK AND TRAIL CIP							
Department: 40000 General Department							
404-40000-00302	COURT IMPROVEMENTS	WSB & ASSOCIATES	COUR IMPROVEMENTS	R-022179-000-11	01/11/2024	178.25	130710
404-40000-00302	KLAPPRICH PARK	WSB & ASSOCIATES	KLAPPRICH PARK	R-022538-000-8	01/11/2024	3,508.75	130710
404-40000-00309	2024 TREE REMOVAL - EAB	BRATT TREE COMPANY	TREE REMOVAL - EAB	12213	01/17/2024	13,594.25	130721
404-40000-00309	TREE REMOVAL	BRATT TREE COMPANY	TREE REMOVALS	11491	01/11/2024	1,192.00	130644
404-40000-00309	TREE REMOVAL	BRATT TREE COMPANY	TREE REMOVAL - EAB	11492	01/11/2024	2,400.00	130644
404-40000-00309	TREE REMOVAL	BRATT TREE COMPANY	TREE REMOVAL	11493	01/17/2024	5,476.00	130721
404-40000-00309	TREE REMOVAL	TWIN PINES TREE & TRUCK	EAB TREE REMOVAL	1205	01/11/2024	1,570.00	130707
404-40000-00411	RENT	INDEPENDENT SCHOOL DIST	JAN 2024 CELL TOWER	01012024	01/03/2024	12,000.00	130575
Total Department 40000 General Department						39,919.25	
Total Fund 404 PARK AND TRAIL CIP						39,919.25	
Fund: 409 EQUIP REVOLVING							
Department: 40000 General Department							
409-40000-00540	PW RADIOS	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000217189	01/11/2024	786.89	130669
409-40000-00540	MUNI DOMAIN CONTROLLER	LOFFLER COMPANIES, INC.	MUNI DOMAIN CONTROLL	4579749	01/17/2024	1,069.00	130751
409-40000-00540	WORKSTATION PREP	LOFFLER COMPANIES, INC.	DESKTOP COMPUTER	4573617	01/11/2024	866.25	130679
409-40000-00540	LAPTOP SETUP - PD	LOFFLER COMPANIES, INC.	WORKSTATION SETUP	4574763	01/11/2024	165.00	130679
Total Department 40000 General Department						2,887.14	
Department: 42100 Police							
409-42100-00540	PD RADIOS	HENN.CNTY.INFO.TECH.DEP	PD RADIO SERVICE	1000217133	01/17/2024	1,643.68	130741
409-42100-00550	Vehicles	PREFERRED COMMUNICATION	SQUAD COMPUTERS	INV074812	01/17/2024	5,171.82	130768
Total Department 42100 Police						6,815.50	
Total Fund 409 EQUIP REVOLVING						9,702.64	
Fund: 430 STREET CIP							
Department: 40000 General Department							
430-40000-00302	Consultants	SRF CONSULTING GROUP, I	BRIDGE INSPECTION	17365.00-1	01/11/2024	1,558.73	130701
430-40000-00302	FERNDAL E SIDEWALK	WSB & ASSOCIATES	FERNDAL E SIDEWALK	R-019717-00017	01/11/2024	2,062.50	130710
430-40000-00302	BROADWAY SIGNAL	WSB & ASSOCIATES	BROADWAY SIGNAL	R-023062-000-3	01/17/2024	2,145.00	130788
Total Department 40000 General Department						5,766.23	

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 430 STREET CIP							
Total Fund 430 STREET CIP						5,766.23	
Fund: 437 LIBRARY/COMM.ROOM CIP							
Department: 40000 General Department							
437-40000-00404	REPAIRS/MAINT - MACHIN/EQUIP	AIRTECH	LIBRARY MAINT	46676	12/29/2023	215.00	130582
Total Department 40000 General Department						215.00	
Total Fund 437 LIBRARY/COMM.ROOM CIP						215.00	
Fund: 610 WATER FUND							
Department: 40000 General Department							
610-40000-00224	REPAIR & MAINT - MOTOR EQUIP	STANDARD SPRING PARTS	PARTS	402743	01/17/2024	239.55	130775
610-40000-00225	REPAIR & MAINT - SYSTEM	ITRON, INC.	METER READING SOFTWA	670283	01/17/2024	526.52	130745
610-40000-00225	WTP SERVICE	MEDIACOM	SERVICE	01102024	01/11/2024	1,525.00	130684
610-40000-00240	MECHANIC COMPUTER DIAGNOSIS	ALLDATA	VEHICLE MAINT SOFTWA	100669416-2024	01/11/2024	300.00	130635
610-40000-00313	MONTHLY LOCATES	GOPHER STATE ONE CALL	LOCATES	3120835	12/29/2023	43.88	130599
610-40000-00322	POSTAGE	IMPACT MAILING & FULFIL	UB POSTAGE	209238	01/03/2024	4,000.00	130574
610-40000-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000217189	01/11/2024	119.39	130669
610-40000-00381	SERVICE	XCEL ENERGY	SERVICE	12312023	01/11/2024	5,514.25	130711
610-40000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	12312023	01/11/2024	276.69	130648
610-40000-00405	MAINT/REPLAC - SYSTEM	DIVERSIFIED ELECTRIC IN	BEACH WATER FEATURE	1540	01/11/2024	4,856.34	130659
610-40000-00433	DUES, LICENSING & SEMINARS	LEAGUE OF MN.CITIES	2024 STORMWATER COAL	397656	01/11/2024	182.50	130677
Total Department 40000 General Department						17,584.12	
Department: 49100 Capital							
610-49100-00302	CONSULTANTS - METER PROJECT	WSB & ASSOCIATES	METER REPLACEMENT PR	R-023828-000-3	01/11/2024	1,670.25	130710
Total Department 49100 Capital						1,670.25	
Total Fund 610 WATER FUND						19,254.37	
Fund: 620 SEWER FUND							
Department: 40000 General Department							
620-40000-00224	REPAIR & MAINT - MOTOR EQUIP	STANDARD SPRING PARTS	PARTS	402743	01/17/2024	239.56	130775
620-40000-00225	REPAIR & MAINT - SYSTEM	ITRON, INC.	METER READING SOFTWA	670283	01/17/2024	526.52	130745
620-40000-00240	MECHANIC COMPUTER DIAGNOSIS	ALLDATA	VEHICLE MAINT SOFTWA	100669416-2024	01/11/2024	300.00	130635
620-40000-00240	SMALL TOOLS AND MINOR EQUIP	USA BLUE BOOK	PARTS	00239193	01/11/2024	560.95	130708
620-40000-00240	SMALL TOOLS AND MINOR EQUIP	USA BLUE BOOK	SUPPLIES	00236163	01/11/2024	333.81	130708
620-40000-00313	MONTHLY LOCATES	GOPHER STATE ONE CALL	LOCATES	3120835	12/29/2023	43.87	130599
620-40000-00322	POSTAGE	IMPACT MAILING & FULFIL	UB POSTAGE	209238	01/03/2024	4,000.00	130574
620-40000-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000217189	01/11/2024	119.39	130669
620-40000-00381	SERVICE	XCEL ENERGY	SERVICE	12312023	01/11/2024	1,679.27	130711
620-40000-00386	SEWER SERVICE	METROPOLITAN COUNCIL	SEWER SERVICE	0001165645	01/11/2024	50,030.99	130687
620-40000-00405	MAINT/REPLAC - SYSTEM	DIVERSIFIED ELECTRIC IN	LIFT 3	1538	12/29/2023	426.50	130595
620-40000-00433	DUES, LICENSING & SEMINARS	LEAGUE OF MN.CITIES	2024 STORMWATER COAL	397656	01/11/2024	182.50	130677
Total Department 40000 General Department						58,443.36	
Department: 49100 Capital							
620-49100-00302	CONSULTANTS - METER PROJECT	WSB & ASSOCIATES	METER REPLACEMENT PR	R-023828-000-3	01/11/2024	1,670.25	130710
Total Department 49100 Capital						1,670.25	
Total Fund 620 SEWER FUND						60,113.61	
Fund: 630 MOTOR VEHICLE							

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 630 MOTOR VEHICLE							
Department: 40000 General Department							
630-40000-00200	N HEIDER - AMAZON - MV SUPPLIES	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	21.60	130736
630-40000-00331	MILEAGE & EXPENSE ACCOUNT	EHLERT, BECKY	4TH QTR 2023 MILEAGE	12312023	12/29/2023	61.44	130597
630-40000-00331	MILEAGE & EXPENSE ACCOUNT	FISHER, CHERYL	4TH QTR 2023 MILEAGE	12312023	12/29/2023	52.66	130598
630-40000-00331	MILEAGE & EXPENSE ACCOUNT	LIND, JODI	4TH QTR 2023 MILEAGE	12312023	12/29/2023	61.44	130607
630-40000-00433	FULL SLATE - MV DUES	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	29.95	130736
630-40000-00433	DUES, LICENSING & SEMINARS	MDRA	MV 2024 DUES	2024	01/03/2024	480.00	130577
630-40000-00540	EQUIPMENT	BS&A SOFTWARE	MV PRINTERS	151158	01/11/2024	3,700.00	130646
Total Department 40000 General Department						4,407.09	
Total Fund 630 MOTOR VEHICLE						4,407.09	
Fund: 640 LIQUOR							
Department: 00000 ALL DEPARTMENTS							
640-00000-10150	ATM	CASH - OLD NATIONAL	ATM FILL	01022024	01/03/2024	15,000.00	130573
Total Department 00000 ALL DEPARTMENTS						15,000.00	
Department: 47000 Off-Sale							
640-47000-00210	OPERATING SUPPLIES (GENERAL)	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0107785700	12/29/2023	92.75	130586
640-47000-00210	OPERATING SUPPLIES (GENERAL)	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0107805800	12/29/2023	45.25	130586
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0201999600	12/29/2023	2,132.80	130586
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0201975700	12/29/2023	2,840.00	130586
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0202085100	12/29/2023	5,197.50	130586
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0202153300	01/17/2024	110.00	130717
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0202157500	01/17/2024	610.55	130717
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113795900	01/17/2024	2,040.08	130724
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113792593	01/17/2024	845.08	130724
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113755806	01/17/2024	396.21	130724
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113596070	12/29/2023	1,495.25	130588
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113596073	12/29/2023	180.00	130588
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113596072	12/29/2023	2,022.57	130588
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113685057	12/29/2023	2,633.18	130588
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2450840	12/29/2023	549.00	130604
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2453489	12/29/2023	974.18	130604
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2448520	12/29/2023	897.60	130604
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2453675	12/29/2023	646.86	130604
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2458625	01/17/2024	1,798.43	130746
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2458627	01/17/2024	582.05	130746
640-47000-00251	LIQUOR FOR RESALE	MAVERICK WINE CO.	LIQUOR & WINE	1142861	12/29/2023	408.00	130610
640-47000-00251	LIQUOR FOR RESALE	PAUSTIS & SONS	WINE	224793	01/17/2024	33.33	130764
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6718647	01/17/2024	192.00	130766
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6714707	12/29/2023	1,192.25	130618
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6710034	12/29/2023	164.50	130618
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2428482	12/29/2023	7,221.67	130621
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2425767	12/29/2023	5,827.14	130621
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2430467	01/17/2024	1,570.65	130774
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	5106541	01/17/2024	6,001.30	130774
640-47000-00251	LIQUOR FOR RESALE	WINE COMPANY	WINE	255766	12/29/2023	46.67	130632
640-47000-00251	LIQUOR FOR RESALE	WINEBOW	WINE	MN00141386	12/29/2023	252.00	130634
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113862603	01/17/2024	561.27	130724
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113861906	01/17/2024	1,667.94	130724

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

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	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113795899	01/17/2024	628.00	130724
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113596069	12/29/2023	3,472.00	130588
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113638062	12/29/2023	190.54	130588
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113859046	01/17/2024	1.25	130724
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113758554	12/29/2023	90.00	130588
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113685403	12/29/2023	240.00	130588
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113685402	12/29/2023	584.00	130588
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2450841	12/29/2023	368.00	130604
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2448521	12/29/2023	1,148.00	130604
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2453490	12/29/2023	5,644.30	130604
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2458626	01/17/2024	1,935.39	130746
640-47000-00252	WINE RESALE	LIBATION PROJECT	WINE	66236	12/29/2023	468.00	130606
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	1137598	12/29/2023	304.08	130610
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	1142861	12/29/2023	548.04	130610
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	216417	12/29/2023	1,998.00	130614
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	216066	12/29/2023	324.00	130614
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	216734	01/17/2024	442.00	130762
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	223518	12/29/2023	415.00	130616
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	223469	12/29/2023	651.00	130616
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	224133	12/29/2023	412.00	130616
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	224793	01/17/2024	1,209.00	130764
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6718648	01/17/2024	7,848.00	130766
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6714708	12/29/2023	1,773.21	130618
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6710035	12/29/2023	2,012.25	130618
640-47000-00252	WINE	SMALL LOT MN	WINE	MN72984	01/17/2024	240.00	130773
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2425768	12/29/2023	2,705.00	130621
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2428483	12/29/2023	3,058.00	130621
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	5106061	01/17/2024	1,750.68	130774
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2430468	01/17/2024	1,982.00	130774
640-47000-00252	WINE	VINOCOPIA	WINE	0343790	01/17/2024	552.00	130784
640-47000-00252	WINE	VINOCOPIA	WINE	0343288	12/29/2023	488.00	130631
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	255766	12/29/2023	2,264.00	130632
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	255127	12/29/2023	1,418.00	130632
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	256407	01/17/2024	1,354.00	130786
640-47000-00252	WINE	WINE MERCHANT	WINE	7455395	12/29/2023	2,664.00	130633
640-47000-00252	WINE	WINE MERCHANT	WINE	7456471	12/29/2023	7,107.00	130633
640-47000-00252	WINE	WINE MERCHANT	WINE	7457422	01/17/2024	776.00	130787
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00141385	12/29/2023	813.00	130634
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	377357	12/29/2023	(140.00)	130585
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3649402	12/29/2023	438.50	130585
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3649403	12/29/2023	1,061.50	130585
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3652047	01/17/2024	668.60	130714
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	113590208	12/29/2023	327.75	130587
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	113590207	12/29/2023	9,023.90	130587
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	113794736	01/17/2024	3,763.10	130723
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	113794737	01/17/2024	592.40	130723
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	113795898	01/17/2024	3,584.00	130723
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2927105	12/29/2023	2,326.80	130589
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	27610066	12/29/2023	(12.78)	130589

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 off-Sale							
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2931138	01/17/2024	247.85	130725
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2931136	01/17/2024	354.00	130725
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2931137	01/17/2024	(8.33)	130725
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2931139	01/17/2024	4,551.10	130725
640-47000-00253	BEER	CLEAR RIVER BEVERAGE CO	BEER	726529	01/17/2024	373.20	130728
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	2074501	12/29/2023	2,801.00	130593
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	2074711	01/11/2024	298.67	130658
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	2084965	01/17/2024	1,440.90	130730
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	2084964	01/17/2024	144.00	130730
640-47000-00253	BEER FOR RESALE	DANGEROUS MAN BREWING C	BEER	2346	01/17/2024	262.00	130731
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	2074711	12/29/2023	298.67	130602
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	673788	12/29/2023	147.00	130602
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	673827	12/29/2023	1,808.25	130602
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	675830	12/29/2023	648.00	130602
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	19800009	12/29/2023	1,025.05	130602
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	CM	01/17/2024	(298.67)	130742
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	677734	01/17/2024	216.00	130742
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	677733	01/17/2024	28.00	130742
640-47000-00253	BEER	MODIST BREWING CO. LLC	BEER	47346	01/17/2024	831.60	130761
640-47000-00253	BEER	MODIST BREWING CO. LLC	BEER	46949	12/29/2023	246.00	130613
640-47000-00253	BEER FOR RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6718649	01/17/2024	121.10	130766
640-47000-00253	BEER	STEEL TOE BREWING	BEER	53217	12/29/2023	138.00	130622
640-47000-00253	BEER	UNMAPPED BREWING COMPAN	BEER	3224	01/17/2024	168.00	130780
640-47000-00254	MISC.BEV	AM CRAFT SPIRITS INC	MISC.MDSE	18172	12/29/2023	299.70	130584
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0107779300	12/29/2023	141.00	130586
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0107805800	12/29/2023	104.15	130586
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0107838200	01/17/2024	111.00	130717
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	BREAKTHRU BEVERAGE	BEER	113590208	12/29/2023	29.35	130587
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113685404	12/29/2023	153.97	130588
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	CAPITOL BEVERAGE SALES	BEER	2931138	01/17/2024	26.00	130725
640-47000-00254	MISC MIX	COCA-COLA	MIX	39129283006	12/29/2023	287.90	130592
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2453676	12/29/2023	132.00	130604
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6714708	12/29/2023	260.15	130618
640-47000-00254	ICE	SHAMROCK GROUP	ICE	2978235	01/17/2024	53.90	130771
640-47000-00254	ICE	SHAMROCK GROUP	ICE	2974747	12/29/2023	132.08	130620
640-47000-00254	ICE	SHAMROCK GROUP	ICE	2972765	12/29/2023	181.51	130620
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	SOUTHERN GLAZER`S	LIQUOR & WINE	2430469	01/17/2024	150.00	130774
640-47000-00254	MISC.BEV	SUMMER LAKES BEVERAGE L	MIX	6899	01/17/2024	1,338.75	130776
640-47000-00254	MISC MDSE	TRUE BRANDS	MISC.MDSE & SUPPLIES	1334892	12/29/2023	27.36	130628
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	WINE COMPANY	WINE	255766	12/29/2023	396.00	130632
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	WINE MERCHANT	WINE	7455395	12/29/2023	75.00	130633
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	WINE MERCHANT	WINE	7456471	12/29/2023	360.00	130633
640-47000-00257	THC PRODUCTS	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0202153300	01/17/2024	576.00	130717
640-47000-00257	THC PRODUCTS	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0202179100	01/17/2024	576.00	130717
640-47000-00257	THC PRODUCTS	CAPITOL BEVERAGE SALES	BEER	2927105	12/29/2023	1,876.00	130589
640-47000-00257	THC PRODUCTS	LUPULIN BREWING	BEER	58070	01/17/2024	670.20	130753
640-47000-00259	FREIGHT	AM CRAFT SPIRITS INC	MISC.MDSE	18172	12/29/2023	3.97	130584
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0201999600	12/29/2023	24.75	130586
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0201975700	12/29/2023	6.60	130586

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

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	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0107779300	12/29/2023	3.21	130586
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0107805800	12/29/2023	6.71	130586
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0202085100	12/29/2023	56.10	130586
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0202153300	01/17/2024	13.20	130717
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0107838200	01/17/2024	3.07	130717
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0202157500	01/17/2024	6.60	130717
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0202179100	01/17/2024	11.55	130717
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE	BEER	113795898	01/17/2024	44.95	130723
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113862603	01/17/2024	0.24	130724
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113861906	01/17/2024	0.24	130724
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113795900	01/17/2024	17.40	130724
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113795899	01/17/2024	2.90	130724
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113792593	01/17/2024	0.72	130724
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113755806	01/17/2024	4.35	130724
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113685404	12/29/2023	7.25	130588
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113596070	12/29/2023	10.15	130588
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113596073	12/29/2023	1.45	130588
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113596072	12/29/2023	23.44	130588
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113596069	12/29/2023	14.74	130588
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113638062	12/29/2023	0.97	130588
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113859046	01/17/2024	4.59	130724
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113758554	12/29/2023	1.45	130588
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113685057	12/29/2023	27.55	130588
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113685403	12/29/2023	2.90	130588
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113685402	12/29/2023	4.35	130588
640-47000-00259	FREIGHT	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2450841	12/29/2023	3.94	130604
640-47000-00259	FREIGHT	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2450840	12/29/2023	5.90	130604
640-47000-00259	FREIGHT	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2448521	12/29/2023	16.06	130604
640-47000-00259	FREIGHT	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2453490	12/29/2023	68.63	130604
640-47000-00259	FREIGHT	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2453489	12/29/2023	6.09	130604
640-47000-00259	FREIGHT	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2448520	12/29/2023	10.22	130604
640-47000-00259	FREIGHT	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2453676	12/29/2023	1.46	130604
640-47000-00259	FREIGHT	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2453675	12/29/2023	3.42	130604
640-47000-00259	FREIGHT	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2458625	01/17/2024	11.22	130746
640-47000-00259	FREIGHT	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2458627	01/17/2024	4.63	130746
640-47000-00259	FREIGHT	JOHNSON BROS.-ST. PAUL	LIQUOR & WINE	2458626	01/17/2024	20.44	130746
640-47000-00259	FREIGHT	LIBATION PROJECT	WINE	66236	12/29/2023	4.00	130606
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	1137598	12/29/2023	3.00	130610
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	1142861	12/29/2023	9.00	130610
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	216417	12/29/2023	20.00	130614
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	216066	12/29/2023	7.50	130614
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	216734	01/17/2024	7.50	130762
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	223518	12/29/2023	4.00	130616
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	223469	12/29/2023	10.00	130616
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	224133	12/29/2023	12.50	130616
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	224793	01/17/2024	13.50	130764
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6718649	01/17/2024	2.92	130766
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6718647	01/17/2024	1.46	130766
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6718648	01/17/2024	45.27	130766

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

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	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6714708	12/29/2023	20.44	130618
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6714707	12/29/2023	10.22	130618
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6710035	12/29/2023	16.06	130618
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6710034	12/29/2023	2.92	130618
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6712011	12/29/2023	0.65	130618
640-47000-00259	FREIGHT	SMALL LOT MN	WINE	MN72984	01/17/2024	5.00	130773
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2425768	12/29/2023	27.31	130621
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2428482	12/29/2023	57.81	130621
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2428483	12/29/2023	34.77	130621
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2425767	12/29/2023	40.00	130621
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2430469	01/17/2024	7.68	130774
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2430467	01/17/2024	9.17	130774
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	5106541	01/17/2024	44.80	130774
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	5106061	01/17/2024	10.02	130774
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2430468	01/17/2024	12.80	130774
640-47000-00259	FREIGHT	VINOPIA	WINE	0343790	01/17/2024	10.00	130784
640-47000-00259	FREIGHT	VINOPIA	WINE	0343288	12/29/2023	7.50	130631
640-47000-00259	FREIGHT	WINE COMPANY	WINE	255766	12/29/2023	45.70	130632
640-47000-00259	FREIGHT	WINE COMPANY	WINE	255127	12/29/2023	22.50	130632
640-47000-00259	FREIGHT	WINE COMPANY	WINE	256407	01/17/2024	14.20	130786
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7455395	12/29/2023	20.44	130633
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7456471	12/29/2023	64.37	130633
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7457422	01/17/2024	5.84	130787
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00141385	12/29/2023	6.75	130634
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00141386	12/29/2023	4.50	130634
640-47000-00340	ADVERTISING	ECM PUBLISHERS, INC.	LIQUOR STORE AD	979527	01/17/2024	149.50	130734
640-47000-00361	GENERAL LIABILITY INS	USI INSURANCE SERVICES	2024 LIQ LIAB INS RE	4856524	01/03/2024	11,936.00	130581
640-47000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	12312023	01/11/2024	601.71	130648
640-47000-00384	STORE	REPUBLIC SERVICES	SOLID WASTE & RECYCL	12/31/2023	01/11/2024	150.00	130699
640-47000-00401	REPAIRS/MAINT BUILDINGS	DEHMER FIRE PROTECTION	MUNI BLDG SERVICE	4693	01/17/2024	40.35	130732
640-47000-00401	REPAIRS/MAINT BUILDINGS	INTEGRATED FIRE & SECUR	BAR & GRILL MONITORI	94739	01/17/2024	167.70	130744
640-47000-00404	REPAIRS/MAINT - MACHIN/EQUIP	MN BATTERY LLC	BATTERY FOR STORE DE	29738	01/11/2024	109.75	130689
640-47000-00409	BLDG.MAINT.	MINNEHAHA BLDG.MAINT.IN	WINDOWS CLEANED	180251799	01/17/2024	55.35	130757
640-47000-00433	DUES, LICENSING & SEMINARS	AMERICAN SOCIETY OF COM	2024 LICENSE FEES	12202023	01/03/2024	217.00	130572
640-47000-00433	DUES, LICENSING & SEMINARS	AMERICAN SOCIETY OF COM	2024 LICENSE FEES	12202023	01/03/2024	217.00	130572
640-47000-00433	WINE SPECTATOR - STORE SUBSCRIPTI	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	59.95	130736
640-47000-00433	OVERHEAD MUSIC	MOOD MEDIA	OVERHEAD MUSIC	57954286	01/03/2024	76.47	130579
640-47000-00497	NCR - STORE CC FEES	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	144.42	130736
Total Department 47000 Off-Sale						171,563.69	
Department: 48000 On-Sale							
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		851536	12/29/2023	77.78	130617
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		868901	01/17/2024	63.90	130765
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		856453	12/29/2023	68.96	130617
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		859400	12/29/2023	199.37	130617
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	10545200	12/29/2023	150.49	130624
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	40177582	12/29/2023	22.82	130624
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	10527638	12/29/2023	165.18	130624
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	40186870	12/29/2023	91.20	130624
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	10547485	01/17/2024	115.76	130778

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 48000 On-Sale							
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	10547437	01/17/2024	134.09	130778
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	3108680	12/29/2023	84.58	130626
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	890023	01/17/2024	195.62	130779
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	887639	12/29/2023	73.64	130627
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	888429	01/11/2024	275.88	130706
640-48000-00251	LIQUOR FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113795865	01/11/2024	141.00	130645
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	863203	01/11/2024	179.64	130696
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	851536	12/29/2023	121.19	130617
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	868901	01/17/2024	95.84	130765
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	867295	01/17/2024	168.72	130765
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	5089.73	12/29/2023	55.39	130617
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	859400	12/29/2023	45.26	130617
640-48000-00251	LIQUOR FOR RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6719387	01/17/2024	360.50	130766
640-48000-00251	LIQUOR FOR RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6716481	12/29/2023	299.70	130618
640-48000-00251	LIQUOR	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	887639	12/29/2023	118.98	130627
640-48000-00251	LIQUOR	US FOODS	FOOD	4020691	12/29/2023	39.91	130630
640-48000-00251	LIQUOR	US FOODS	FOOD	4154417	12/29/2023	76.50	130630
640-48000-00252	WINE FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	113795865	01/11/2024	188.70	130645
640-48000-00252	WINE FOR RESALE	WINE MERCHANT	WINE	7456943	12/29/2023	1.40	130633
640-48000-00252	WINE FOR RESALE	WINE MERCHANT	WINE	7456944	12/29/2023	1,665.20	130633
640-48000-00253	BEER FOR RESALE	BREAKTHRU BEVERAGE	BEER	113734956	12/29/2023	809.00	130587
640-48000-00253	BEER FOR RESALE	BREAKTHRU BEVERAGE	BEER	113735262	12/29/2023	145.00	130587
640-48000-00253	BEER FOR RESALE	BREAKTHRU BEVERAGE	BEER	113841487	01/17/2024	718.00	130723
640-48000-00253	BEER FOR RESALE	CAPITOL BEVERAGE SALES	BEER	2931324	01/11/2024	272.00	130647
640-48000-00253	BEER FOR RESALE	CAPITOL BEVERAGE SALES	BEER	2934186	01/17/2024	391.00	130725
640-48000-00253	BEER FOR RESALE	DAHLHEIMER DISTRIBUTING	BEER	2079601	12/29/2023	654.00	130593
640-48000-00253	BEER FOR RESALE	HOHENSTEINS INC.	BEER	679323	01/17/2024	195.00	130742
640-48000-00253	BEER FOR RESALE	MODIST BREWING CO. LLC	BEER	47464	01/17/2024	175.00	130761
640-48000-00253	BEER FOR RESALE	MODIST BREWING CO. LLC	BEER	E-47038	01/11/2024	205.00	130693
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	863203	01/11/2024	61.25	130696
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	851536	12/29/2023	225.74	130617
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	867295	01/17/2024	122.45	130765
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	5089.73	12/29/2023	96.23	130617
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	856453	12/29/2023	560.49	130617
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	859400	12/29/2023	57.85	130617
640-48000-00340	ADVERTISING	ECM PUBLISHERS, INC.	BAR AD	979746	01/17/2024	149.50	130734
640-48000-00361	GENERAL LIABILITY INS	USI INSURANCE SERVICES	2024 LIQ LIAB INS RE	4856524	01/03/2024	16,827.00	130581
640-48000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	12312023	01/11/2024	902.57	130648
640-48000-00384	BAR	REPUBLIC SERVICES	SOLID WASTE & RECYCL	12/31/2023	01/11/2024	1,493.67	130699
640-48000-00401	REPAIRS/MAINT BUILDINGS	ALPINE DIVERSIFIED SERV	KITCHEN EXHAUST CLEA	38371	12/29/2023	2,614.10	130583
640-48000-00401	REPAIRS/MAINT BUILDINGS	DEHMER FIRE PROTECTION	MUNI BLDG SERVICE	4693	01/17/2024	40.35	130732
640-48000-00401	REPAIRS/MAINT BUILDINGS	INTEGRATED FIRE & SECUR	BAR & GRILL MONITORI	94739	01/17/2024	167.70	130744
640-48000-00404	J PIETRINI - AMAZON - PARTS/REPAI	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	164.61	130736
640-48000-00404	REPAIRS/MAINT - MACHIN/EQUIP	ORCA MECHANICAL, INC	BAR COOLER REPAIRS	5710	01/17/2024	901.81	130763
640-48000-00409	BLDG.MAINT.	MINNEHAHA BLDG.MAINT.IN	WINDOWS CLEANED	180251798	12/29/2023	81.39	130612
640-48000-00409	SERVICE	PLUNKETT'S PEST CONTROL	BAR SERVICE	8374388	01/11/2024	86.95	130697
640-48000-00409	BEER LINE SERVICE	T.D. ANDERSON INC.	BEER LINES CLEANED	695452	12/29/2023	145.00	130623
640-48000-00415	SERVICE	DIRECTV	SERVICE	050852385x231223	12/29/2023	331.30	130594
640-48000-00433	J PIETRINI - AMAZON MEMBERSHIP	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	194.26	130736

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 48000 On-Sale							
640-48000-00433	OVERHEAD MUSIC	MOOD MEDIA	OVERHEAD MUSIC	57954286	01/03/2024	76.47	130579
640-48000-00497	NCR - BAR CC FEES	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	64.31	130736
640-48000-00497	EHUNGRY CC FEES	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	95.96	130736
640-48000-00540	J PIETRINI - BEST BUY - BAR EQUIP	ELAN-CARDMEMBER SERVICE	CC CHARGES	DEC 2023	01/17/2024	161.66	130736
Total Department 48000 On-Sale						34,463.82	
Department: 48500 Kitchen							
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIES	4178901519	01/11/2024	446.00	130650
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIES	4178261279	12/29/2023	445.20	130590
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIES	4179721858	01/17/2024	73.84	130727
640-48500-00210	SUPPLIES	CULLIGAN-METRO	SUPPLIES	1632069	01/11/2024	143.25	130656
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	863203	01/11/2024	180.22	130696
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	867295	01/17/2024	257.83	130765
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	5089.73	12/29/2023	147.39	130617
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	856453	12/29/2023	224.01	130617
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	859400	12/29/2023	224.14	130617
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	3110903	12/29/2023	300.55	130626
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	3108680	12/29/2023	209.42	130626
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	890023	01/17/2024	589.62	130779
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	887639	12/29/2023	612.76	130627
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	878157	01/11/2024	(27.98)	130706
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	868684	01/11/2024	(77.98)	130706
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	888429	01/11/2024	1,027.46	130706
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIES	4178901519	01/11/2024	73.04	130650
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIES	4178261279	12/29/2023	73.84	130590
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIES	4179721858	01/17/2024	445.20	130727
640-48500-00255	FOODINGREDIENTS FOR RESALE	BILL'S IMPORTED FOODS	FOOD	138374	01/11/2024	639.15	130640
640-48500-00255	FOODINGREDIENTS FOR RESALE	EDDIE M'S LLC	FOOD	214132	01/11/2024	455.50	130662
640-48500-00255	FOODINGREDIENTS FOR RESALE	EDDIE M'S LLC	FOOD	212484	12/29/2023	529.50	130596
640-48500-00255	FOOD	KARLSBURGER FOODS, INC.	FOOD	009044507	01/17/2024	300.70	130747
640-48500-00255	FOOD	KARLSBURGER FOODS, INC.	FOOD	009043439	12/29/2023	182.00	130605
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	465185	01/11/2024	204.92	130681
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	464932	12/29/2023	248.54	130608
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	464678	12/29/2023	177.08	130608
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	465399	01/17/2024	177.08	130754
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	863691	01/11/2024	(116.74)	130696
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	863692	01/11/2024	(89.18)	130696
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	863693	01/11/2024	(62.27)	130696
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	863203	01/11/2024	5,518.48	130696
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	853585	01/11/2024	190.16	130696
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	859744	01/11/2024	256.22	130696
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	866769	01/17/2024	179.12	130765
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	866774	01/17/2024	21.82	130765
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	866684	01/17/2024	(23.69)	130765
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	871428	01/17/2024	(32.55)	130765
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	871519	01/17/2024	(168.68)	130765
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	874534	01/17/2024	(115.56)	130765
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	868907	01/17/2024	11.07	130765
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	869304	01/17/2024	17.80	130765
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	867767	01/17/2024	326.88	130765

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 48500 Kitchen							
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		855953	12/29/2023	197.15	130617
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		841129	12/29/2023	81.40	130617
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		841153	12/29/2023	107.92	130617
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		851536	12/29/2023	3,779.87	130617
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		868901	01/17/2024	4,335.30	130765
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		867295	01/17/2024	3,615.35	130765
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		5089.73	12/29/2023	4,790.72	130617
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		856453	12/29/2023	5,756.78	130617
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		859400	12/29/2023	6,676.48	130617
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		858428	12/29/2023	223.71	130617
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		856959	12/29/2023	131.49	130617
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		858651	12/29/2023	38.02	130617
640-48500-00255	FOOD	RANCHERS LEGACY MEAT CO FOOD		69688	01/11/2024	130.60	130698
640-48500-00255	FOOD	US FOODS	FOOD	4020691	12/29/2023	1,463.97	130630
640-48500-00255	FOOD	US FOODS	FOOD	4154417	12/29/2023	1,772.64	130630
640-48500-00255	FOOD	US FOODS	FOOD	4305081	01/17/2024	1,296.64	130781
640-48500-00404	REPAIRS/MAINT - MACHIN/EQUIP	BLOMBERG COMPANY	MICROWAVE REPAIR	41417	01/17/2024	100.00	130719
640-48500-00415	KNIFE EXCHANGE	COZZINI BROS., INC.	KNIFE EXCHANGE	C14743806	01/11/2024	74.04	130653
Total Department 48500 Kitchen						48,767.24	
Department: 49100 Capital							
640-49100-00499	MISCELLANEOUS	DELANEY CONSULTING LLC	BAR CONSULTING	1802	01/17/2024	1,440.00	130733
Total Department 49100 Capital						1,440.00	
Total Fund 640 LIQUOR						271,234.75	
Fund: 650 SOLID WASTE							
Department: 00000 ALL DEPARTMENTS							
650-00000-20818	COUNTY REFUSE TAX	HENNEPIN COUNTY PUBLIC	15.5% SOLID WASTE TA DEC 2023		12/29/2023	2,966.87	130601
Total Department 00000 ALL DEPARTMENTS						2,966.87	
Department: 47500 Garbage							
650-47500-00384	LABOR	REPUBLIC SERVICES	SOLID WASTE & RECYCL 12/31/2023		01/11/2024	11,079.67	130699
650-47500-00384	STICKERS	REPUBLIC SERVICES	SOLID WASTE & RECYCL 12/31/2023		01/11/2024	14.95	130699
650-47500-00386	DISPOSAL	REPUBLIC SERVICES	SOLID WASTE & RECYCL 12/31/2023		01/11/2024	4,271.79	130699
Total Department 47500 Garbage						15,366.41	
Department: 47600 Recycling							
650-47600-00309	RECYCLING	REPUBLIC SERVICES	SOLID WASTE & RECYCL 12/31/2023		01/11/2024	6,840.75	130699
Total Department 47600 Recycling						6,840.75	
Department: 47700 Gatehouse							
650-47700-00309	CONTRACTUAL SERVICES	PLYMOUTH, CITY OF	2023 YARD WASTE SITE 2024-00000002		01/17/2024	8,868.00	130767
Total Department 47700 Gatehouse						8,868.00	
Department: 47800 Organics							
650-47800-00384	ORGANICS	REPUBLIC SERVICES	SOLID WASTE & RECYCL 12/31/2023		01/11/2024	6,866.81	130699
650-47800-00386	ORGANICS DISPOSAL	REPUBLIC SERVICES	SOLID WASTE & RECYCL 12/31/2023		01/11/2024	82.12	130699
Total Department 47800 Organics						6,948.93	
Total Fund 650 SOLID WASTE						40,990.96	

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 660 MARINA							
Department: 46000 MARINA							
660-46000-00324	INTERNET	MEDIACOM	SERVICE	01092024	01/11/2024	299.95	130684
660-46000-00499	LMCD MULTIPLE DOCK LICENSE	LMCD	2024 MULTIPLE DOCK L	01-15-2024	01/17/2024	1,850.00	130749
Total Department 46000 MARINA						2,149.95	
Department: 49100 Capital							
660-49100-00309	CONTRACTUAL SERVICES	WSB & ASSOCIATES	MARINA DREDGING	R-023687-000-3	01/17/2024	3,839.00	130788
Total Department 49100 Capital						3,839.00	
Total Fund 660 MARINA						5,988.95	
Fund: 802 ESCROW PROJECTS							
Department: 00000 ALL DEPARTMENTS							
802-00000-20902	150 BROADWAY - LANGDON	VAN METER WILLIAMS POLL	150 BROADWAY	2114-202312	01/17/2024	813.75	130782
802-00000-20922	374 FERNDAL RD WEST	OUTDOOR PERFECTION	ESCROW REFUND - 374	REFUND	01/11/2024	7,736.55	130695
Total Department 00000 ALL DEPARTMENTS						8,550.30	
Total Fund 802 ESCROW PROJECTS						8,550.30	

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 12/29/2023 - 01/17/2024

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
--- TOTALS BY FUND ---							
		101	GENERAL FUND			362,705.69	
		233	LAKEFRONT IMPROVE			943,140.26	
		235	CABLE TV			400.00	
		305	DOWNTOWN TIF DISTRICT 6			240.00	
		307	WAYZ.BLVD/SUPERIOR REALIGNMENT			212,150.00	
		316	BAY CENTER TIF #5			240.00	
		317	PARKING RAMP BONDS			396,273.75	
		318	PANOWAY			428,074.38	
		401	DOWNTOWN PARKING			270.26	
		404	PARK AND TRAIL CIP			39,919.25	
		409	EQUIP REVOLVING			9,702.64	
		430	STREET CIP			5,766.23	
		437	LIBRARY/COMM.ROOM CIP			215.00	
		610	WATER FUND			19,254.37	
		620	SEWER FUND			60,113.61	
		630	MOTOR VEHICLE			4,407.09	
		640	LIQUOR			271,234.75	
		650	SOLID WASTE			40,990.96	
		660	MARINA			5,988.95	
		802	ESCROW PROJECTS			8,550.30	
		Total For All Funds:				2,809,637.49	

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 01/01/2024 - 01/11/2024

POSTED

PAID - CHECK TYPE: EFT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 00000 ALL DEPARTMENTS							
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL 01/05/2024	01052024	01/08/2024	213,816.41	2989
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL TAXES 01/05/	01 05 2024	01/08/2024	70,730.08	2990
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL HSA DEPOSITS	01-05-2024	01/08/2024	10,677.15	2991
101-00000-21704	PERA	PERA	PERA - PAYROLL 01/05	01052024	01/08/2024	47,601.79	2992
101-00000-21705	NATIONWIDE RETIREMENT	NATIONWIDE RETIREMENT	EMPLOYEE PR DEPOSITS	01052024	01/08/2024	5,227.33	2988
101-00000-21712	MSRS - POST EMPL.HEALTH SAVING	MN STATE RETIREMENT SYS	MSRS 01/05/2024	01052024	01/08/2024	24,054.80	2987
101-00000-21719	MISSION SQUARE DEFFERED COMP	MISSION SQUARE RETIREME	EMPLOYEE DEFFERED CO	01052024	01/08/2024	1,540.00	2986
Total Department 00000 ALL DEPARTMENTS						373,647.56	
Department: 41500 Administration & Finance							
101-41500-00497	CREDIT CARD FEES	AUTHNET	ON LINE PAYMENT FEES	01022024	01/02/2024	27.10	2974
Total Department 41500 Administration & Finance						27.10	
Total Fund 101 GENERAL FUND						373,674.66	
Fund: 630 MOTOR VEHICLE							
Department: 00000 ALL DEPARTMENTS							
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT 01/08/	01082024	01/12/2024	434,895.23	2996
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT 01/09/	01092024	01/12/2024	378,183.31	2997
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT 01/10/	01102024	01/12/2024	123,328.68	2998
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	01022024	01/08/2024	181,689.89	2982
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	01032024	01/08/2024	218,483.19	2983
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	01042024	01/08/2024	383,097.96	2984
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	01052024	01/08/2024	43,654.54	2985
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	01 02 2024	01/02/2024	42.00	2976
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	01022024	01/02/2024	4,172.23	2977
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	01082024	01/08/2024	3,523.00	2981
Total Department 00000 ALL DEPARTMENTS						1,771,070.03	
Total Fund 630 MOTOR VEHICLE						1,771,070.03	
Fund: 640 LIQUOR							
Department: 48000 On-Sale							
640-48000-00497	CREDIT CARD FEES	AUTHNET	ON LINE PAYMENT FEES	01 02 2024	01/02/2024	29.60	2975
Total Department 48000 On-Sale						29.60	
Total Fund 640 LIQUOR						29.60	

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 01/01/2024 - 01/11/2024

POSTED

PAID - CHECK TYPE: EFT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
--- TOTALS BY FUND ---							
		101	GENERAL FUND			373,674.66	
		630	MOTOR VEHICLE			1,771,070.03	
		640	LIQUOR			29.60	
		Total For All Funds:				2,144,774.29	



City of Wayzata City Council Agenda Report

MEETING DATE: January 23, 2024	AGENDA ITEM: 7.c
TITLE: Approval of Municipal Licenses	
PROPOSED MOTION: To Approve the Municipal Licenses as Attached	
PREPARED BY: Lori Krismer, Administrative Assistant	
REVIEWED BY: Jeffrey Dahl, City Manager, Kathy Leervig, City Clerk	

ACTION REQUESTED:

Staff recommends approval of Municipal Licenses.

FINANCIAL OR BUDGET CONSIDERATION:

Not Applicable.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Not Applicable.

BACKGROUND:

Not Applicable.

ATTACHMENTS:

1. LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

01/23/2024

LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

2024 Peddlers & Solicitors License

Tyler Kurtz- Renewal by Andersen	Roseville, MN
----------------------------------	---------------

WERE APPROVED ADMINISTRATIVELY

2024 Tree Removal & Treatment License

Aaspen Tree Service LLC	Wayzata, MN
Rainbow Treecare Company	Minntonka, MN

2023 Gas Fitter's License

Countryside Heating & Cooling Solutions	Maple Plain, MN
Riccar Heating & Air Conditioning	Andover, Mn
West Metro Mechanical, LLC	NYA, MN

2023 Special Event Food Stand License for the Wayzata Chilly Open on 2/10/2024

Wayzata Chamber of Commerce	Wayzata, MN
-----------------------------	-------------



City of Wayzata City Council Agenda Report

MEETING DATE: January 23, 2024	AGENDA ITEM: 7.d
TITLE: Receipt of Police Activity Report	
PROPOSED MOTION: Not Applicable	
PREPARED BY: Emily Marker, Police Records Supervisor	
REVIEWED BY: Marc Schultz, Police Chief, Jeffrey Dahl, City Manager	

ACTION REQUESTED:

The attached Police Activity Report for December 2023 is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

Not Applicable.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Not Applicable.

BACKGROUND:

Not Applicable.

ATTACHMENTS:

1. Activity Report December 2023



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—DECEMBER 2023

The Wayzata Police Department Activity Report is a summary report only and does not reflect every incident, either criminal or non-criminal, that occurred in Wayzata or Long Lake for the month.

Theft	Reported: 12-28-2023 2116
--------------	----------------------------------

Report of an unpaid bill. Loss of around \$80.

Addresses Involved

200 block of Grove Lane, Wayzata, MN 55391 US

Damage to Property - Criminal	Reported: 12-28-2023 1158
--------------------------------------	----------------------------------

Report of two tires slashed on a vehicle. Possible suspect identified. Unknown total loss at this time.

Addresses Involved

1900 block of Central Ave, Long Lake, MN 55356 US

Controlled Substance	Reported: 12-24-2023 0153
-----------------------------	----------------------------------

34-year-old male from Minneapolis arrested for drug possession and giving a false name to police officers. Male transported to Hennepin County Jail.

Addresses Involved

1300 block of Wayzata Blvd E, Wayzata, MN 55391 US

Names Involved

(Arrested) Markert, Christopher Curtis (Age: 34)

Theft	Reported: 12-22-2023 1622
--------------	----------------------------------

Report of a theft. Wallet taken from purse. Cards attempted to be used in other jurisdiction. Loss of around \$1,100.

Addresses Involved

700 block of Mill St, Wayzata, MN 55391 US

Identity Theft	Reported: 12-20-2023 1133
-----------------------	----------------------------------

Report of a potential identity theft. No loss at this time.

Addresses Involved

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

Identity Theft	Reported: 12-16-2023 1219
-----------------------	----------------------------------

Report of an identity theft. No known loss at this time.

Addresses Involved

100 block of Promenade Ave, Wayzata, MN 55391 US

Assault	Reported: 12-14-2023 1753
----------------	----------------------------------

Report of an assault. Officer made contact with all parties. Investigation ongoing.

Addresses Involved

700 Lake St, Wayzata, MN 55391 US

Recovered	Reported: 12-14-2023 0332
------------------	----------------------------------

The Brooklyn Park Police Department recovered a stolen vehicle from Wayzata. Vehicle plates entered into NCIC as stolen.

Addresses Involved

600 block of Rice St E, Wayzata, MN 55391 US



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—DECEMBER 2023

Stolen Property Possession

Reported: 12-09-2023 1558

Flock alert leads to the arrest of a 28-year-old male from Minneapolis for receiving stolen property, giving a police officer a false name, possessing a firearm without a permit, and driving after revocation. Stolen gun from South Dakota recovered and removed from NCIC.

Addresses Involved

1300 block of Wayzata Blvd E, Wayzata, MN 55391 US

Names Involved

(Arrested) Overall, Byron Darnell (Age: 28)

Damage to Property - Criminal

Reported: 12-09-2023 0017

Report of damage to property and disorderly conduct. Two doors damaged. Suspect identified. Charges forthcoming.

Addresses Involved

100 block of Central Ave, Wayzata, MN 55391 US

DWI

Reported: 12-08-2023 2347

49-year-old male from Woodland arrested for DWI, careless driving, and failure to maintain lane. Male tested .20.

Addresses Involved

Locust Hills Trl & Bushaway Rd, Wayzata, MN 55391 US

Names Involved

(Arrested) Breitbach, Dean Jay (Age: 49)

Theft

Reported: 12-08-2023 1641

Officer assisted Minnetonka on a shoplifting. Female cited and trespassed from the store. Loss of around \$452.

Addresses Involved

13200 Ridgedale Drive, Minnetonka, MN 55305 US

Burglary-Residential

Reported: 12-08-2023 1536

Report of a residential burglary. Prescription medication stolen. Suspect identified.

Addresses Involved

100 block of Broadway Ave, Wayzata, MN 55391 US

Assault

Reported: 12-07-2023 2103

Report of an assault. Suspect left prior to officer arrival. Investigation ongoing.

Addresses Involved

700 block of Mill St, Wayzata, MN 55391 US

Theft from Vehicle

Reported: 12-07-2023 1111

Delayed report of a theft from vehicle. Tools taken. Loss of around \$3,404.

Addresses Involved

100 block of Gleason Lake Rd, Wayzata, MN 55391 US

Theft from Vehicle

Reported: 12-06-2023 1931

Report of a theft from vehicle. Wallet with \$400 in cash taken.

Addresses Involved

2400 block of Wayzata Blvd W, Long Lake, MN 55356 US



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—DECEMBER 2023

Damage to Property - Criminal**Reported: 12-06-2023 0635**

Report of property damage. Table and rug damaged. Unknown total loss at this time.

Addresses Involved

600 block of Lake St, Wayzata, MN 55391 US

DWI**Reported: 12-05-2023 1804**

63-year-old male from Mound arrested for DWI, driving after cancellation--inimical to public safety, and ignition interlock violation. Male tested .12.

Addresses Involved

Barry Ave S & Wayzata Blvd E, Wayzata, MN 55391 US

Names Involved

(Arrested) Loken, Timothy Lee (Age: 63)

Warrant**Reported: 12-04-2023 2022**

63-year-old male from St. Louis Park arrested on outstanding warrants. Citation for driving without a valid license and no proof of insurance. Male transported to jail.

Addresses Involved

Wayzata Blvd E & Bushaway Rd, Wayzata, MN 55391 US

Names Involved

(Arrested) Hutson, Robert Marshall (Age: 63)

DWI**Reported: 12-03-2023 1614**

35-year-old female from Princeton arrested for DWI. Blood test results showed a BAC of .22.

Addresses Involved

Hwy 12 & Gleason Lake Rd, Wayzata, MN 55391 US

Names Involved

(Arrested) Herda Datta, Megan Nichole (Age: 35)

Theft**Reported: 12-01-2023 1857**

Report of a theft. Credit cards stolen from purse and used in another jurisdiction. Investigation ongoing.

Addresses Involved

700 block of Mill St, Wayzata, MN 55391 US

Burglary-Residential**Reported: 12-01-2023 0920**

Report of a burglary from 2018. Computer stolen by known suspect.

Addresses Involved

100 block of Wayzata Blvd E, Wayzata, MN 55391 US

Theft of Vehicle**Reported: 12-01-2023 0614**

Report of a motor vehicle theft. Vehicle entered into NCIC as stolen. Vehicle later recovered by Brooklyn Park Police and removed from NCIC. License plates entered into NCIC as stolen.

Addresses Involved

1300 block of Wayzata Blvd E, Wayzata, MN 55391 US



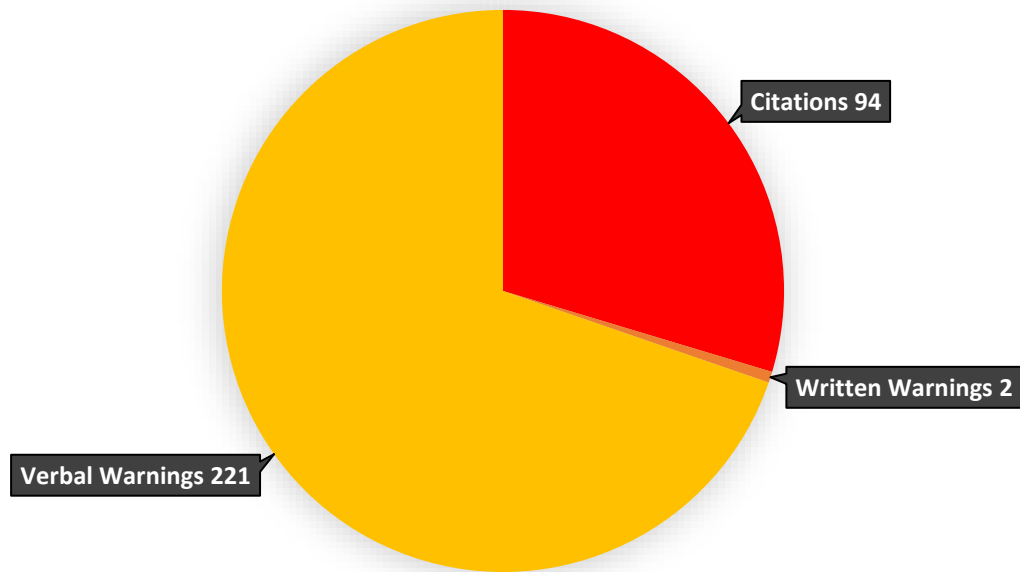
WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—DECEMBER 2023

Traffic Stats December 2023



Non-Criminal Activity	December 2023
VANDALISM/PROPERTY DAMAGE	1
MISSING PERSON	4
MISSING/LOST PROPERTY	2
FOUND PROPERTY	1
ABANDONED VEHICLE	2
RECOVERED STOLEN PROPERTY	1
PIMV	3
PDMV	6
H & R PDMV	3
PDMV & DEER	1
VEHICLE FIRE	1
FIRE ALARM	8
GAS LEAK/SMELL	1
HAZ ROAD CONDITION	9
OTHER MEDICAL	45
72 HOUR HOLD/EMERGENCY ADMISSION	1



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—DECEMBER 2023

WELFARE CHECK - ADULT	14
WELFARE CHECK - JUV	1
MENTAL HEALTH ISSUE	7
INFO REC'D	16
CIVIL MATTER	4
TRESPASS WARN/ORDER	1
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	16
SUSPICION	17
OPEN DOOR/WINDOW	2
FIREWORKS COMPL / WARN	2
MISC. JUVENILE PROBLEM	6
DRIVING/TRAFFIC COMPLAINT	21
PARKING COMPL	6
HOUSE/BUSINESS CHECKS	58
RECORD CHECKS	7
OTHER PERMITS	9
FIREARM PERMIT	5
HC SHERIFFS PERMIT TO CARRY	4
LIQUOR LICENSE CHECKS/PERMIT	9
ALCOHOL COMPLIANCE CHECK	29
PARKING PERMIT	1
OTHER ORD VIOL (JUNK CARS, ETC)	3
ANIMAL COMPLAINT/CHECK	11
FINGERPRINTS	13
ASSIST CHILD PROTECTION	1
MOTORIST ASSIST/STALL	18
UTILITY PROBLEM	4
PUBLIC ASSIST	29
LOCKOUT	4
BUSINESS ALARM	19
CO2 ALARM	1
HOME ALARM	11
911 HANG-UP	4
ASSIST OTHER DEPT	25
WARRANT/ATTEMPT/ARREST	1
TRAFFIC CONTROL / DIRECT ENFORCEMENT	6
RIDE-ALONG	1



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—DECEMBER 2023

Criminal Activity	December 2023
ASLT 5-MS-INFL OR ATTMPT HRM-NO WPN-ADLT STR	1
ASLT 5-MS-INFLICT BD HRM-HANDS-ASLT-AC	1
ASLT 5-MS-INFLICT BD HRM-HANDS-CHLD-ACQ	1
DOM ASLT-MS-INFLT BODILY HARM-NO WEAPON-AD-FAM	1
DOM ASLT-MS-THRT BODILY HARM-ADULT FAMILY	2
BURG 2-UNOCC RES NO FRC-D-UNK WEAP-COM THEFT	2
CON SUB 5-POSSESS-METHAM-NOT APPLICABLE	1
TRAFFIC-GM-OTHER-MV	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-10 OR MORE WIN 2 HRS-MV	1
TRAF-AC-GM-3RD DEG DWI-UI ALCOHOL-MV	1
TRAF-AC-GM-3RD DEG DWI-10 OR MORE WIN 2 HRS-MV	1
LIQUOR - SELLING	2
LIQUOR-INTOX LIQUOR LICENSES-PROHIBITED ACTS	2
DISTURB PEACE-MS-DISORDERLY CONDUCT	1
PROP DAMAGE-UNK LVL-PUBLIC-UNK INTENT	1
PROP DAMAGE-MS-PRIVATE-UNK INTENT	2
PROP DAMAGE-MS-PRIVATE-OTHER INTENT	1
STLN PROP-FE-POSSESS-GUNS-501-2500	1
THEFT-UNK LVL VAL-FRM BUILDING-MONEY	1
THEFT-201-500-MS-MOTOR VEH-MONEY	1
THEFT-1001-5000 DLRS FE-BLDG-OTHER PROPERTY	1
THEFT-1001-5000 DLRS FE-MTR VEHICLE-OTH PROP	1
THEFT-FE-IDENTITY THEFT-UNK LOSS	1
THEFT-MS-SHOPLIFTING-251-500	1
FRAUD-MS-OTHER ACT-250 OR LESS	1
VEH-UNKNOWN-MS-TAMPER WITH-ENTER-AUTO	1
VEH-MORE 2500-FE-MOT VEH USE-NO CONSENT-AUTO	1
VEH-MORE 2500-FE-PARTS-MOTOR VEH-AUTO	1
WEAPONS-UNK LVL-POSSESS-OTHER TYPE-NO CHAR	1
CRIM AGNST ADM JUST-MS-GIVE FLSE NAM POL	2



City of Wayzata City Council Agenda Report

MEETING DATE: January 23, 2024	AGENDA ITEM: 7.e
TITLE: Receipt of Building Activity Report	
PROPOSED MOTION: Not Applicable.	
PREPARED BY: Megan McCrady, Permit Technician	
REVIEWED BY: Jeffrey Dahl, City Manager, Emily Goellner, Community Development Director, Jason Wagner, Building Official	

ACTION REQUESTED:

The attached December 2023 Building Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

Not Applicable.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Not Applicable.

BACKGROUND:

Not Applicable.

ATTACHMENTS:

1. building activity report 2022-2023

2023

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	2023-YTD
BUILDING													
NUMBER OF BLDG. PERMITS	7	12	11	9	8	19	8	20	19	14	19	12	158
PROJECT VALUE	\$482,900.00	\$409,808.00	\$3,970,640.00	\$583,688.00	\$16,499,150.00	\$8,549,033.00	\$6,538,895.00	\$1,239,951.00	\$2,137,884.00	\$755,424.00	\$1,540,183.00	\$4,694,418.00	\$47,401,974.00
BUILDING PERMIT FEE	\$5,152.52	\$5,500.32	\$25,660.70	\$5,984.25	\$77,081.39	\$49,311.28	\$34,030.55	\$12,904.61	\$16,969.60	\$8,267.79	\$14,509.32	\$29,669.23	\$285,041.56
PLAN CHECK FEE	\$1,787.60	\$2,288.65	\$14,533.14	\$2,999.26	\$50,068.77	\$31,196.95	\$18,942.74	\$5,037.10	\$8,571.05	\$4,001.91	\$8,429.95	\$18,173.09	\$166,030.21
EXTERIOR													
NUMBER OF PERMITS	2	1	4	5	6	8	6	9	5	15	10	2	73
PROJECT VALUE	\$72,324.00	\$13,407.00	\$211,643.00	\$375,994.00	\$83,357.00	\$70,674.00	\$154,481.00	\$185,176.00	\$135,817.00	\$241,420.00	\$543,526.00	\$133,370.00	\$2,221,189.00
PERMIT FEE	\$ 966.37	\$ 263.32	\$ 2,401.52	\$ 3,713.39	\$ 1,526.84	\$ 1,482.70	\$ 2,548.02	\$ 3,196.99	\$ 2,052.87	\$ 4,462.49	\$ 5,896.06	\$ 1,644.84	\$ 30,155.41
MECHANICAL													
NUMBER OF PERMITS	8	12	12	10	14	9	9	15	21	16	13	10	149
PROJECT VALUE	122,256.00	726,153.00	127,900.00	91,206.00	170,804.00	284,960.00	1,061,183.00	329,251.00	162,832.00	596,152.00	115,014.00	152,354.00	3,940,065.00
PERMIT FEE	2,436.42	11,808.06	2,555.95	1,859.12	3,451.08	5,192.33	17,092.99	6,415.34	3,292.64	10,179.38	2,372.28	3,107.81	69,763.40
PLUMBING													
NUMBER OF PERMITS	12	6	11	14	8	7	4	16	16	5	10	8	117
PROJECT VALUE	\$150,537.00	\$70,009.00	\$109,611.00	\$107,011.00	\$145,585.00	\$16,437.00	\$499,310.00	\$257,898.00	\$353,821.00	\$22,900.00	\$202,013.00	\$86,059.00	\$2,021,191.00
PERMIT FEE	\$2,877.57	\$1,425.18	\$2,271.22	\$2,256.22	\$2,615.70	\$399.34	\$8,174.65	\$5,075.00	\$6,120.42	\$535.00	\$3,765.26	\$1,771.60	\$37,287.16
TOTAL # OF PERMITS	29	31	38	38	36	43	27	60	61	50	52	32	497
TOTAL INCOME	\$13,220.48	\$21,285.53	\$47,422.53	\$16,812.24	\$134,743.78	\$87,582.60	\$80,788.95	\$32,629.04	\$37,006.58	\$27,446.57	\$34,972.87	\$54,366.57	\$588,277.74

INSPECTIONS													
BUILDING	22	19	30	23	59	37	43	52	40	58	29	35	447
EXTERIOR	1	1	3	2	5	10	8	17	7	24	14	6	98
HVAC	12	9	43	10	31	24	25	35	41	38	18	20	306
PLUMBING	9	10	27	14	24	15	14	41	31	13	14	20	232
OTHER													
TOTAL # OF INSPECTIONS	44	39	103	49	119	86	90	145	119	133	75	81	1083

RENTAL													
INSPECTIONS	5	64	99	20	15	1	6	12	2	4	8	5	241

2022

	Jan-22	Feb-22	Mar-23	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	2022-YTD
BUILDING													
NUMBER OF BLDG. PERMITS	11	13	13	25	18	20	14	19	10	13	9	10	175
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	\$278,400.00	\$2,991,451.00	29,983,565
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	\$3,573.50	\$20,347.00	207,876
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	\$499.66	\$12,363.02	117,169
EXTERIOR													
NUMBER OF PERMITS	1	1	5	2	3	6	5	2	5	9	3	5	47
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	\$23,842.00	\$43,981.00	1,440,887
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	\$ 501.50	\$ 899.75	16,215
MECHANICAL													
NUMBER OF PERMITS	14	16	15	14	16	22	20	13	13	7	19	9	178
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	200,432.00	53,736.00	2,876,928
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	4,018.80	1,092.72	54,416
PLUMBING													
NUMBER OF PERMITS	8	13	7	17	13	8	18	19	8	10	11	3	135
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	\$167,545.00	\$7,400.00	1,149,999
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	\$3,321.40	\$160.00	28,170
TOTAL # OF PERMITS	34	43	40	58	50	56	57	53	36	39	42	27	535
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	\$11,914.86	\$34,862.49	\$423,847.05

INSPECTIONS													
BUILDING	30	66	35	42	53	61	57	51	78	43	51	32	599
EXTERIOR	2	0	1	2	1	4	1	3	2	4	5	1	26
HVAC	29	45	42	22	45	39	35	27	27	15	26	19	371
PLUMBING	17	20	23	30	24	27	24	35	23	17	19	13	272
OTHER													
TOTAL # OF INSPECTIONS	78	131	101	96	123	131	117	116	130	79	101	65	1268

RENTAL													
INSPECTIONS	6	37	78	37	12	6	6	3	1	0	1	0	187



City of Wayzata City Council Agenda Report

MEETING DATE: January 23, 2024	AGENDA ITEM: 7.f
TITLE: Approval of Professional Services Agreement with NEOGOV for Recruitment and Onboard Software and Implementation Services	
PROPOSED MOTION: To Approve the Services Agreement with NEOGOV for Recruitment and Onboarding Software and Implementation Services	
PREPARED BY: Aurora Yager, Deputy City Manager	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the services agreement with NEOGOV as presented.

FINANCIAL OR BUDGET CONSIDERATION:

The proposed service agreement would last three years at a cost of \$10,412 in 2024, \$11,439 in 2025, and \$13,332 in 2026. The City budgeted \$10,415 in the 2024 budget for this software and implementation service, so the actual cost is within the budget.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Achieve & Sustain Operational Excellence

NEOGOV's recruitment and onboarding software is identified as a Strategic Plan Initiative and will support having 21st century technology in the HR department.

BACKGROUND:

NEOGOV is the industry standard for recruitment software for public sector employment as they own the website [governmentjobs.com](https://www.governmentjobs.com). Securing a subscription to their recruitment and onboarding software would bring the following benefits to the City of Wayzata:

- **Increase the ease and efficiency for applicants to apply for jobs with the City.** Applicants right now have to download a PDF from our website and print/email it back to staff.
- **May increase applicants for city positions to ensure we are hiring the best of the best.** We have heard from both applicants and supervisors that not having an employer account with NEOGOV (governmentjobs.com) has deterred some applicants who don't want to spend the extra time on a more manual process when they are in high demand positions like police officers.
- **Increase the ease and efficiency of the recruitment process.** Currently, Human Resources (HR) is spending time combining all emailed application materials for each applicant, then manually scoring each candidate in Excel, and individually coordinating the interview schedule. NEOGOV would score the applications automatically, ensuring greater consistency and accuracy; compile, store, and route applicant materials to the appropriate place and people for a more streamlined process; and assist with contacting candidates for efficient interview scheduling.
- **Increase the efficiency and onboarding experience for new employees and HR.** Currently, HR prints out hard copies of all onboarding paperwork that new employees have to fill out when they meet with HR on their first day. These forms are then scanned to store in electronic personnel files. NEOGOV would allow these forms to be available for new employees to complete in their own time prior to starting, which would both save time and ensure that it is more accurately and fully completed on their first day.

Implementation is anticipated to begin in the second quarter and take about 12 weeks. It is expected to be in use and operational by the third quarter.

ATTACHMENTS:

1. City of Wayzata MN - NEOGOV Order Form
2. NEOGOV Services Agreement

Exhibit A Order Form



NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Sydney Carter

Wayzata, City of (MN)
600 Rice St E
Wayzata, MN 55391-1734
USA

Quote Valid From: 12/20/2023
Quote Valid To: 1/26/2024

Quote Number: Q-14009
PaymentTerms: Annual,Net 60
Subscription Term in Months: 36

Employee Count: 98
Order Summary

Year 1

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING	2/15/2024	2/14/2025	\$2,693.25
Insight Setup	ONE-TIME			\$2,700.00
Onboard Subscription	RECURRING	2/15/2024	2/14/2025	\$2,168.75
Onboard Setup	ONE-TIME			\$2,250.00
Governmentjobs.com Subscription	RECURRING	2/15/2024	2/14/2025	\$600.05
Year 1 TOTAL:				\$10,412.05

Year 2

15% off year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Onboard Subscription	RECURRING	2/15/2025	2/14/2026	\$4,663.83
Insight Subscription	RECURRING	2/15/2025	2/14/2026	\$5,335.88
Governmentjobs.com Subscription	RECURRING	2/15/2025	2/14/2026	\$1,438.97
Year 2 TOTAL:				\$11,438.68

Year 3

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING	2/15/2026	2/14/2027	\$6,325.88
Onboard Subscription	RECURRING	2/15/2026	2/14/2027	\$5,530.23
Governmentjobs.com Subscription	RECURRING	2/15/2026	2/14/2027	\$1,476.28
Year 3 TOTAL:				\$13,332.39

ORDER TOTAL (USD) : **\$35,183.12**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

Years 2 & 3 reflects annual cost increase from 2023-2024 from Year 1.

"NEOGOV warrants that the Services shall conform to and perform in accordance with the Program Documentation in all material respects."

**"Wayzata, City of
(MN)"**

Signature:

Print Name:

Date:

SERVICES AGREEMENT

V071423

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuchit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. “Professional Services” shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) as set forth in an Order Form within thirty (30) days of the date of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
 - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV’s request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
 - c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
 - d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
 - e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual

data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
- a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
 - b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
 - c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless

otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
- a) Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the

extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
18. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
19. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
20. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
21. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
22. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

- b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
- d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
- e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) **Assignment.** Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.
6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term “subcontractors” shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any

access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit B

Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements, and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.



City of Wayzata City Council Agenda Report

MEETING DATE: January 23, 2024	AGENDA ITEM: 7.g
TITLE: Adoption of Resolution 08-2024 Approving Closure and Transfer of Funds	
PROPOSED MOTION: To Adopt Resolution 08-2024 Approving the Closure and Transfer of Funds	
PREPARED BY: Aurora Yager, Deputy City Manager	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends adoption of Resolution 08-2024 as presented.

FINANCIAL OR BUDGET CONSIDERATION:

Following the final payments in 2023 for the Big Woods and Ferndale street projects, it was determined that the bond funds had the following amounts left over as excess that could be transferred for other city purposes:

Fund	Excess Fund Balance Remaining
311 (Ferndale Street Bonds)	\$23,798.40
315 (Big Woods Street Bonds)	\$251,014.07
Total	\$274,812.47

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Not Applicable.

BACKGROUND:

Final bond payments for the Big Woods and Ferndale street projects were made in 2023. Now that the obligations have been fully paid, there remains about \$275,000 worth of excess bond revenues that can be reallocated for other city purposes. Based on the City's Long-Term Financial Plan and Capital Improvement Plan, staff recommends transferring \$50,000 of this excess to the Parks and Trails CIP and transferring the remainder to the Facilities and Infrastructure CIP as outlined in Resolution 08-2024.

This potential action was discussed during the 2024 budget process.

ATTACHMENTS:

1. RES 08-2024 Fund Closure and Transfer

CITY OF WAYZATA

RESOLUTION NO. 08-2024

A RESOLUTION APPROVING CLOSURE AND TRANSFER OF FUNDS

WHEREAS, the City has the following funds related to the bonds for the Big Woods and Ferndale Street projects that need to be closed effective December 31, 2023:

Close fund	Into fund
311 (Ferndale Street Bonds)	408 (Facilities CIP) – \$23,798.40
315 (Big Woods Street Bonds)	404 (Parks and Trails CIP) - \$50,000.00 408 (Facilities CIP) – \$201,014.07

WHEREAS, the projects that these funds were created for are closed and no longer needed; and

WHEREAS, combining these funds will require the closure of the above mentioned funds and the transfer of net equity; and.

NOW, THEREFORE, BE IT RESOLVED, by the City that these fund closures and transfers are approved effective December 31, 2023.

Adopted by the City Council of the City of Wayzata this 23rd day of January, 2024.

Alex Plechash, Mayor Pro Tem

Attest: _____
Jeffrey Dahl, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution Adopted.

I hereby certify that the foregoing is a true and correct copy of Resolution No. 08-2024 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 23, 2024.

Kathy Leervig, City Clerk

SEAL



City of Wayzata City Council Agenda Report

MEETING DATE: January 23, 2024	AGENDA ITEM: 7.h
TITLE: Authorization to Solicit Bids for the 2024 Mill & Overlay Project	
PROPOSED MOTION: To Authorize Solicitation of Bids for the 2024 Mill & Overlay Project	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends that the Council authorize solicitation of bids for the 2024 Mill & Overlay project.

FINANCIAL OR BUDGET CONSIDERATION:

This project is proposed to be funded using the Streets Capital Improvement Plan (CIP). The current construction cost estimate is \$646,820, which includes a 15% contingency. Design and construction inspection is being provided by City staff.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Sustain Community Character & Safety

The City strives to have a well maintained infrastructure.

BACKGROUND:

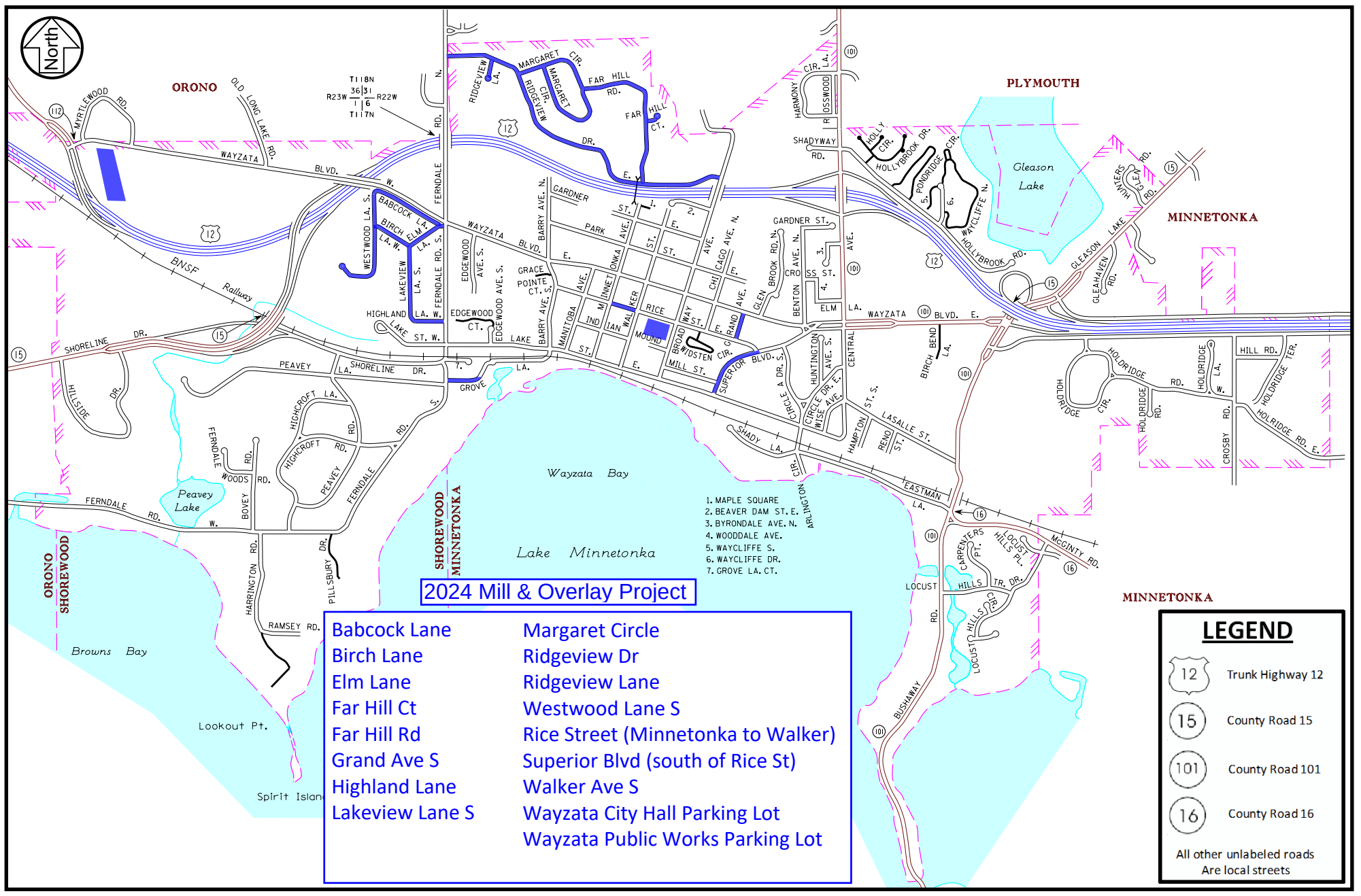
This project proposes to mill and overlay several streets within the City. The streets include Babcock Lane, Birch Lane, Elm Lane, Highland Lane, Lakeview Lane S, Westwood Lane, Far Hill Court, Far Hill Road, Margaret Circle, Ridgeview Drive, Ridgeview Lane, Grand Ave S, Rice Street (Minnetonka to Walker), Superior Blvd (south of Rice Street), Walker Ave S, the City Hall Parking Lot, and the Public Works Parking Lot.

Staff proposes to open bids on March 7, 2024. Bids would be reviewed and a contract potentially awarded by the City Council at the March 12, 2024 meeting. A location plan for the project and draft advertisement for bid are attached for review. Based on project circumstances and cost, there is no plan to add additional stormwater infrastructure, such as curb and gutter, with this year's project.

The project is proposed to be completed between May 28 and September 13, 2024.

ATTACHMENTS:

1. 2024 Mill & Overlay Project Location Map
2. DRAFT - Ad for Bid



2024 Mill & Overlay Project

- | | |
|-----------------|------------------------------------|
| Babcock Lane | Margaret Circle |
| Birch Lane | Ridgeview Dr |
| Elm Lane | Ridgeview Lane |
| Far Hill Ct | Westwood Lane S |
| Far Hill Rd | Rice Street (Minnetonka to Walker) |
| Grand Ave S | Superior Blvd (south of Rice St) |
| Highland Lane | Walker Ave S |
| Lakeview Lane S | Wayzata City Hall Parking Lot |
| | Wayzata Public Works Parking Lot |

1. MAPLE SQUARE
2. BEAVER DAM ST. E.
3. BYRONDALE AVE. N.
4. WOODDALE AVE.
5. WAYCLIFFE S.
6. WAYCLIFFE DR.
7. GROVE LA. CT.

LEGEND

Trunk Highway 12

County Road 15

County Road 101

County Road 16

All other unlabeled roads
Are local streets

ADVERTISEMENT FOR BIDS

2024 BITUMINOUS MILL & OVERLAY

CITY PROJECT NO. STR-2024-03

BIDS CLOSE MARCH 7, 2024

WAYZATA, MN.

NOTICE TO BIDDERS

Sealed bids will be received until 11:00 A.M. CDST on March 7th, 2024 by the City Engineer at Wayzata City Hall, 600 Rice Street East, Wayzata, MN 55391 for the Bituminous Mill & Overlay of certain City streets in the City of Wayzata.

Approximate quantities are as follows:

Type SP 9.5 Wearing Course Mix (2,B)	5,000	Tons
Bituminous Material for Tack Coat	3,300	Gallons
Mill Bituminous Surface (1.5")	49,800	Sq Yd
Mill Bituminous Surface (2.0")	3,800	Sq Yd

All bids shall be submitted to the City Engineer, City of Wayzata, 600 Rice Street East, Wayzata, Minnesota 55391, and shall be in accordance with specifications on file in the office of the Director of Public Works. All bids received after 11:00 A.M. CDST on March 7th, 2024 will be returned to the bidder.

Bids will be opened and read publicly by the Wayzata City Engineer or his designated representative, immediately after the hour set for receiving bids at City Hall, 600 Rice Street East, Wayzata, Minnesota 55391.

Complete digital contract bidding documents are available at www.QuestCDN.com. You may download the digital plan documents for \$30.00 by inputting QuestCDN project #8897079 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Proposals, Plans and Specifications may also be examined at the office of the City Engineer, Wayzata Public Works, 299 Wayzata Boulevard West., Wayzata, Minnesota 55391.

All bids shall be accompanied by a cashier's check, certified check or bid bond payable to the City of Wayzata for an amount no less than five percent (5%) of the bid. The City reserves the right to reject any or all proposals, to waive informalities in the proposal procedure and to accept any proposal deemed to be in the City's best interest. No proposal may be withdrawn within thirty days of the date of the bid opening.

DATED: January 23, 2024

BY THE ORDER OF THE CITY COUNCIL

s/s Michael H. Kelly, Jr., PE
Director of Public Works
Wayzata, MN

Published in the: Finance & Commerce February 9th, 2024, and February 16th, 2024
Sun Sailor February 8th, 2024



City of Wayzata City Council Agenda Report

MEETING DATE: January 23, 2024	AGENDA ITEM: 7.i
TITLE: Authorization to Solicit Bids for the 2024 Seal Coat Project	
PROPOSED MOTION: To Authorize Solicitation of Bids for the 2024 Seal Coat Project	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends that the Council authorize solicitation of bids for the 2024 Seal Coat Project.

FINANCIAL OR BUDGET CONSIDERATION:

This project is proposed to be funded using the Streets Capital Improvement Plan (CIP). The current construction cost estimate is \$135,000, which includes a 15% contingency. Design and construction inspection is being provided by City staff.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Sustain Community Character & Safety

The City strives to have a well maintained infrastructure.

BACKGROUND:

This project proposes to seal coat several streets within the City. A location map for the project and draft advertisement for bid are attached for review.

Staff proposes to open bids on March 7, 2024. Bids would be reviewed and a contract potentially awarded by the City Council at the March 12, 2024 meeting.

The project is proposed to be completed between May 28 and September 13, 2024.

ATTACHMENTS:

1. 2024 Seal Coat Project Location Map
2. DRAFT - Ad for Bid



ORONO

PLYMOUTH

MINNETONKA

SHOREWOOD
MINNETONKA

MINNETONKA

2024 Seal Coat Streets

- | | |
|-------------------|------------------------|
| Bovey Rd | Harrington Rd |
| Byrondale Ave N | Lake St E |
| Carpenters Pt | Locust Hills Cir |
| Circle A Dr | Locust Hills Dr |
| Cross St | Locust Hills Pl |
| Eastman Ln | Parking Lot E |
| Edgewood Ave S | Ramsey Rd |
| Ferndale Rd S | Wooddale Ave |
| Ferndale Rd W | 195 Bushaway Rd access |
| Ferndale Woods Rd | |
| Grove Ln E | |
| Grove Ln Ct | |

Do Not Seal Coat
Porous Asphalt
Pavement

1. MAPLE SQUARE
2. BEAVER DAM ST. E.
3. BYRONDALE AVE. N.
4. WOODDALE AVE.
5. WAYCLIFFE S.
6. WAYCLIFFE DR.
7. GROVE LA. CT.

LEGEND

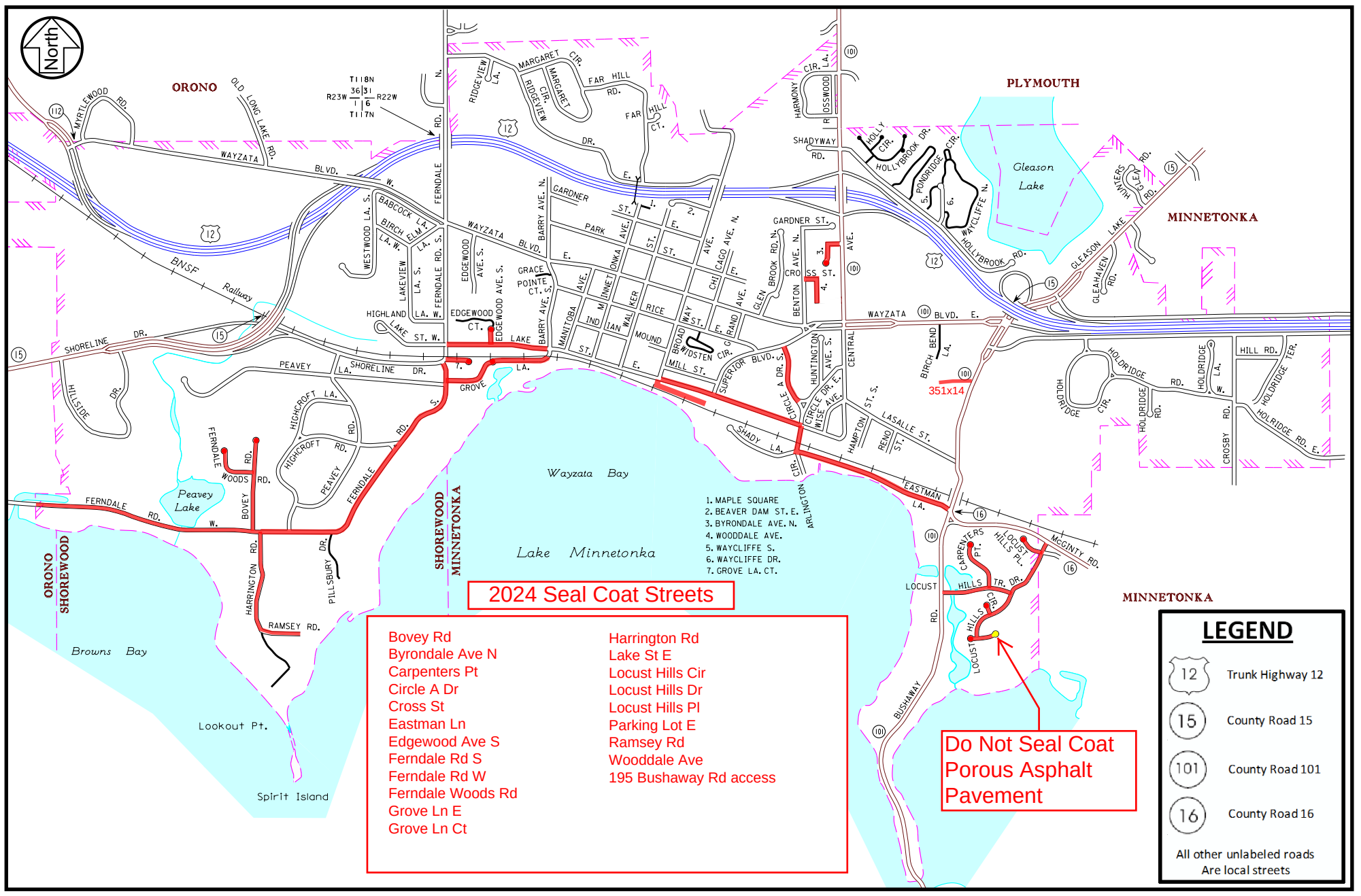
Trunk Highway 12

County Road 15

County Road 101

County Road 16

All other unlabeled roads
Are local streets



ADVERTISEMENT FOR BIDS

**2024 BITUMINOUS SEAL COAT
CITY PROJECT NO. STR-2024-02**
BIDS CLOSE MARCH 7, 2024
WAYZATA, MN.

NOTICE TO BIDDERS

Sealed bids will be received until 11:30 A.M. CDST on March 7th, 2024 by the City Engineer at Wayzata City Hall, 600 Rice Street, Wayzata, MN 55391 for the 2024 Bituminous Seal Coat Project in the City of Wayzata.

Approximate quantities are as follows:

18,000 Gallons	Bituminous Material for Seal Coat (CRS-2)
850 Tons	FA-2, Class A, Crushed Granite

All bids shall be submitted to the City Engineer, City of Wayzata, 600 Rice Street, Wayzata, Minnesota 55391, and shall be in accordance with specifications on file in the office of the City Engineer. All bids received after 11:30 A.M. CDST on March 7th, 2024 will be returned to the bidder.

Bids will be opened and read publicly by the Wayzata City Engineer or his designated representative, immediately after the hour set for receiving bids at City Hall, 600 Rice Street, Wayzata, Minnesota 55391.

Complete digital contract bidding documents are available at www.QuestCDN.com. You may download the digital plan documents for \$30.00 by inputting QuestCDN Project #8897081 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Proposals, Plans and Specifications may also be examined at the office of the City Engineer, Wayzata Public Works, 299 Wayzata Blvd W., Wayzata, Minnesota 55391.

All bids shall be accompanied by a cashier's check, certified check or bid bond payable to the City of Wayzata for an amount no less than five percent (5%) of the bid. The City reserves the right to reject any or all proposals, to waive informalities in the proposal procedure and to accept any proposal deemed to be in the City's best interest. No proposal may be withdrawn within thirty days of the date of the bid opening.

Michael H. Kelly, Jr., P.E.
Director of Public Works/City Engineer

Published in the:	Finance & Commerce	February 9 th , 2024, and February 16 th , 2024
	Sun Sailor	February 8 th , 2024



City of Wayzata City Council Agenda Report

MEETING DATE: January 23, 2024	AGENDA ITEM: 7.j
TITLE: Adoption of Resolution 07-2024 Denying PUD Amendment and Shoreland PUD/CUP at 825 Mill Street East	
PROPOSED MOTION: To Adopt Resolution 07-2024 Denying PUD Amendment and Shoreland PUD/CUP at 825 Mill Street East	
PREPARED BY: Valerie Quarles, Assistant Planner	
REVIEWED BY: Emily Goellner, Community Development Director, Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends adoption of Resolution 07-2024 Denying PUD Amendment and Shoreland PUD/CUP at 825 Mill St E.

FINANCIAL OR BUDGET CONSIDERATION:

Typical application fees would be required for this proposal.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Sustain Community Character & Safety

In reviewing development applications, the City strives to manage development in a thoughtful way.

BACKGROUND:

Owner, Wayzata Bay Superior Retail, submitted a development application to convert the former Lunds and Byerly's space at 825 Mill St to 12 residential apartments. The development project includes requests for a Planned Unit Development Amendment to include residential use as a permitted use in the space, and a Shoreland Residential Conditional Use Permit to allow for an increased number of residential units in the Shoreland Overlay District. No written public comments have been received as of January 17.

The Planning Commission recommended approval of the application by a 4-3 vote at their November 6 meeting. The City Council voted to direct staff to prepare a resolution of denial for the project at their January 9 meeting, by a vote of 4-1.

ATTACHMENTS:

1. Resolution 07-2024 Denying PUD Amendment and Shoreland PUD/CUP at 825 Mill St E

RESOLUTION NO. 07-2024**RESOLUTION DENYING PUD AMENDMENT AND SHORELAND PUD/CUP
AT 825 MILL STREET EAST**

WHEREAS, applicant Presbyterian Homes and Services (PHS) (the “Applicant”) and the property owners listed on Attachment A hereto, have submitted an application (the “Application”) for approval of (i) a Planned Unit Development amendment to the Promenade of Wayzata Planned Unit Development (PUD) Plan and PUD District for the property at 825 Mill Street East (depicted and described on Attachment A, the “Property”) to expand the permitted uses within such designated area of the PUD (depicted in Attachment B) to include multi-family residential uses (the “PUD Amendment” and “PUD Zoning District Amendment”); and (ii) a Shoreland PUD/Conditional Use Permit for more than five new residential condominium units within the Shoreland District (the “Shoreland PUD/CUP”); and

WHEREAS, the Wayzata Planning Commission, pursuant to the Zoning Ordinance, held a public hearing on the Application, made findings of fact on each of the land use requests in the Application, and delivered a Report and Recommendation to the City Council recommending approval of the Application (the “PC Report”); and

WHEREAS, the Council reviewed the PC Report and the Application at its January 9, 2024 meeting, and based on the facts in the record, and the presentations, public comment, and discussions of Council at the meeting, directed City staff to prepare a draft resolution to deny the Application for consideration at the next City Council meeting.

NOW THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota as follows:

Based on the Application materials, additional information conveyed by the Applicant, staff reports, public comment and information presented at the public hearing and previous City Council Meeting, the standards of the Wayzata Zoning Ordinance, and the deliberations of the Planning Commission and City Council, all of which are incorporated by reference in this Resolution, the City Council of the City of Wayzata hereby finds, confirms and memorializes that the Application and requests therein do not meet all of the applicable requirements of Wayzata’s Zoning Ordinance, based on the following findings of fact:

1. Zoning District Amendment. The proposed residential use associated with the PUD Amendment (the “Proposed Uses”) would have an adverse effect on surrounding properties and downtown area, and accordingly does not meet the standards for a zoning ordinance amendment:

- A. The Proposed Uses would not meet the policies of the Comp Plan that call for vibrant commercial and retail at ground level in the downtown business district. The Property has been guided exclusively for commercial uses according to a carefully considered and much deliberated PUD plan, and the project associated with the Application would make the Property multi-family residential, and unlikely to be used for commercial and retail in the foreseeable future.
- B. The Proposed Uses for the Property are not consistent with current and future land uses in the area, which includes a mixture of commercial, residential, and institutional uses in the downtown mixed-use district, and an emphasis on street level commercial and retail uses.
- C. The Proposed Uses would adversely impact surrounding properties by converting limited available commercial and retail space in the downtown mixed-use district to entirely residential use.

2. PUD Amendment.

- A. Health Safety and Welfare; Intent and Purpose of PUDs. The PUD Amendment (resulting in the “Amended PUD”) does not conform with the overall intent and purpose of a PUD as outlined in Chapter 933 of the Zoning Ordinance, and the original intent and purpose of the existing 2008 PUD, of which the Property is a part. The approvals and plans associated with the 2008 PUD called for and emphasized the importance of ground floor retail, especially in areas fronting Superior and Wayzata Boulevards. While the City has subsequently recognized and addressed changes in market conditions, and approved PUD Amendments in 2019 (Resolution 29-2019) and in 2020 (Resolution 46-2020) to provide the PUD with more flexibility in permitted and conditional uses, the current requested Amended PUD would affect an entire block, negatively impacting the proportion and balance of critical commercial and retail space in the PUD and downtown mixed-use district. The Council remains unpersuaded that the current retail environment in downtown Wayzata and in the Existing PUD precludes Applicant from leasing the space for commercial uses that are permitted under the Existing PUD and zoning district.
- B. Intent and Purpose of PUDs. The Amended PUD would not encourage the following:
 - 1. Innovations in development to the end that the growing demands for all styles of economic expansion may be met by greater variety in type, design, and placement of structures and uses. Converting a significant space in the development to residential does not encourage future innovations in commercial usage.

2. A development pattern in harmony with the objectives of the Wayzata Comprehensive Plan, in particular a vibrant and active downtown business district and commercial core.
 3. A more desirable and creative environment than might be possible through the strict application of zoning and subdivision regulations of the City, as the PUD plan and previous subsequent amendments are already intended to provide that flexibility.
- C. General Standards. The Amended PUD would materially impact some of the fourteen (14) general standards listed in Section 933.2.A of the Zoning Ordinance, most importantly those related to the goals of the City's Comprehensive Plan for the downtown mixed-use district and retail core as noted in this Resolution.
3. Shoreland PUD/Conditional Use Permit.
- A. Because the PUD Amendment for more than five dwelling units has been denied, approval of the requested Shoreland PUD/CUP is moot and no longer applicable.

Based on the foregoing, the (i) PUD Amendment, (ii) PUD Zoning District Amendment, and (iii) the Shoreland PUD/CUP, as defined in the PC Report and Application, are hereby **DENIED**.

Adopted by the Wayzata City Council this 23rd day of January 2024.

Johanna Mouton, Mayor

ATTEST:

Jeffrey Dahl, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:
Abstained:
Absent:
Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 23, 2024.

Kathy Leervig, City Clerk
SEAL

DRAFT

Attachment A:
Legal Description and Property Information of Redevelopment Property

Property Address	Owner	PID	Legal Description	Torrens Certificate #
101 Promenade Ave.	Wayzata Bay Senior Housing, Inc.	0611722420094	Tract A, Registered Land Survey No. 1811	1349949
825 Mill St. E.	Wayzata Bay Superior Retail, LLC	0611722420095	Tract B, Registered Land Survey No. 1811	1349952
121 Promenade Ave.	The Promenade Master Association	0611722420097	Tract D, Registered Land Survey No. 1811	1369948

Attachment BMap of Permitted and Conditional Uses in the Promenade PUD
and Legal Description of PUD Property

Address	801 Lake Street East
PID	06-117-22-42-0102
Legal Description	Tract D, Registered Land Survey No. 1820, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1400324

Address	350 Superior Blvd
PID	06-117-22-42-0107
Legal Description	Tract K, Registered Land Survey No. 1820, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1380072

Address	300 Superior Blvd
PID	06-117-22-42-0101
Legal Description	Tract C, Registered Land Survey No. 1820, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1380076

Address	99 Address Unassigned
PID	06-117-22-42-0106
Legal Description	Tract H, Registered Land Survey No. 1820, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1400324

Address	803 Lake St E
PID	06-117-22-42-0100
Legal Description	Tract B, Registered Land Survey No. 1820, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1380076

Address	801 Mill St E
PID	06-117-22-42-0103
Legal Description	Tract E, Registered Land Survey No. 1820, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1380076

Address	825 Lake St E
PID	06-117-22-42-0099
Legal Description	Tract A, Registered Land Survey No. 1820, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1380074

Address	829 Mill St E
PID	06-117-22-42-0104
Legal Description	Tract F, Registered Land Survey No. 1820, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1380074

[cont.]

Address	301 Promenade Ave
PID	06-117-22-42-0105
Legal Description	Tract G, Registered Land Survey No. 1820, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1380076

Address	320 Promenade Ave
PID	06-117-22-41-0098
Legal Description	Tract I, Registered Land Survey No. 1820, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1400324

Address	847 Lake St E
PID	06-117-22-41-0099
Legal Description	Tract J, Registered Land Survey No. 1820, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1380076

Address	101 Promenade Ave
PID	06-117-22-42-0094
Legal Description	Tract A, Registered Land Survey No. 1811, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1349949

Address	825 Mill St E
PID	06-117-22-42-0095
Legal Description	Tract B, Registered Land Survey No. 1811, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1349952

Address	202 Superior Blvd
PID	06-117-22-42-0096
Legal Description	Tract C, Registered Land Survey No. 1811, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1349952

[cont.]

Address	121 Promenade Ave
PID	06-117-22-42-0097
Legal Description	Tract D, Registered Land Survey No. 1811, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1369948

Address	849 Mill St E
PID	06-117-22-42-0098
Legal Description	Tract E, Registered Land Survey No. 1811, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1349952

Address	100 Promenade Ave
PID	06-117-22-42-0090
Legal Description	Lot 1, Block 5, Wayzata Bay Center, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1369949

Address	879 Lake St N
PID	06-117-22-41-0110
Legal Description	Tract B, Registered Land Survey No. 1834, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1400330

Address	200 Promenade Ave
PID	06-117-22-41-0111
Legal Description	Tract C, Registered Land Survey No. 1834, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1400329

Address	202 Promenade Ave
PID	06-117-22-41-0112
Legal Description	Lot 12, "Maple Crest, Wayzata Lake Minnetonka", Hennepin County, Minnesota.
Abstract or Torrens?	Abstract
Certificate No.	N/A

[cont.]

Address	925 Lake St E
PID	06-117-22-41-0177
Legal Description	Tract B, Registered Land Survey No. 1848, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1446147

Address	99 Address Unassigned
PID	06-117-22-41-0178
Legal Description	Tract C, Registered Land Survey No. 1848, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1446152

Address	925 Lake St E
PID	06-117-22-41-0181
Legal Description	Tract F, Registered Land Survey No. 1848, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1446148

Address	300 Engel St
PID	06-117-22-41-0182
Legal Description	Tract G, Registered Land Survey No. 1848, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1446144

Address	925 Lake St E
PID	06-117-22-41-0183
Legal Description	Tract H, Registered Land Survey No. 1848, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1446149

Address	99 Address Unassigned
PID	06-117-22-41-0184
Legal Description	Tract I, Registered Land Survey No. 1848, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1446153

[cont.]

Address	937 Lake St E
PID	06-117-22-41-0186
Legal Description	Tract K, Registered Land Survey No. 1848, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1446145

Address	981 Lake St E
PID	06-117-22-41-0187
Legal Description	Tract L, Registered Land Survey No. 1848, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1446146

Address	925 Lake St E
PID	06-117-22-41-0190
Legal Description	Tract O, Registered Land Survey No. 1848, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1446150

Address	925 Lake St E
PID	06-117-22-41-0191
Legal Description	Tract P, Registered Land Survey No. 1848, Hennepin County, Minnesota.
Abstract or Torrens?	Torrens
Certificate No.	1446151



City of Wayzata City Council Agenda Report

MEETING DATE: January 23, 2024	AGENDA ITEM: 7.k
TITLE: Receipt of Memorandum of Understanding (MOU) with The Wayzata Conservancy for Panoway Dock Funding	
PROPOSED MOTION: Not applicable.	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

This MOU is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

This MOU clarifies that The Conservancy will be funding the approximate \$200,000 added cost for kebony wood material on the new municipal docks. Kebony is the same material as the lakewalk. But for The Conservancy's commitment to fund this added cost, the City would have to utilize a cheaper option to remain on budget.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Sustain Community Character & Safety

The Panoway Project has been the City's highest priority in terms of enhancing its infrastructure and amenities. It will enhance the lakeside character of the community.

Diversify Revenue

Utilizing philanthropic funds through The Wayzata Conservancy decreases the dependency on public funds.

BACKGROUND:

At the November 2nd Special Meeting, the Council was provided options to move forward with the construction of the municipal docks with three options to ensure the project was on budget. The three options were:

- Authorize staff to enter into Change Order Agreement to use alternate decking material (aluminum) for an approximate savings of \$250,000.
- Authorize staff to enter into Change Order Agreement to omit Depot Dock construction for an approximate savings of \$450,000.
- Direct staff to work with The Wayzata Conservancy on a MOU committing to funding any budget overage.

After significant discussion with the City Council and The Conservancy, the Council voted to direct staff to work with The Wayzata Conservancy on an MOU to fund any budget overage as it relates to utilizing kebony decking material on the docks. Attached is the draft MOU. It was drafted by the City, reviewed by both The Conservancy and the City Attorney, and is consistent with a similar MOU that articulates The Conservancy's funding of Maintenance and Operations for 10 years.

ATTACHMENTS:

1. Panoway Dock MOU -1.18.24

Panoway Dock Funding
Memorandum of Understanding
Between The Wayzata Conservancy and the City of Wayzata

This Memorandum of Understanding is made by and between The Wayzata Conservancy, a 501 (c3) non-profit corporation (referred to as "The Conservancy") and the City of Wayzata (referred to as the "City") to clarify the dynamic and intricate funding process of the Panoway Municipal Docks and Lakewalk (Phase 2) construction, including its decking material.

Background

The City is in the process of permitting and constructing Phase 2 as part of its larger "Panoway on Wayzata Bay" project south of Lake Street along the shoreline of Lake Minnetonka (referred to as the "Project").

By virtue of this Memorandum, The Conservancy pledges to use its best efforts to help fund currently unexpected construction costs of Phase 2 (the Budget Overage) above the \$11,463,000 budget that was presented at the November 2, 2023 City Council Meeting. The Budget Overage will vary based on the information provided by the City's construction manager for Phase 2 and currently stands at approximately \$200,000.

Funding and Reimbursement Expectations

To ensure alignment on the funding process, the City and The Conservancy plan to do the following:

1. Funding

The Conservancy will use its best efforts to provide funds to the City within two weeks after final close out of Phase 2, which is planned to be June 30, 2024 ("Close Out Date"), in the amount of the Budget Overage, now estimated to be approximately \$200,000 without consideration of budgeted contingency funds.

Such payment will be made in one installment from otherwise unrestricted funds raised between January 1, 2024 and Close Out Date of the Project.

The City will notify The Conservancy if the Close Out Date is moved later than June 30, 2024 and if there is any adjustment in the amount of the Budget Overage.

The Conservancy will notify the City within 30 days of the then current Close Out Date if they are unable to provide full funding for the Budget Overage as expected above.

2. Collaboration

The City will collaborate with The Conservancy and use its best efforts to assist in The Conservancy's pursuits in funding the Budget Overage.

3. Construction

This Memorandum of Understanding does not obligate the City to construct the Project or The Conservancy to provide funds. Construction of the Project requires a separate agreement between the City and a General Contractor.

CITY OF WAYZATA, a Minnesota municipal corporation

By: _____ Date: _____

Its City Manager

THE WAYZATA CONSERVANCY, a 501 (c3) non-profit corporation

By: _____ Date: _____

Its Chair



City of Wayzata City Council Agenda Report

MEETING DATE: January 23, 2024	AGENDA ITEM: 8.a
TITLE: Consider Adoption of Resolution 05-2024 Appointing Parks & Trails Board Member	
PROPOSED MOTION: To Adopt Resolution 05-2024 Appointing Parks & Trails Board Member	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends adoption of Resolution 05-2024.

FINANCIAL OR BUDGET CONSIDERATION:

Not Applicable.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Not Applicable.

BACKGROUND:

In October 2023, the City solicited applications for vacancies on Boards and Commissions. Applicant interviews with the City Council were scheduled for December 19, 2023, prior to the Council Meeting. Two candidates interviewing for the Planning Commission expressed interest in the Parks & Trails Board if they were not appointed to the Planning Commission. The Council should consider a motion to adopt the attached resolution with the preferred appointment.

ATTACHMENTS:

1. Resolution 05-2024

CITY OF WAYZATA

RESOLUTION NO. 05-2024

RESOLUTION APPOINTING PARKS AND TRAILS BOARD MEMBER

BE IT RESOLVED by the City Council of Wayzata, Minnesota as follows:

Section 1. BACKGROUND

- 1.1 Vacancy. At the end of 2023, the terms of two members of the Parks and Trails Board expired.
- 1.2 Applicants. In October of 2023 the City solicited applications from those who wished to be considered by the Council to fill the vacancies on the Parks and Trails Board.

Section 2. STANDARDS

- 2.1 City Council Appointment. Section 18 of the Revised Charter of the City of Wayzata empowers the City Council to create and appoint a Parks and Trails Board.

Section 3. CITY COUNCIL ACTION

- 3.1 The City Council of Wayzata hereby finds the following person eligible to serve as member of the Parks and Trails Board and appoints them as a member of the Board as follows:
 1. Blake Cameron shall serve a full three-year term to expire on December 31, 2026.

Adopted by the Wayzata City Council this 23rd day of January, 2023.

Mayor Johanna Mouton

ATTEST:

City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of Resolution No. 05-2024 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 23, 2024.

City Clerk Kathy Leervig

SEAL



City of Wayzata City Council Agenda Report

MEETING DATE: January 23, 2024	AGENDA ITEM: 8.b
TITLE: Consider Approval of First Reading of Ordinance 835 Amending City Code Chapter 716 Related to Charitable Gambling	
PROPOSED MOTION: To Approve the First Reading of Ordinance 835 Amending City Code Chapter 716 Related to Charitable Gambling	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the first reading of Ordinance 835 Amending City Code Chapter 716 Related to Charitable Gambling

FINANCIAL OR BUDGET CONSIDERATION:

The Wayzata American Legion Post 118 has provided a proposal noting their willingness to donate 15-25% of net profits from Pull Tabs to the City, in a similar arrangement as the Lions, albeit in a smaller percentage. Please note that the City has no legal ability to ensure the City receives any percentage of pull tabs revenue aside from an administrative fee of up to 10% that the City currently does not charge.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Diversify Revenue

The potential for additional funding to City departments, such as the Fire Department, could offset expenses like equipment in the City's Capital Improvement Plan.

Sustain Community Character & Safety

Allowing other community-based organizations to utilize charitable gambling would increase their effectiveness and contribution within the community.

BACKGROUND:

The Wayzata American Legion Post 118 approached the City about expanding the option to allow Pull Tabs to be sold at the Legion. Currently, the City Code states that only one license and one location are allowed in the City. The Wayzata Lions Club hold the only license and operate at the Wayzata Bar and Grill. Attached is a narrative of the Legion's request.

On January 9, 2024, staff discussed the request from the Legion with the Council during a workshop. Council directed staff to move forward with the code amendment and requested staff to report back to the Council in a year on the impact to the budget and operations for both license holders (Wayzata Lions and American Legion).

ATTACHMENTS:

1. Ordinance 835
2. American Legion Request

**CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA
ORDINANCE NO. 835**

**AN ORDINANCE AMENDING CHAPTER 716 OF WAYZATA CITY CODE
RELATED TO PERMITTED LOCATIONS FOR SALE OF PULL TABS**

WHEREAS, City Code currently provides that only one location in the City may be used for the sale of pull tab charitable gambling;

WHEREAS, the Wayzata Lions Club is authorized to sell pull tabs at the Wayzata Bar and Grill, and the net proceeds from such sales are contributed to a variety of charities and community assets, including the Wayzata Fire Relief Association; and

WHEREAS, the City has the authority to allow the sale of pull tabs by other state-licensed organizations at other locations in Wayzata, and the American Legion Post 118 at 949 Wayzata Boulevard is such an organization with years of experience in conducting other lawful charitable gambling that contributes to a variety of charities and community assets in Wayzata;

NOW THEREFORE, THE CITY OF WAYZATA ORDAINS:

Section 1. Amendments to Chapter 716. Chapter 716 of the Wayzata City Code (Gambling) is hereby amended to read in its entirety as follows (underlined text added; ~~struck~~ text deleted):

CHAPTER 716 GAMBLING

716.01 - Purpose.

The purpose of this Chapter is to regulate and control the conduct of lawful gambling within the City.

(Ord. 436 [3-5-1985]; Ord. 579 [12-5-1995])

716.02 - Definitions.

The words and terms used in this Chapter shall have the meanings given them by Minn. Stats. § 349.12-~~(1984)~~.

A. **"Eligible Organization"** shall mean any fraternal, religious, veterans or other non-profit organization which has been in existence for at least three years and which has at least 15 active members.

(Ord. 436 [3-5-1985])

716.03 - Prohibition.

No lawful gambling shall be conducted within the City unless specifically authorized by this Chapter.

(Ord. 436 [3-5-1985])

716.04 - Permitted Gambling.

The following forms of lawful gambling are hereby permitted in accordance with Minn. Stats. Ch. 349, and Minnesota Rules, as such statutes and rules may be amended from time to time:

- A. Bingo may be conducted by an organization if it has obtained a license to conduct bingo from the Minnesota Charitable Gambling Control Board and conducts such bingo in compliance with Minnesota law, Stats. § 349.214, Subd. 1 (1984).
- B. Bingo may be conducted by an eligible organization without a license if such conduct is exempt from licensing in accordance with Minnesota law, Stats. § 349.214, Subd. 1 (1984).
- C. Raffles may be conducted by an eligible organization in accordance with rules of the Minnesota Charitable Gambling Control Board, provided that no such organization shall conduct more than four raffles per year.

(Ord. 443 [9-3-1985])

D. Pull Tabs.

- 1. The sale of pull tabs may be conducted by an organization if it has obtained a license to conduct the sale of pull tabs from the Minnesota Charitable Gambling Control Board and conducts such sale in compliance with Minnesota law, Stats. Ch. 349 and Minn. R. 1987, Section 7860.0010 to 7860.0310 and any subsequent amendments thereto.
- 2. Only one ~~one~~ two organizations may conduct the sale of pull tabs within the City, with and only one at one at each of the following locations: (i) the Wayzata Municipal Bar and Grill at 747 Mill Street; and (ii) the American Legion Post 118 at 949 Wayzata Boulevard, as approved by the City Council.

3. An organization licensed by the Minnesota Charitable Gambling Control Board to conduct the sale of pull tabs shall file with the City Manager a duplicate copy of monthly reports required by Minnesota Rules, ~~1987, 7860.0120.~~

(Ord. 507 [6-7-1988])

~~E. An organization may apply for an Exempt permit to conduct a one-day pull tab occasion not more than once per calendar year subject to approval by the City Council and in compliance with Minn. Stats. Ch. 349 and Minnesota Rules. The organization shall file with the City Manager a duplicate copy of reports required by Minnesota Rules. [This Section 716.04.E. expires on 1-10-1996.]~~

(Ord. 579 [12-5-1995])

~~E~~F. Paddlewheel activity may be conducted by an eligible organization using a portable-type paddlewheel, without a table, awarding merchandise for prizes in accordance with Minn. Stats. Ch. 349 and Minnesota Rules.

(Ord. 586 [11-13-1996])

(7-21-81 Code; Ord. 436 [3-5-1985]; Ord. 443 [9-3-1985]; Ord. 507 [6-7-1988]; Ord. 579 [12-5-1995]; Ord. 586 [11-13-1996])

Section 2. Effective Date. This Ordinance will become effective upon passage and publication.

Adopted by the City Council this ____ day of ____, 2024.

Johanna Mouton
Mayor

ATTEST:

Jeffrey Dahl
City Manager

First Reading: January 23, 2024
Second Reading: February 6, 2024
Publication: February 15, 2024

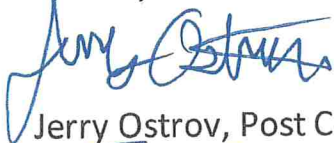
DRAFT

We, Ernest Aselton American Legion Post 118 of Wayzata, are requesting an ordinance update to permit pull tab sales at our current location. We are a non-profit Military Veterans organization and currently have a Minnesota gambling license.

In exchange we will donate directly back to the City of Wayzata a percentage of our net profits from pull tabs, to be used at the city's discretion. Our intent is to donate 15-25 percent of pull tabs net profits directly to the City of Wayzata to use as they see fit. Using state information on other local pull tab operations, we are projecting \$25,000-\$30,000 as the amount available to donate to the city in the first full year of operations. We also project from this information an 8-10 percent increase annually. In addition, we will continue to support other worthy causes in Wayzata as we have in the past.

Please look over the six-page packet on who The Wayzata American Legion is, our purpose and past contributions.

Thank you.



Jerry Ostrov, Post Commander and CEO Of Wayzata American Legion



Paul Carlson, Chairman of Wayzata American Legion Board of Trustees



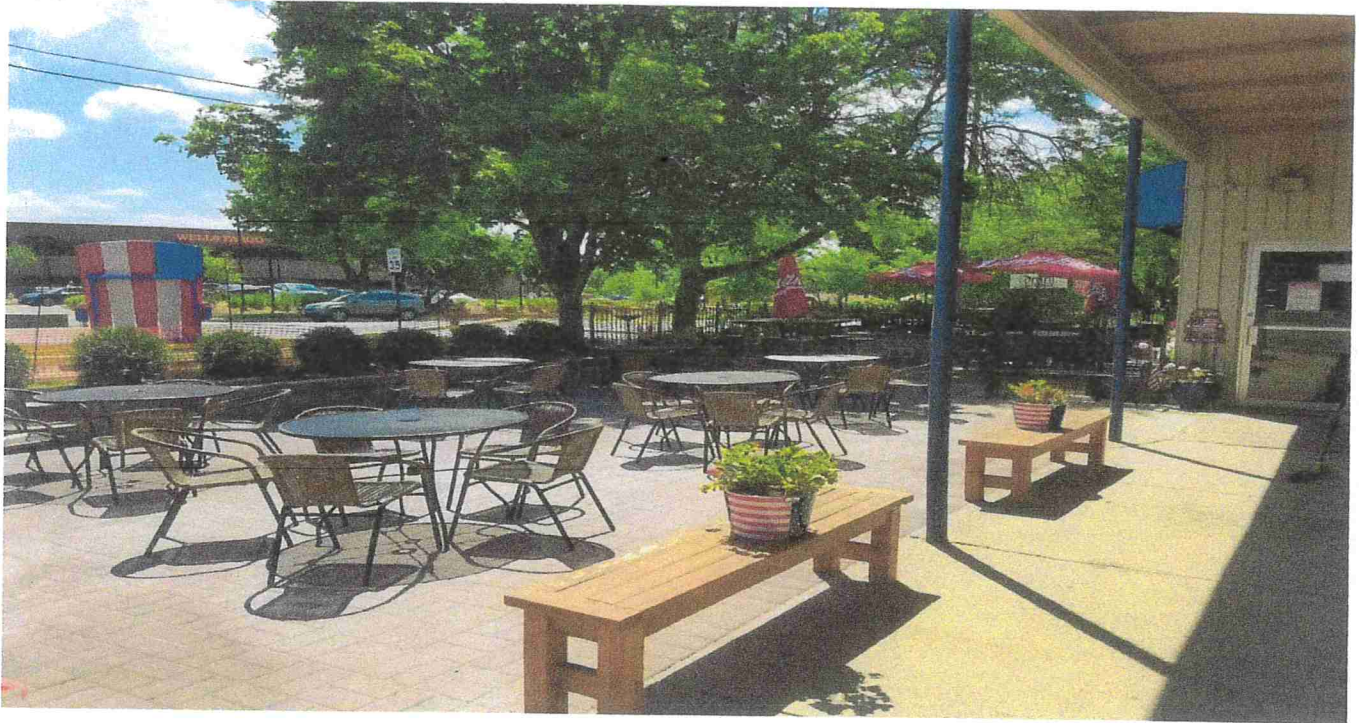
Kim Mitchell, Wayzata American Legion Gambling Manager



Kirk Zahrbock, Wayzata American Legion Board of Trustees



Tony Chermak, Wayzata American Legion Board of Trustees



Wayzata American Legion Post 118



On behalf of the Wayzata American Legion Post 118, we are requesting an ordinance change to permit pull tabs at our location.

A little about ourselves

The Wayzata American Legion Post 118 is named Ernest Aselton, after a local Marine who was killed in World War 1. It was founded September 3, 1919, and incorporated as a non-profit on October 3, 1939. Our membership is comprised of Legion Post, Legion Auxiliary (Women), Sons of the American Legion and the Legion Riders.

We associate ourselves together for the following purpose:

- To uphold and defend the Constitution of the U.S.A.
- To promote Americanism and to safeguard and communicate the principles of justice, freedom, and democracy.
- To preserve the memories of the Great Wars.
- To install a sense of individual and group obligation to community, state and nation.
- To promote peace and goodwill.
- To safeguard and transmit to posterity the principles of justice, freedom, and democracy.
- To declare our comradeship by our devotion to mutual helpfulness.

Post 118's contributions and benefits to the Wayzata community:

- Served generations of Wayzata's and surrounding communities' military families.
- Provide a safe environment for our military heroes to go for fellowship and information on veteran's benefits.
- Contributes to the tax base in Wayzata through property and sales tax.
- Maintains a beautiful and inviting presentation on Wayzata Boulevard.
- Provide Honor Guard for military funerals and leads annual J.J. Hill Parade
- Conducts annual Memorial Day services at 4 different locations in Wayzata. (Heritage Park, and three cemeteries)

- Supports Boys and Girls State program, which helps our youth understand how democracy works.
- Supports American Legion Baseball, which teaches the importance of competition, teamwork and sportsmanship.
- Provide a venue for a variety of community events in Wayzata such as Bingo, Meat Raffle and groups like Fly Fishing, Pool and Dart Leagues and more.
- Hosted Bill Mathew's Benefit and other military "Celebration of Life" events due to the size of our facility.

Purpose of seeking pull tabs

As the years pass by, we unfortunately are losing more and more of our aging veterans. As a result, the Auxiliary and (Sons of American Legion) SAL are becoming more involved with continuing the Legion's future. We currently have legal gambling (Minnesota Gambling License #01006) in the form of bingo, spin of the day and meat raffles. Our current program is very active in giving back to the Wayzata community. Please see attached contribution and state ranking sheets, which we are very proud to rank **6th out of 2988 licenses on percentage given back**. Unfortunately, as times have changed, Veteran's organizations have not been able to keep their doors open without the help of other gambling revenue. Traditionally across the state American Legion Posts offer pull tabs to their patrons. Wayzata American Legion, however, is one of the only Legions unable to offer pull tabs. We have many requests from our patrons who wonder why we don't have pull tabs, which we are licensed to have from the State of Minnesota. For Post 118, the proceeds from pull tabs would be used for giving back to our Veterans and the Wayzata community. The Wayzata Crime Prevention Coalition, and Wayzata Fire Relief Association are just a couple examples of Wayzata community organizations that we wholeheartedly support. It is hard to imagine an organization more deserving of your support than The American Legion – as it is our military who fought for and continue to defend the rights to have such freedoms.

Concern of competition of current location

Currently, surrounding communities have multiple locations to play pull tabs. Many of the same people who play tabs at The Wayzata Bar and Grill also play tabs at these various locations not in Wayzata. A second location would keep more discretionary dollars here in the city of Wayzata from people looking for this kind of entertainment elsewhere.

We are asking you to update the current ordinance to permit pull tabs at the Wayzata Legion location, which is a Veteran Service non-profit organization.

Thank you for your time, consideration and support. We look forward to another hundred years of partnering with the city of Wayzata and the Wayzata community.

2022 DONATIONS FROM GAMBLING

MILITARY CHARITY RECIPIENTS

	AMOUNT	CHECK #
FUND 53 - HOSPITALIZED VETS	\$ 1,000	3347
FUND 65 - PHEASANT DINNER	\$ 500	3348
FUND 76 - AL MEMORIAL FUND	\$ 1,000	3349
FUND 78 - DISASTER RELIEF	\$ 2,000	3350
FUND 84 - LEGACY SCHOLARSHIP	\$ 1,000	3224
FUND 85 - VETERANS ASSISTANCE	\$ 2,000	3351
23RD VETERAN	\$ 1,000	3352
AMERICAN LEGION FAMILY HOSPITAL ASSOC.	\$ 1,000	3353
ARMED FORCES SERVICE CENTER	\$ 1,500	3354
DISABLED VETERANS REST CAMP	\$ 1,000	3355
EAGLES HEALING NEST	\$ 3,500	3356
FORT SNELLING MEMORIAL CHAPEL FOUNDATION	\$ 1,000	3357
LEGIONVILLE CAMP - SCHOOL PATROL	\$ 500	3358
MACV - VETERANS HOMELESSNESS	\$ 2,000	3376
TEE IT UP FOR THE TROOPS	\$ 4,000	3373
TOYS FOR TOTS - MARINES	\$ 1,500	3359
VETERANS ON THE LAKE RESORT (ELY)	\$ 1,000	3360
WHW NORTHLAND CHAPTER	\$ 1,500	3361

TOTAL \$ 27,000

COMMUNITY GIFTS & CHARITY

	AMOUNT	CHECK #
CHILDREN'S HOME SOC. & FAMILY SERVICES	\$ 500	3362
COURAGE KENNY FOUNDATION	\$ 500	3363
D.A.R.E. MINNESOTA	\$ 1,000	3364
GILLETE CHILDREN'S FOUNDATION	\$ 500	3365
HOPE KIDS	\$ 5,000	3366
MAKE A WISH FOUNDATION OF MN	\$ 1,000	3367
PLYMOUTH/WAYZATA YOUTH BASEBALL	\$ 5,000	3368
SALVATION ARMY	\$ 500	3369
SHARING & CARING HANDS	\$ 1,000	3370
TREEHOUSE	\$ 2,000	3371
WAYZATA CRIME COALITION	\$ 4,000	3372
WAYZATA SENIOR PARTY - CLASS OF 2022	\$ 500	3317

TOTAL \$ 21,500

Top Ten Organizations by Gross Receipts (Total Sales)

Organization (# of sites as of June 30, 2022)	Total Sales	Prizes	Net Receipts
Merrick Inc (22)	\$50,000,948	\$42,147,939	\$7,853,010
White Bear Lake Area Hockey Assoc (7)	\$46,703,544	\$39,976,811	\$6,726,733
Northwest Area Jaycees (16)	\$40,957,882	\$35,656,955	\$5,300,927
Centennial Youth Hockey Assoc (8)	\$39,674,943	\$35,006,821	\$4,668,122
Confidence Learning Center (34)	\$37,788,469	\$31,844,926	\$5,943,543
St. Cloud Youth Hockey Association (6)	\$36,403,144	\$31,541,526	\$4,861,619
Amvets Post 1 Mendota (15)	\$35,562,450	\$31,012,044	\$4,550,406
Community Charities of Minnesota (29)	\$31,075,723	\$26,584,716	\$4,491,007
Eagan Hockey Assoc (5)	\$30,964,051	\$27,243,525	\$3,720,526
Irving Community Association (26)	\$29,857,820	\$25,654,176	\$4,203,644

Top Ten Organizations by Net Profit¹ Less Taxes and Fees²

Organization	Amount	Organization ³	% of Net Receipts
White Bear Lake Area Hockey Assoc	\$1,345,640	Woodland Amateur Hockey Association	88.0%
Blaine Youth Hockey Assoc	\$1,238,121	Knights of Columbus Council 1575 Fairmont	82.0%
Confidence Learning Center	\$1,043,765	Eagles Aerie 3394 Fairmont	81.3%
Burnsville Savage Lions Club	\$987,162	A.B.A.T.E. of Minnesota	80.9%
Centennial Youth Hockey Assoc	\$960,071	New Market-Elko-Webster Lions Club	80.6%
Rogers Youth Hockey Association	\$918,280	American Legion Post 118 Wayzata	78.5%
Eagan Hockey Assoc	\$904,065	Heritage Community Center	77.9%
Merrick Inc	\$895,281	American Legion Post 391 Storden	69.1%
Andover Huskies Youth Hockey Assoc	\$836,082	American Legion Post 464 Brewster	68.3%
Blaine Festival	\$835,546	American Legion Post 317 Emmons	68.2%

¹ Total sales less prizes paid less allowable expenses.

² State, local, and federal taxes on gambling receipts plus state licensing and regulatory fees.

³ Organizations reporting FY22 gross receipts of \$50,000 or more.



Proposed Pull tab expansion

Main Contact Q&A

Kirk Zahrbock – SAL Treasure/ Board of Trustees

kzahrbock@msn.com

612-270-0749

Kim Mitchell – Legion Gambling Manager/ Board of Trustees

kimmitchell@usinternet.com

612-386-6762

Tony Chermak - SAL Commander/ Board of Trustees

tchermak@usinternet.com

612-636-1199



City of Wayzata City Council Agenda Report

MEETING DATE: January 23, 2024	AGENDA ITEM: 8.c
TITLE: Consider Adoption of Resolution 06-2024 Adopting Updated Panoway Signage Design Standards	
PROPOSED MOTION: To Adopt Resolution 06-2024 Adopting Updated Panoway Signage Design Standards	
PREPARED BY: Emily Goellner, Community Development Director	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends adoption of Resolution 06-2024 Adopting Updated Panoway Signage Design Standards.

FINANCIAL OR BUDGET CONSIDERATION:

The updates made by HGA to the Panoway Signage Design Standards were funded by The Wayzata Conservancy. The design standards, which supplement the City's Naming and Dedication Policy, all serve as a mechanism for community members to invest and participate in the funding of Panoway on Wayzata Bay.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Sustain Community Character & Safety

The City of Wayzata Policy on Naming and Dedicating City-Owned Land and Facilities requires that standards be established for the shape, form, context, design, language, and other visual aspects of any signs within Panoway given its prominent location in the community.

BACKGROUND:

In 2021, the City Council adopted a Policy on Naming and Dedicating City-Owned Land and Facilities (see attached). Section F of the Policy calls for a Design Guide for Panoway naming and dedication that must be approved by City Council. All types of naming and dedication signage must comply with these standards and any deviations must be approved by the City Council.

The Design Standards for Panoway were drafted by HGA and adopted by the Council in March 2021. The document was focused on Phase 1 of the project.

The Conservancy contracted with HGA to provide updates to Phase 1 and 2 of the project in spring 2023. Feedback from staff, The Wayzata Conservancy Board of Directors, and the Panoway District Committee was incorporated in order to create the updated draft Panoway Signage Design Standards. The standards were adopted in May 2023 and included opportunities in five unique tiers. Tier 1 signs are the largest donation amounts and Tier 5 are the smallest donation amounts. The standards keep the signs generally sized in proportion to the donation amount. The standards included Tier 5 (\$1,500) donations to the community docks. Each donation will be represented by a plaque on the top of a dock post. At the time, Tier 4 donation opportunities (over \$50,000) were explored. However, no opportunities were found due to space constraints on the docks and near the lakewalk entrances, as well as concerns that additional signage would create more visual clutter.

In November 2024, the City Council directed staff to proceed with the option to build the community docks with Kebony wood. The Wayzata Conservancy stepped forward to offer fundraising support for the Kebony option. The Conservancy is actively fundraising and contracted HGA to explore signage options again for significant (\$50,000) dock donations.

Based on feedback from Civitas, City staff, The Wayzata Conservancy Board of Directors, and the Panoway District Committee, two sign locations are proposed:

1. Depot Docks Sign

2. Broadway Docks Sign

The signs include up to 4 donor names (minimum \$50,000 donations, up to a total of \$200,000 for each sign) and directional signage (also called "wayfinding") to the most notable landmarks nearby. At the meeting, staff and representatives of The Conservancy will explain the factors driving the proposed locations and sign sizes.

The attached Resolution authorizes the replacement of the existing Panoway Signage Design Standards adopted in May 2023 in its entirety. It is anticipated that additional changes will be made during the final design phase for Panoway Phase 3 (Depot Park and Eco Park).

ATTACHMENTS:

1. RES 06-2024 Adopting Updated Panoway Signage Design Standards (Draft)
2. Panoway Naming & Dedication Opportunities - January 17, 2024
3. Panoway Signage Design Standards - January 17, 2024
4. Wayzata Naming and Dedication Policy Adopted 3-2-2021

RESOLUTION NO. 06 - 2024**RESOLUTION AMENDING DESIGN STANDARDS FOR PANOWAY NAMING AND DEDICATION SIGNAGE TO INCLUDE DOCK SIGNAGE STANDARDS**

WHEREAS, pursuant to City Council Resolution 07-2021, the City of Wayzata has adopted a Naming and Dedication Policy (the “Policy”) that calls for Council-approved design standards for all *Panoway* signage;

WHEREAS, pursuant to City Council Resolutions 11-2021 and 26-2023, the City of Wayzata has adopted *Panoway* Signage Design Standards consistent with the Policy, and the City plans and goals for *Panoway*;

WHEREAS, City staff has recommended an update to the *Panoway* Signage Design Standards to include standards for dock signage; and

WHEREAS, the City Council has reviewed such standards, which are incorporated into the *Panoway* Signage design Standards attached to this Resolution, and finds they are consistent with the Policy, and the City plans and goals for *Panoway* and the docks to which they would apply.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota, that the updated *Panoway* Signage Design Standards attached to this Resolution incorporating new standards for dock signage are hereby approved and adopted, and shall replace in their entirety the existing standards adopted under Resolution 26-2023.

Adopted by the Wayzata City Council this 23rd day of January, 2024.

Johanna Mouton, Mayor

ATTEST:

Jeffrey Dahl, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution Adopted

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 23, 2024.

Kathy Leervig, Deputy City Clerk

ATTACHMENT:

Updated *Panoway* Donor Signage Design Standards drafted by HGA on January 17, 2024

PANOWAY NAMING & DEDICATION OPPORTUNITIES

DONOR RECOGNITION

Tier Descriptions

Tier 1	Significant Sponsorship (\$1M-\$500k)
Tier 2	Significant Sponsorship (\$499k-\$250k)
Tier 3	Major Sponsorship (\$249k-\$100k)
Tier 4	Individual Designation (\$99k-\$25k)
Tier 5	Individual Designation (\$24k-\$1k)

City may review any signage in Tiers 1 & 2;
Tiers 3–5 to follow established guidelines.

Phase	Tier	Quantity	Location	Donation	Cost	Net	Est. Total	Cost Ratio
1	1	1	Overall Project – "Panoway Park"	\$ 1,000,000	\$ 18,000	\$ 982,000	\$ 982,000	2%
2	1	2	Boardwalk – "Lakewalk"	\$ 500,000	\$ 7,000	\$ 493,000	\$ 986,000	1%
3	2	1	Depot Park	\$ 375,000			\$ -	
3	2	1	Eco Park [option for naming rights]	\$ 375,000			\$ -	
1	2	1	Lake Street Plaza	\$ 375,000	\$ 5,500	\$ 369,500	\$ 369,500	1%
2	2	1	Section Foreman House – "Sandvold Learning Center"	\$ 250,000	\$ 5,000	\$ 245,000	\$ 245,000	2%
3	3	1	Boardwalk at Eco Park	\$ 150,000			\$ -	
1	3	1	Central Garden Bed [Davis]	\$ 100,000			\$ -	
1	4	1	Fountain Plaza	\$ 75,000	\$ 3,000	\$ 72,000	\$ 72,000	4%
1	4	2	Garden Bed [Flowers]	\$ 50,000	\$ 3,000	\$ 47,000	\$ 94,000	6%
2	4	4	Broadway Docks	\$ 50,000	\$ 5,000	\$ 48,750	\$ 195,000	3%
2	4	4	Depot Docks	\$ 50,000	\$ 5,000	\$ 48,750	\$ 195,000	3%
3	4	3	Garden (Depot Park)	\$ 50,000			\$ -	
3	4	2	Overlook (Depot Park)	\$ 50,000			\$ -	
3	4	3	Cabana (Depot Park)	\$ 50,000			\$ -	
1	4	6	Garden Planter [Grasses, Jacobs]	\$ 25,000	\$ 2,800	\$ 22,200	\$ 133,200	11%
2	4	2	Section Foreman House Classroom	\$ 25,000			\$ -	
2	4	1	Section Foreman House Study	\$ 25,000			\$ -	
2	4	2	Boardwalk Seating Area	\$ 25,000	\$ 1,150	\$ 23,850	\$ 47,700	5%
1	5	10	Stone Bench	\$ 5,000	\$ 480	\$ 4,520	\$ 45,200	10%
1	5	11	Wood Bench [all dedicated]	\$ -				
3	5	6	Wood Bench (Depot Park)	\$ 2,500			\$ -	
1	5	4	Harvest Table	\$ 3,500	\$ 425	\$ 3,075	\$ 12,300	12%
3	5	4	Harvest Table (Depot Park)	\$ 3,500			\$ -	
1	5	10	Adirondack Chair	\$ 2,500	\$ 380	\$ 2,120	\$ 21,200	15%
3	5	6	Adirondack Chair (Depot Park)	\$ 2,500			\$ -	
3	5	8	Adirondack Chair (Eco Park)	\$ 2,500			\$ -	
2	5	26	Dock Posts	\$ 1,500	\$ 500	\$ 1,000	\$ 26,000	33%
2	5	735	Boardwalk Rail	\$ 1,000	\$ 115	\$ 885	\$ 650,475	12%
Total Giving							\$ 3,424,100	

Sign Summary – Phases 1 & 2

Does not include Phase 3 signs at Depot Park or Eco Park

		Initial Plan	Updated
PARK & DOCKS	Freestanding	19	13
	Applied	54	40
	Dock posts	40	26
	TOTAL	113	79
LAKEWALK	Installed signs	4	4
	Rail Engraving	300	735

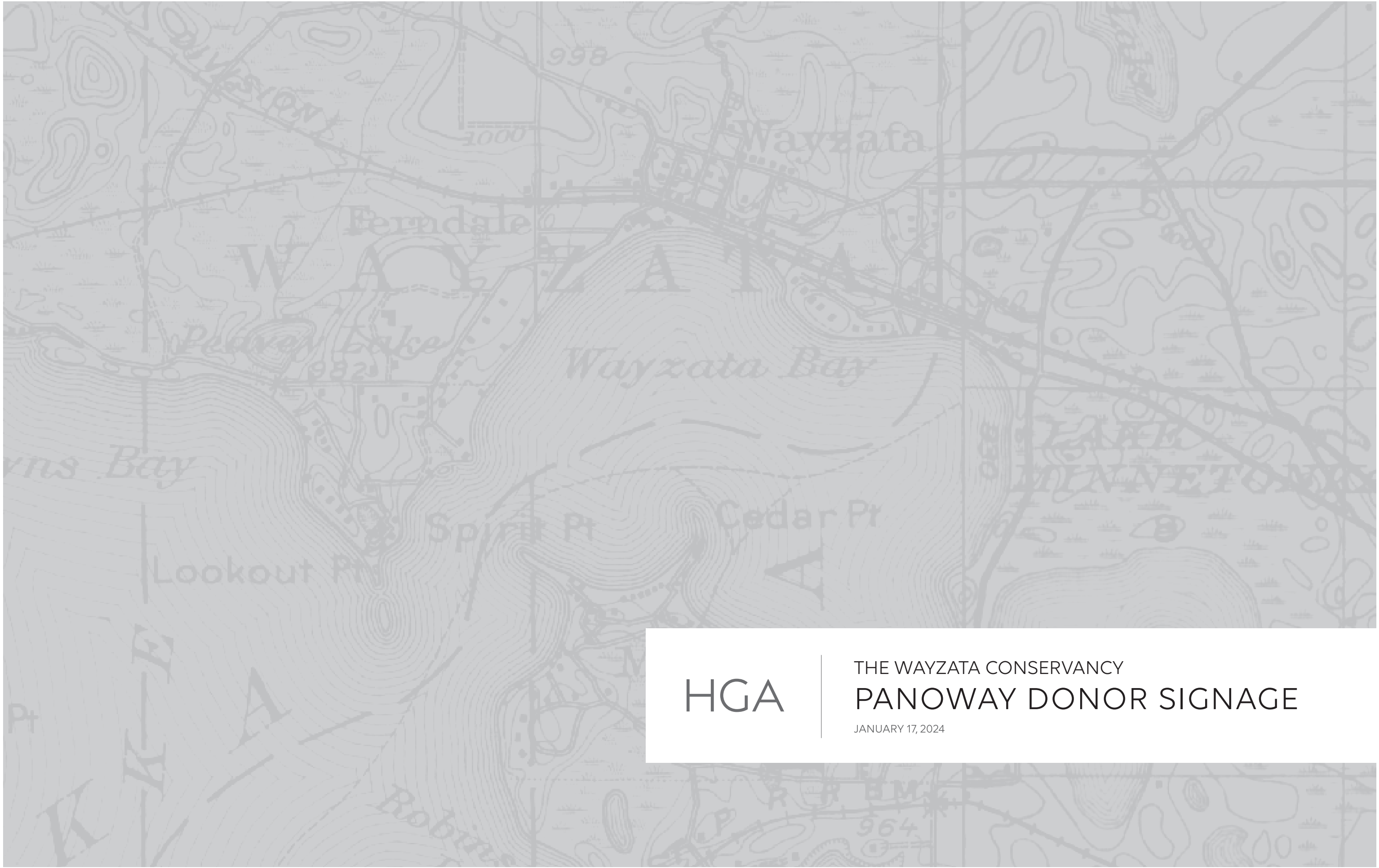
EDUCATIONAL | INFORMATIONAL | HONORIFIC

Tier Descriptions

Tier 1 Historic Distinction, Educational, Informational

Tier 2 Honorific, Public Art Signage

Phase	Tier	Quantity	Location	Cost	Designed	Installed	Description
1	2	1	911 Memorial Garden		x	x	
1	1	1	Native American Burial Grounds		x	x	
2	1	1	Section Foreman House National Registry		x		
2	1	3	BNSF Interpretive Signage		x		
2	1	2	Section Foreman House Interior Educational Signage				
3	1	1	Eco Park Interpretive Signage				



HGA

THE WAYZATA CONSERVANCY
PANOWAY DONOR SIGNAGE

JANUARY 17, 2024

DONOR RECOGNITION TIERS

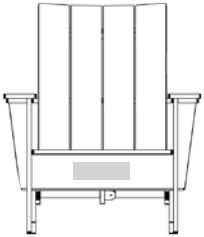
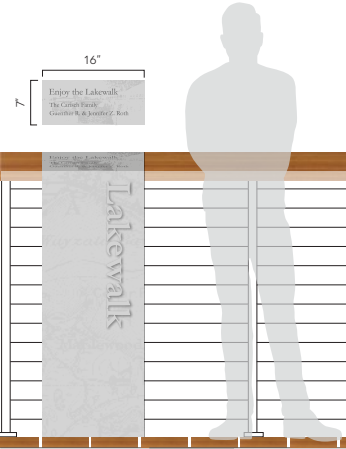
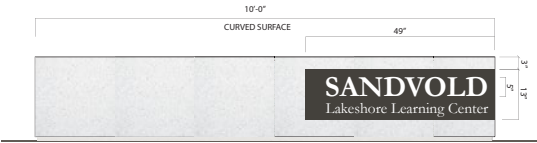
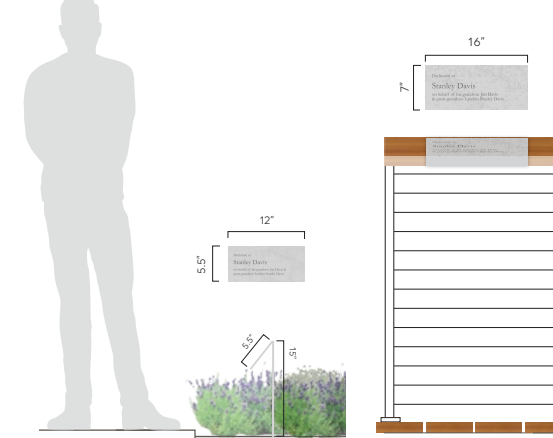
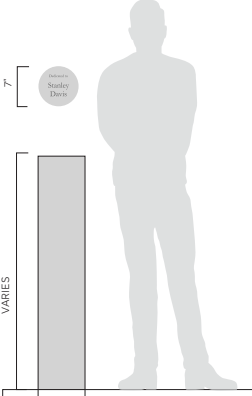
The Wayzata Conservancy worked with a design firm and fundraising professional to prioritize project elements that have the broadest appeal while at the same time limiting the number of sponsorship and recognition opportunities so that the Panoway area is not overwhelmed with signage, tributes, etc. The list continues to be refined with feedback from the City Council as the project develops.

TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
Significant Sponsorship	Significant Sponsorship	Major Sponsorship	Individual Designation	Individual Designation
Giving Level: \$500,000 and above	Giving Level: \$250,000–\$499,999	Giving Level: \$100,000–\$249,999	Giving Level: \$25,000–\$99,999	Giving Level: \$1,000–\$24,999
Opportunities: • Overall Project (\$1M) • Lakewalk (\$500K) [Carisch / Roth]	Opportunities: • Lake Street Plaza (\$375K) • Section Foreman House (\$250K) [Sandvold]	Opportunities: • To be offered in Phase 3	Opportunities: • Fountain (\$75K) • Docks (\$50K) [up to 8] • Garden Bed (\$50K) [x2] • Garden Planter (\$25K) [x6] • Section Foreman House Classroom (\$25K) [x2] • Section Foreman House Study (\$25K) • Lakewalk Seating Area (\$25K) [x2]	Opportunities: • Stone Bench (\$5,000) [x10] • Harvest Table (\$3,500) [x4] • Adirondack Chair (\$2,500) [x10] • Dock Posts (\$1,500) [x26] • Lakewalk Rail (\$1,000) [x735]

ANY TIER 1 & 2 SIGNS MAY BE REVIEWED BY THE CITY

TIERS 3–5 TO FOLLOW ESTABLISHED GUIDELINES

List current as of May 2, 2023. Opportunities at Depot Park and Eco Park to be established during Phase 3.

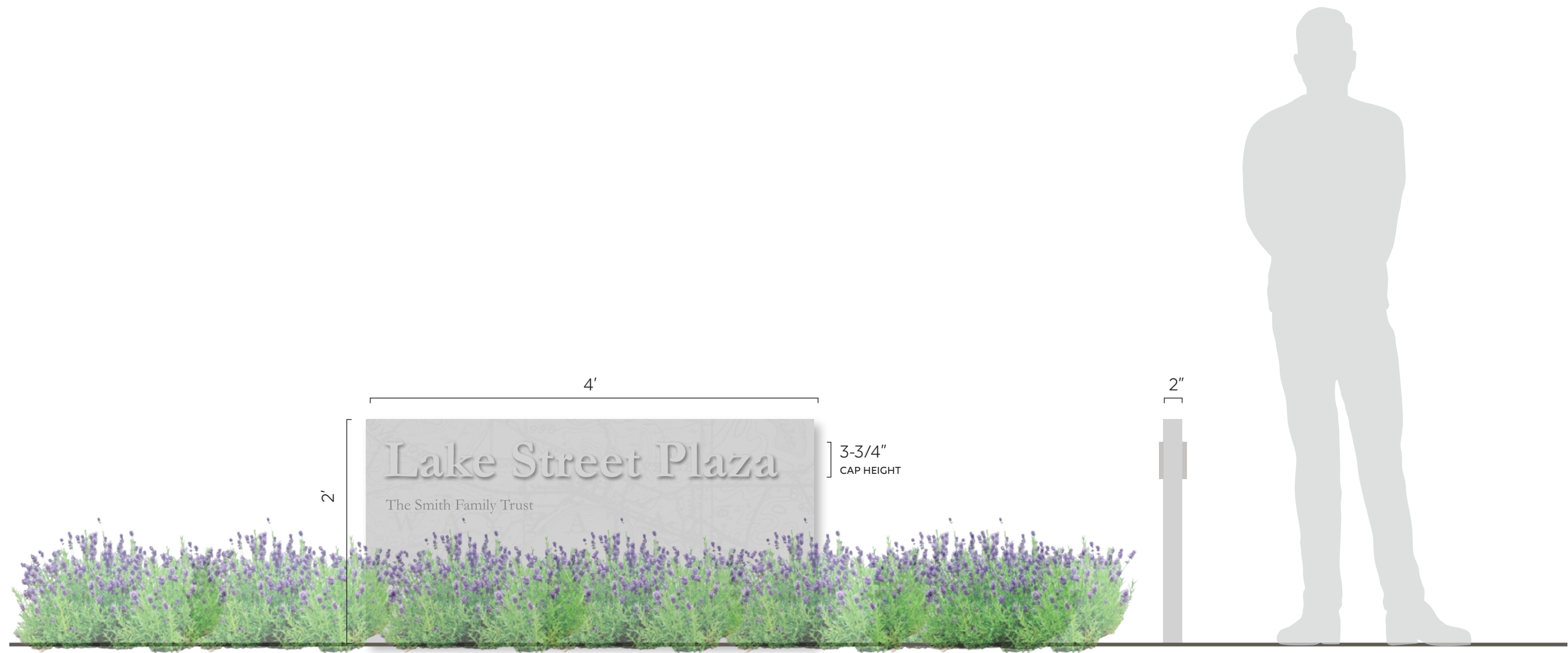
TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
		OPPORTUNITIES TO BE OFFERED IN PHASE 3		
			\$75,000	\$5,000
				
				\$3,500
				
			\$50,000	\$2,500
				
\$500,000	\$250,000	\$100,000	\$25,000	\$1,500
				
				\$1,000

OVERALL PROJECT



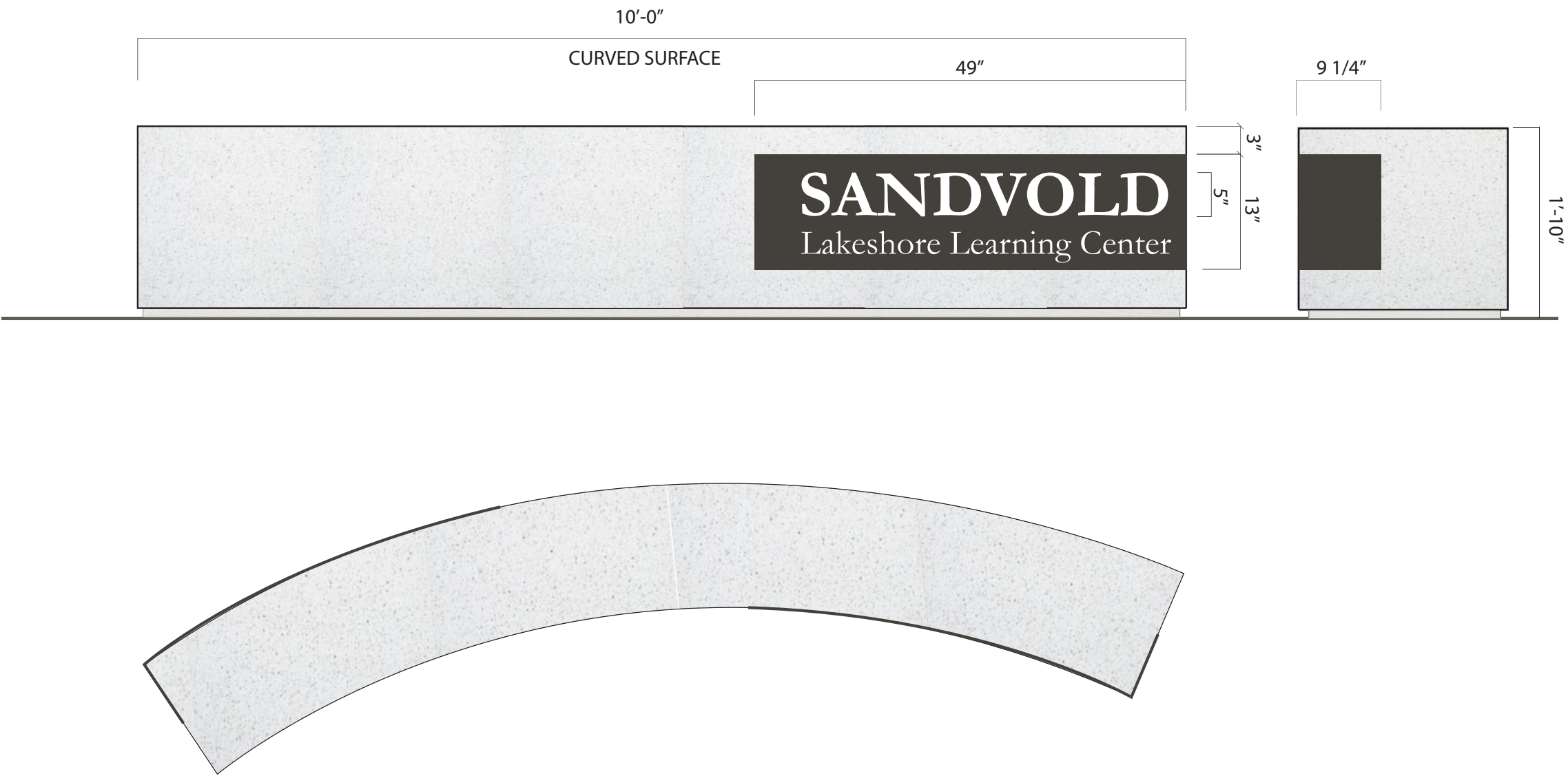
Overall Project | two sign locations (\$1,000,000)

LAKE STREET PLAZA



Lake Street Plaza (\$375,000)

SECTION FOREMAN HOUSE



Sandvold Learning Center (\$250,000)

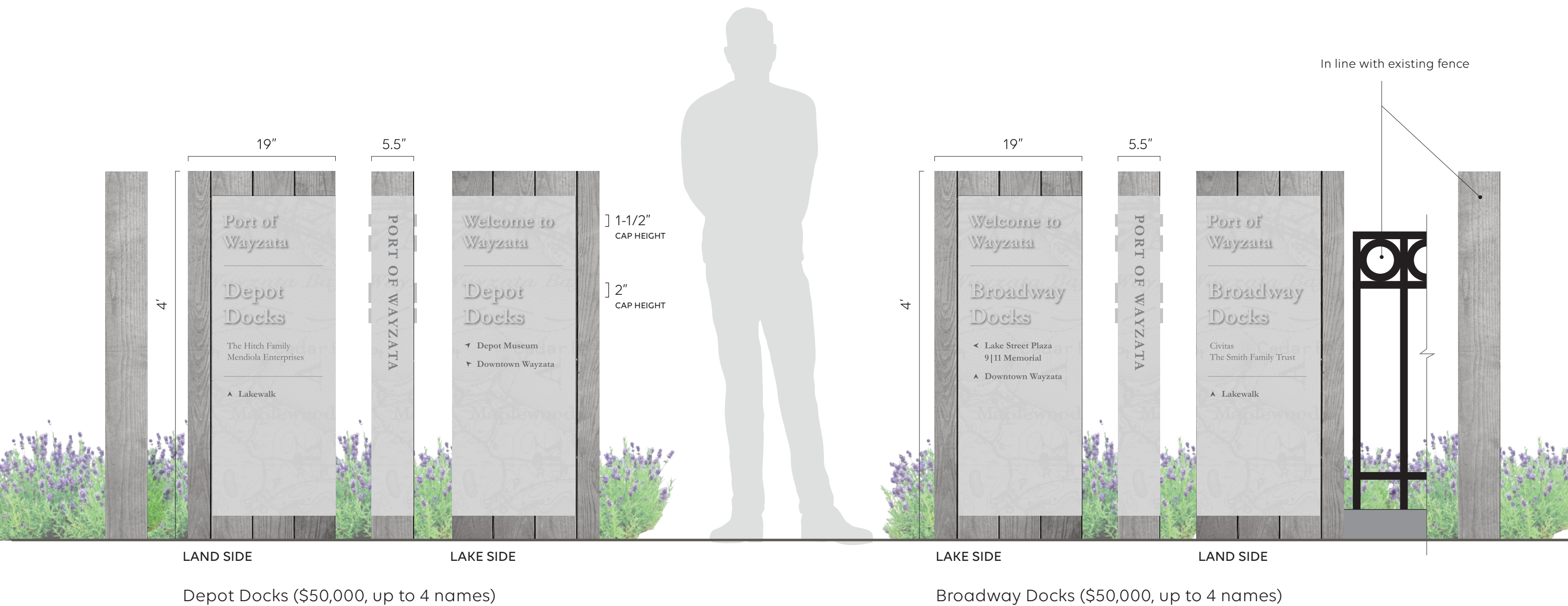
FOUNTAIN



Fountain Seat Wall (\$75,000)



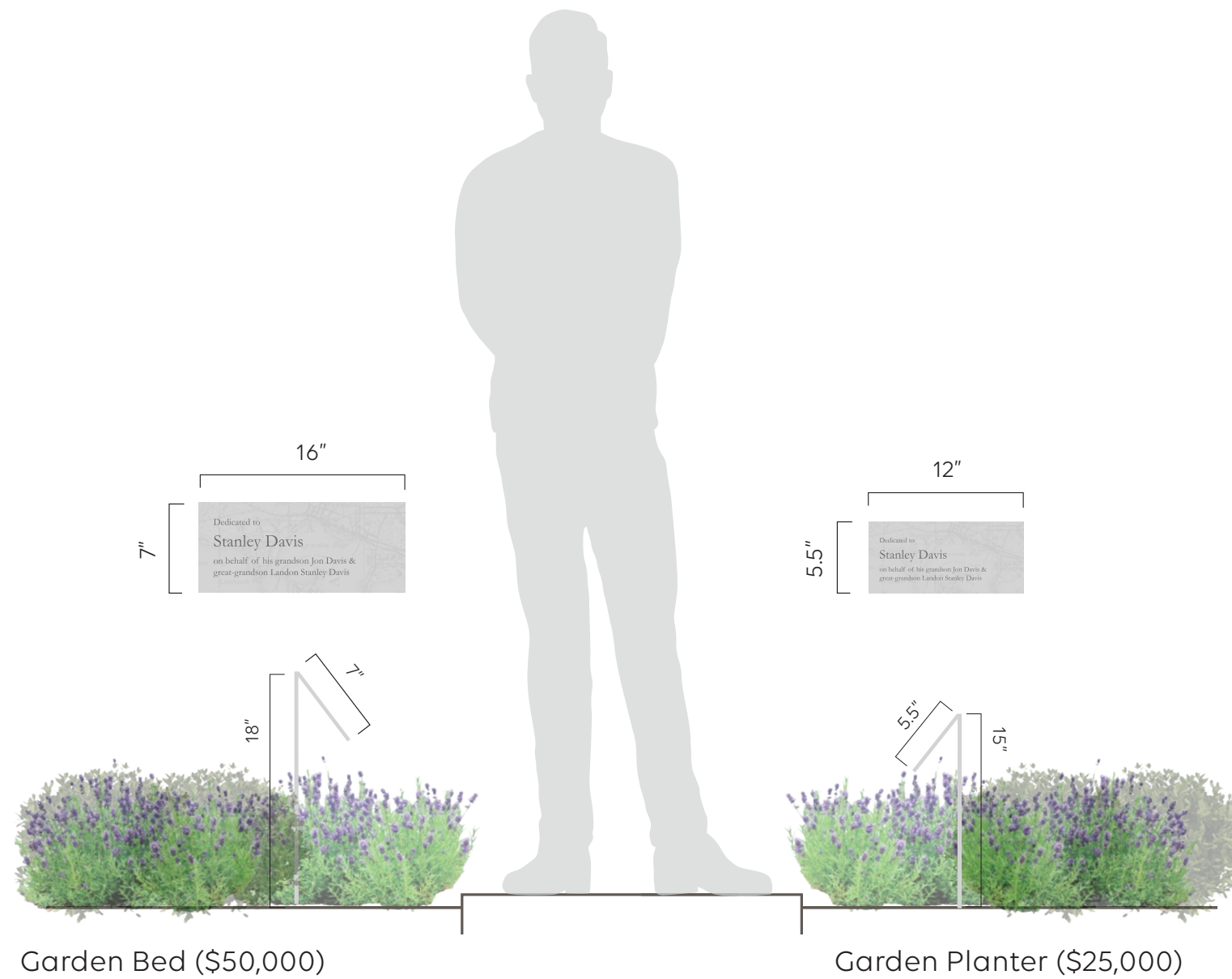
DOCKS



Depot Docks (\$50,000, up to 4 names)

Broadway Docks (\$50,000, up to 4 names)

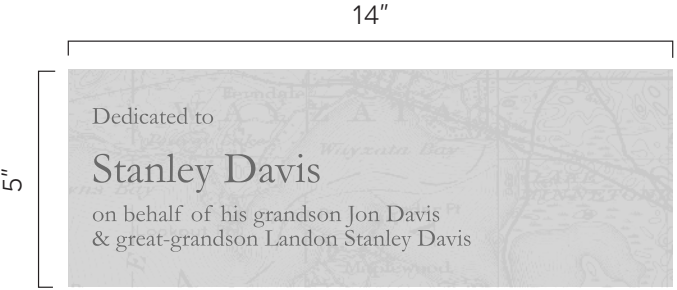
GARDEN BEDS & PLANTERS



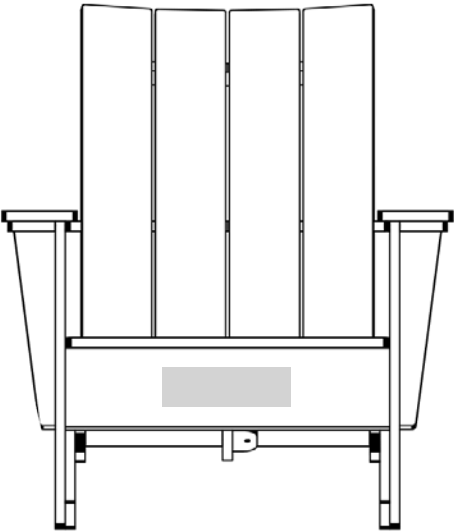
APPLIED PLAQUES



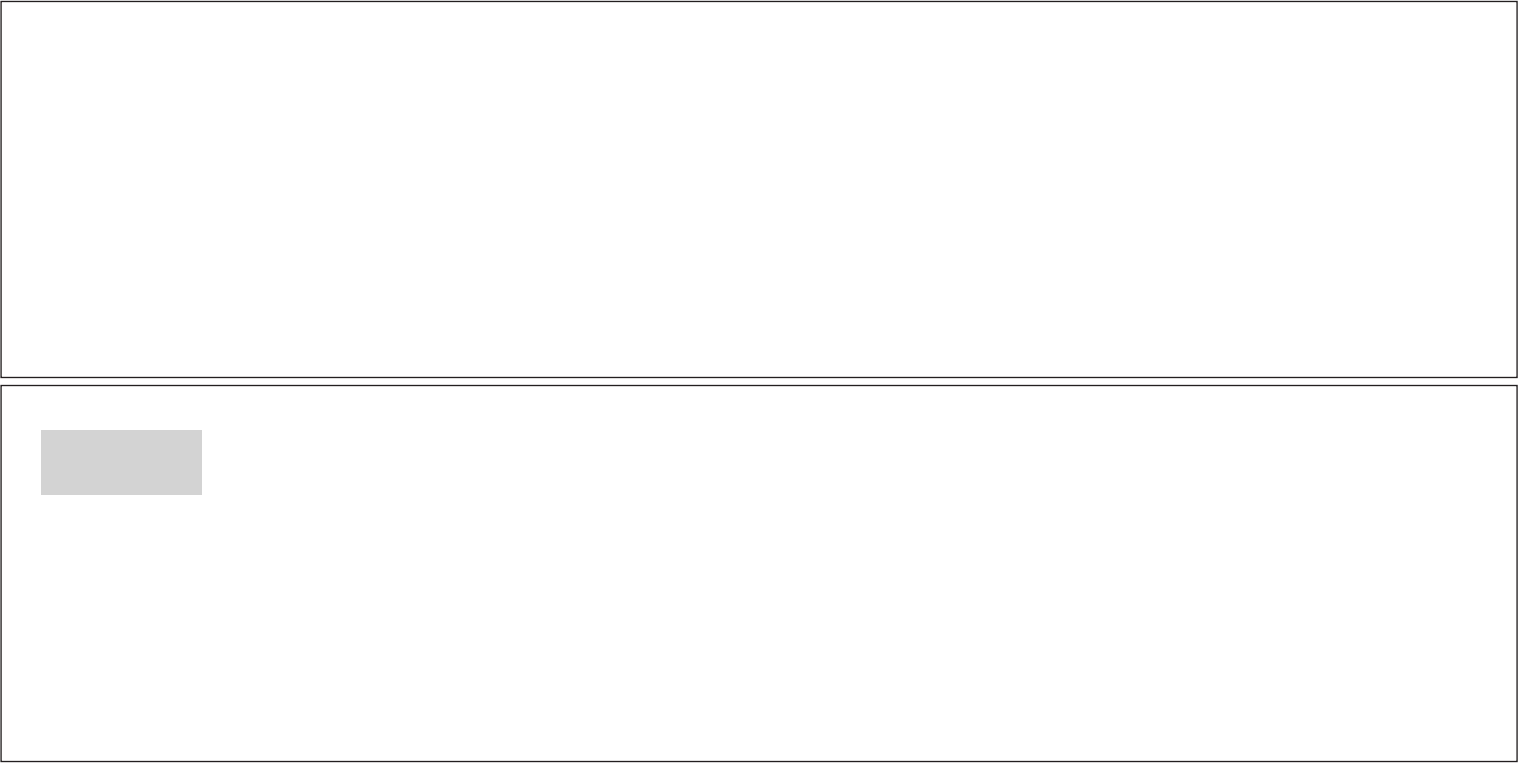
Stone Bench (\$5,000)



Stone Bench (\$5,000)



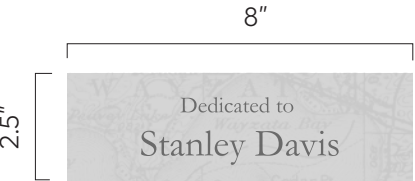
Adirondack (\$2,500)



Harvest Table (\$3,500)

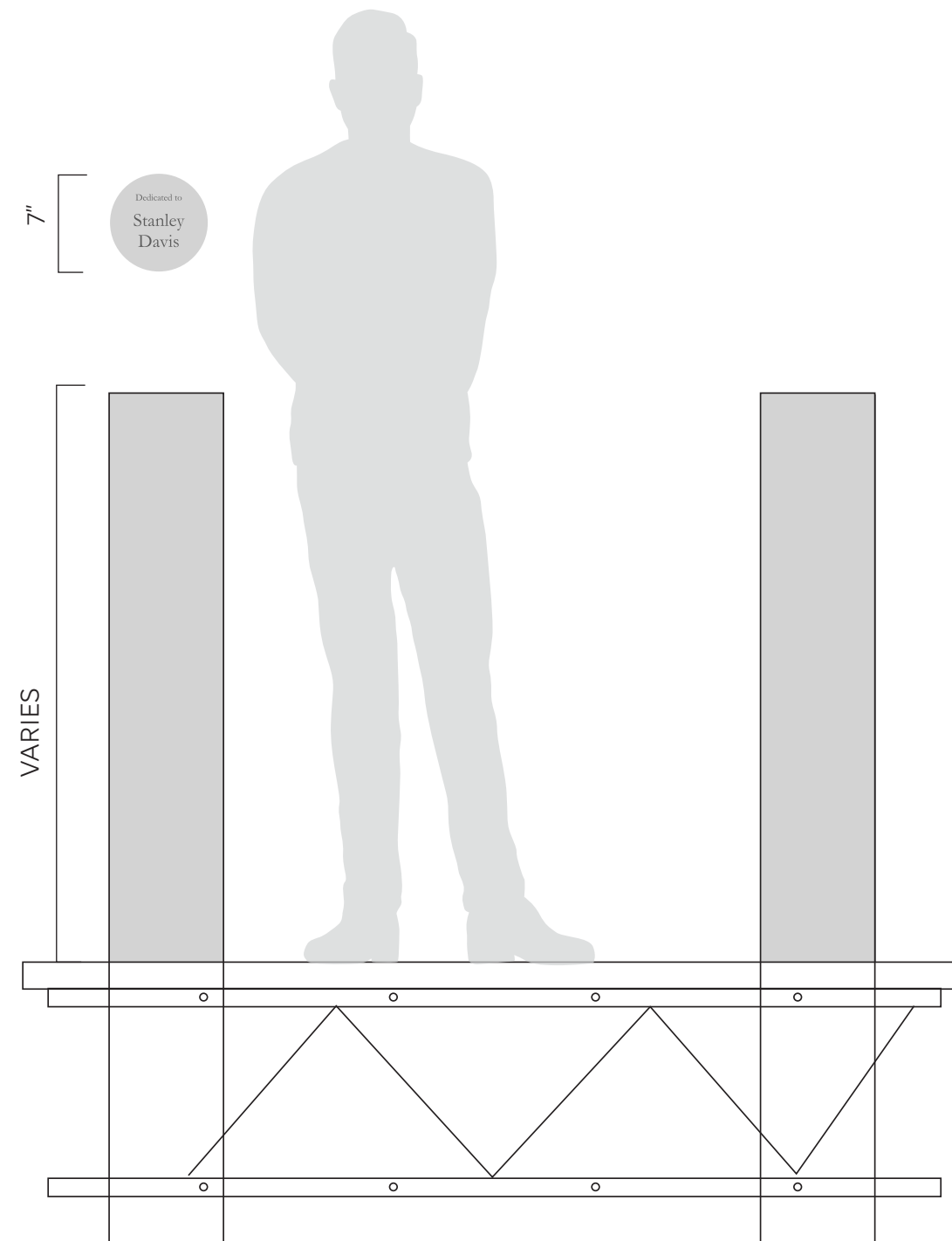


Harvest Table (\$3,500)



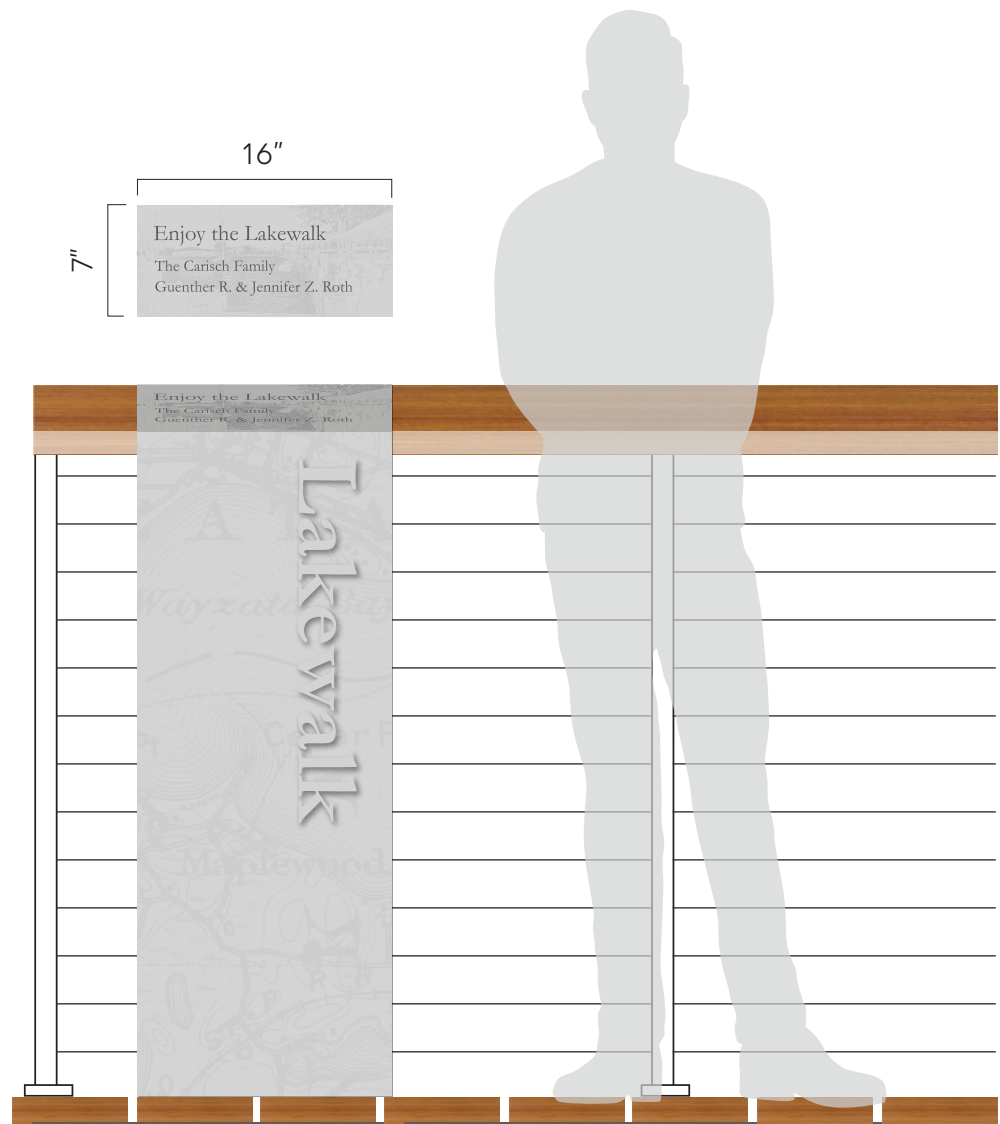
Adirondack (\$2,500)

DOCK POSTS

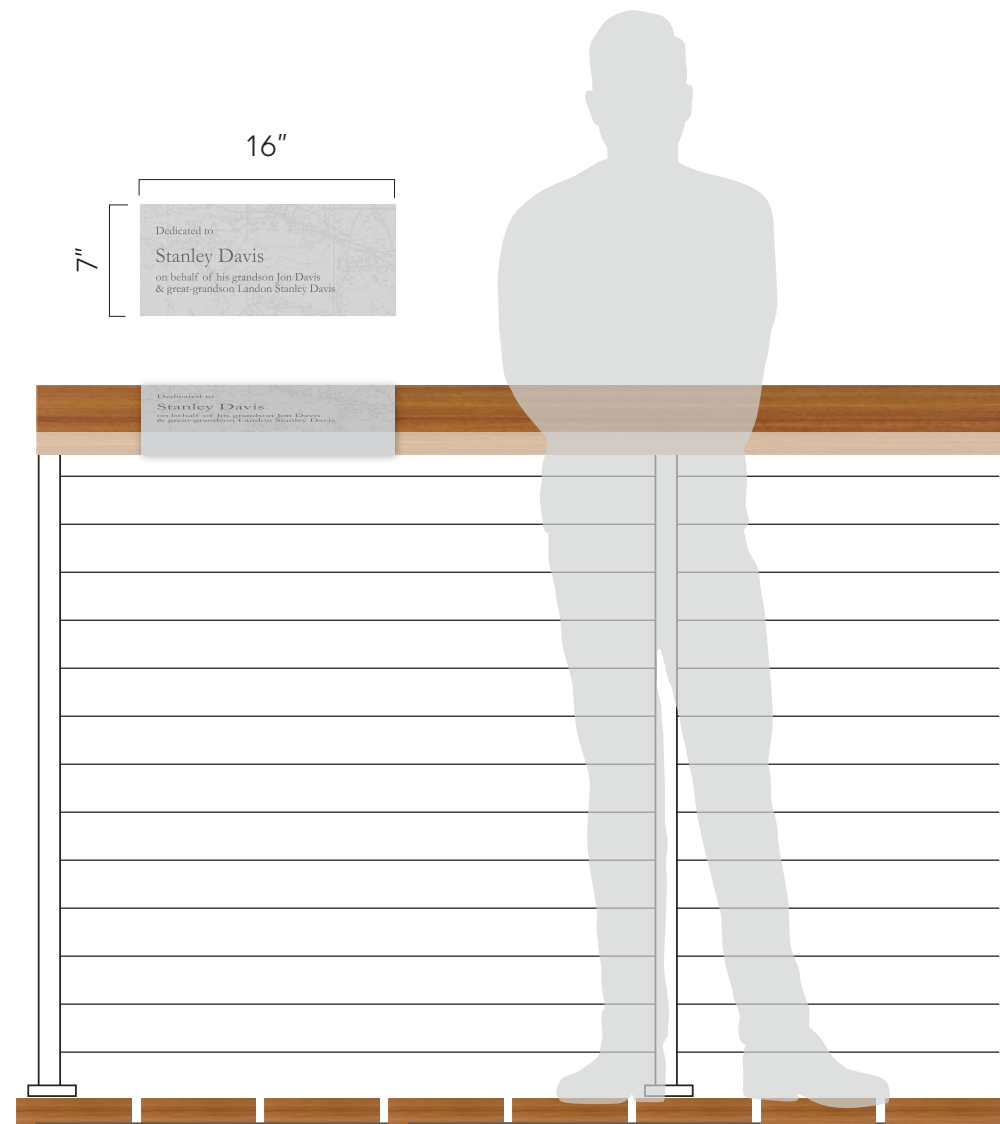
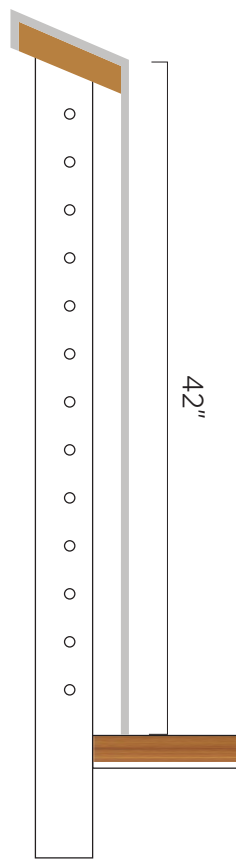


Dock Posts (\$1,500)

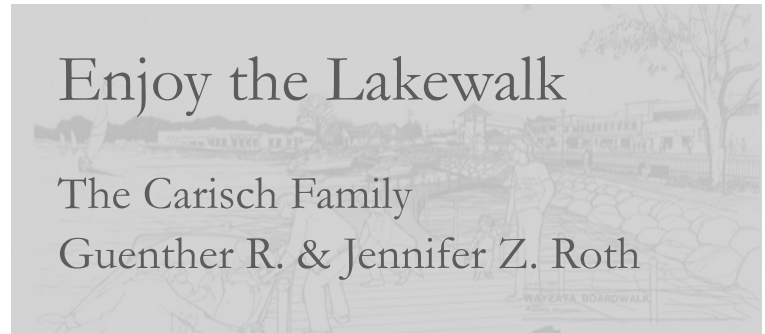
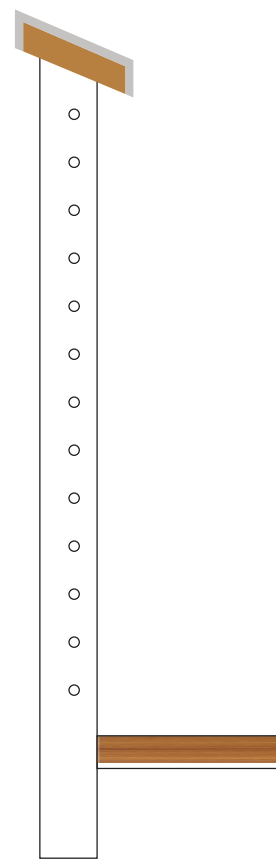
LAKEWALK



Lakewalk | two locations (\$500,000)



Lakewalk Seating Area (\$25,000)



Enlarged Top View

LAKEWALK RAIL

10'



7"

Lakewalk Rail (\$1,000, up to 30 characters per name, minimum one full section installed at a time)



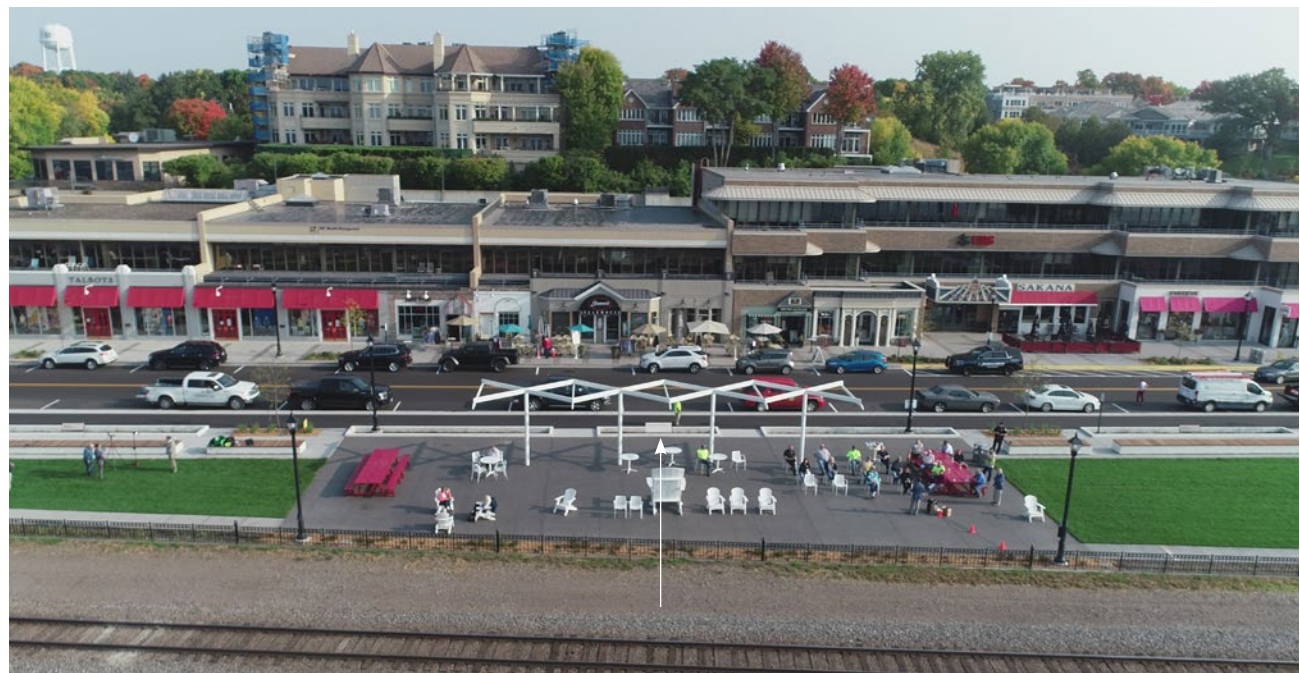
VISUALIZATION



Garden Beds (Tier 4) & Garden Planters (Tier 5)



Fountain (Tier 4)



Lake Street Plaza (Tier 2)



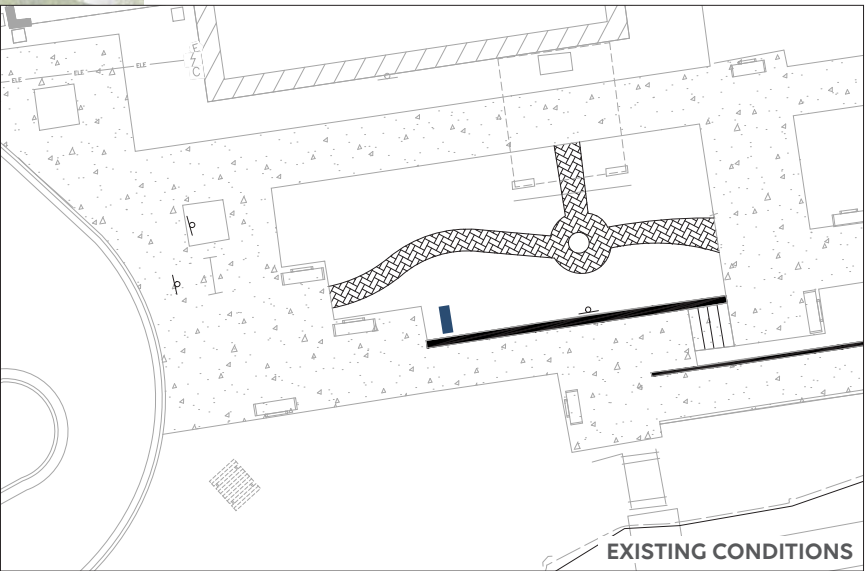
Project Sign (Tier 1) – Phase 1 Location



DEPOT DOCKS

- Project (Phase 3 Location)
- Depot Docks
- Lakewalk (Location 1 of 2)
- Dock Post [10]

Phase 2 Placement



Phase 3 Placement



LAKE STREET & FOUNTAIN PLAZAS

[ALL SIGNAGE]



- Lake Street Plaza
- Fountain
- Central Garden Bed [existing]
- Garden Bed [2]
- Garden Planter [6 – 2 existing]
- Harvest Table [4]
- Stone Bench [10 – 3 existing]
- Wood Bench [11, all existing]
- Adirondack Chair [10]

LAKE STREET & FOUNTAIN PLAZAS

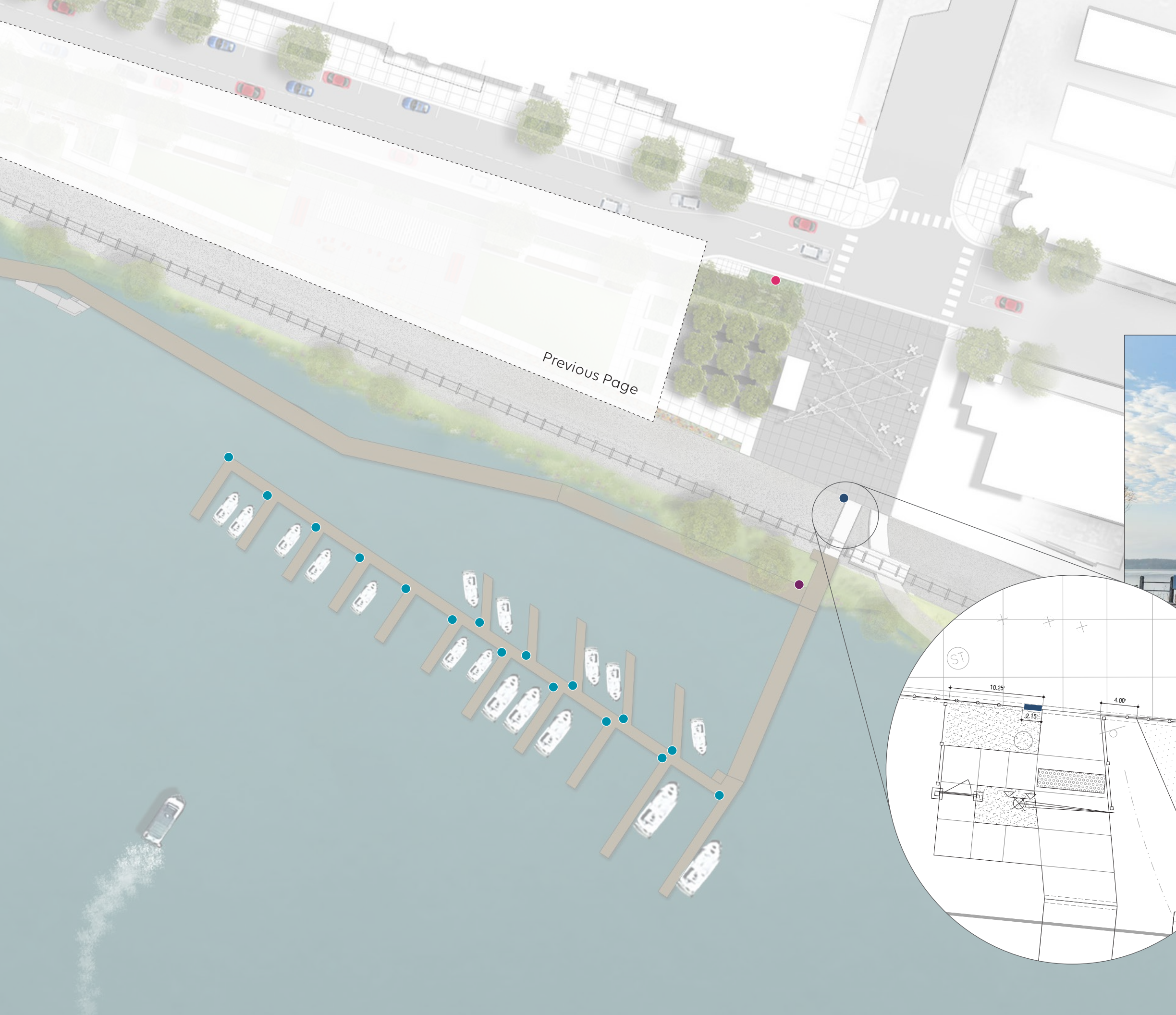
[STANDING SIGNS ONLY]

- Lake Street Plaza
- Central Garden Bed [existing]
- Garden Bed [2]
- Garden Planter [6 – 2 existing]



BROADWAY PLAZA & DOCKS

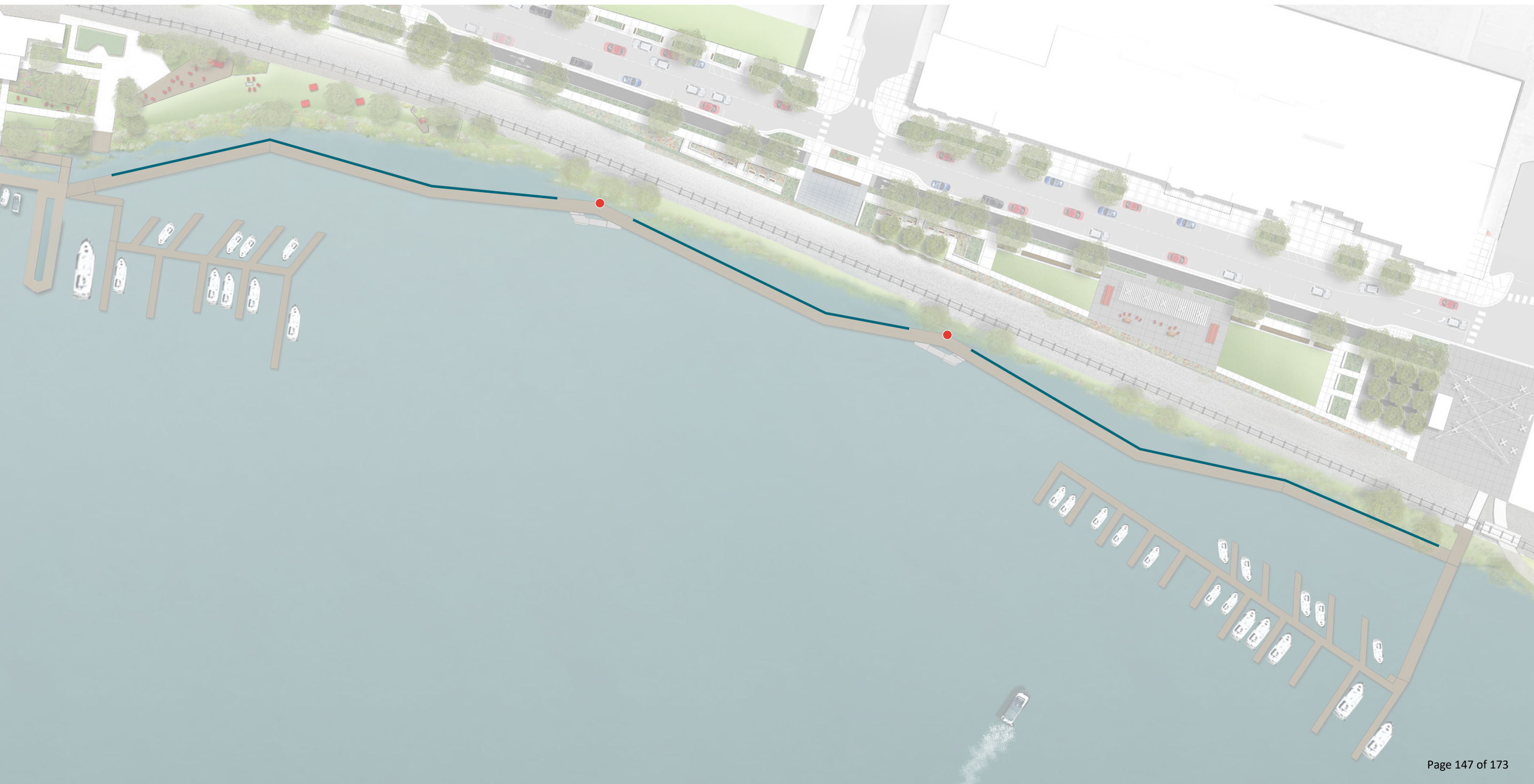
- Project (Phase 1 Location)
- Broadway Docks
- Lakewalk (Location 2 of 2)
- Dock Post [16]



VISUALIZATION

LAKEWALK

- Lakewalk Seating Area [2]
- Lakewalk Rail [735]



SECTION FOREMAN HOUSE

- Classroom [2]
- Study

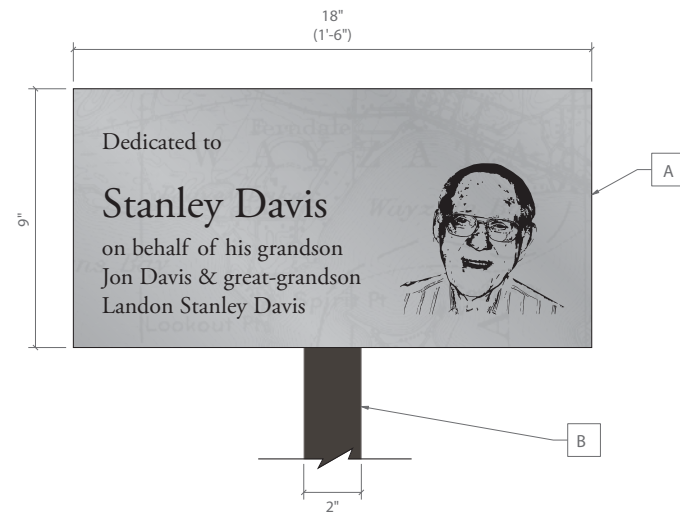




APPENDIX A
EXISTING SIGNS

EXISTING SIGNS

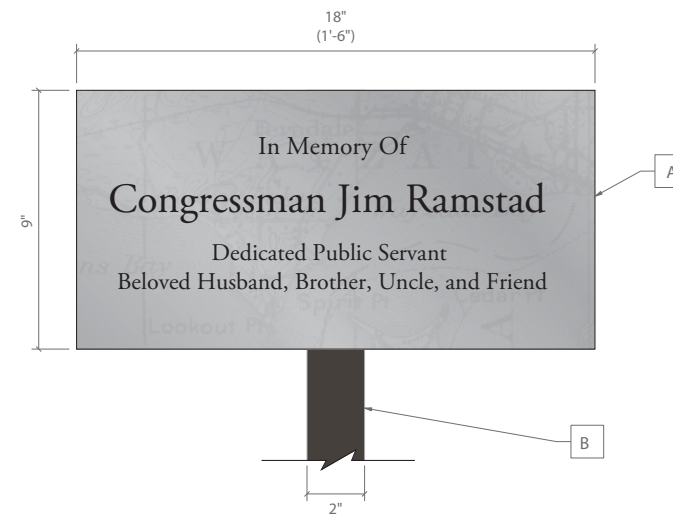
POST SIGNS*



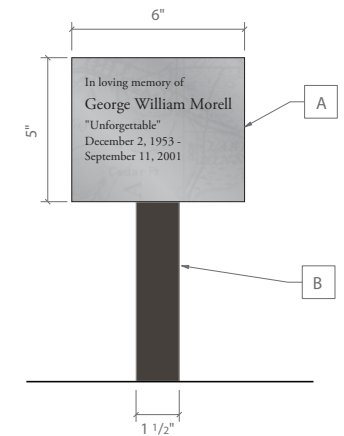
\$100,000 GIFT



\$25,000 GIFT

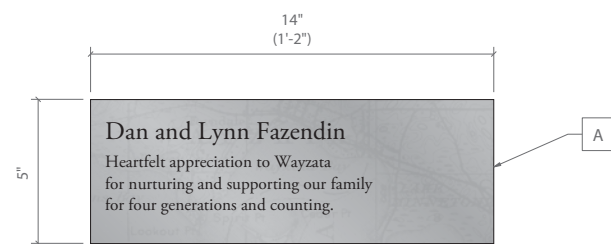


\$20,000 GIFT



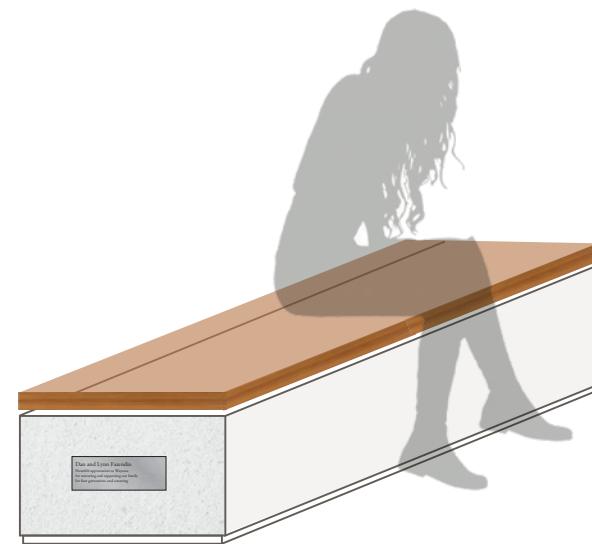
*The option to add a photo likeness is no longer offered. See Tier 4 details for updated design standards.

BENCHES



\$5,000 GIFT

- Fazendin
- Pierson
- Benson



END PLACEMENT

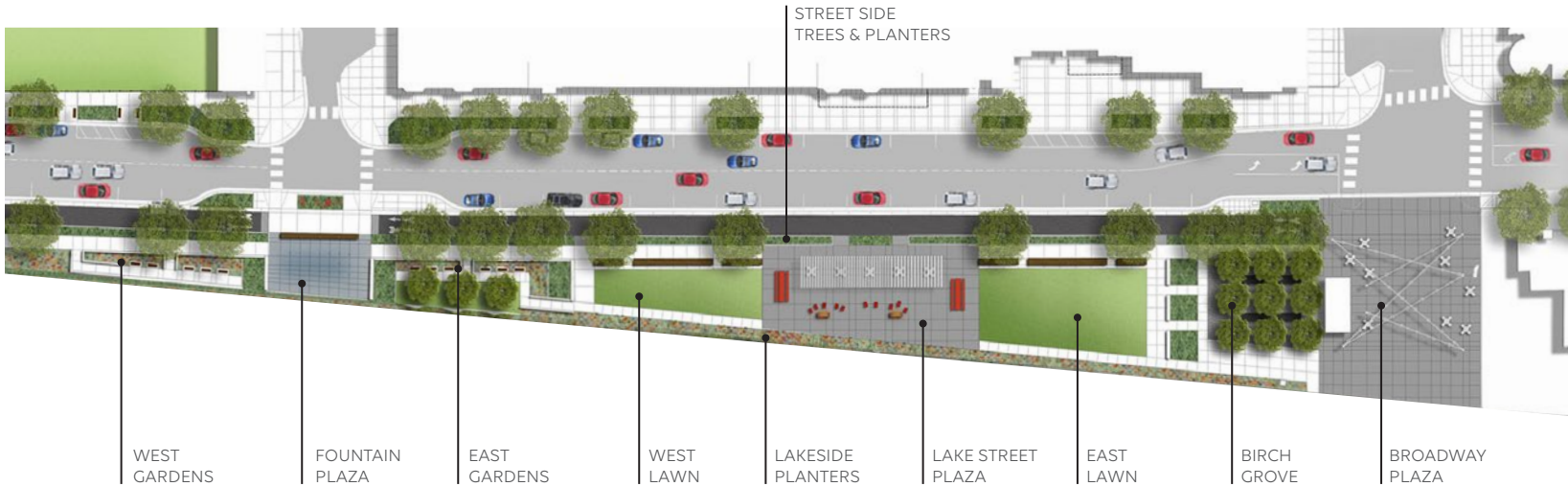


SIDE PLACEMENT

A grayscale topographic map of the Wayzata area in Minnesota. The map features contour lines, water bodies like Peavey Lake and Wayzata Bay, and various points of interest such as Spirit Pt and Cedar Pt. The text 'WAYZATA' is prominently displayed in large, spaced-out letters across the center. Other visible labels include 'Fennendale', 'Robinson', and 'MINNETONKA'.

APPENDIX B DETAILED DESIGN STANDARDS

PARK LAYOUT



DESIGN BACKGROUND & STYLE

A COMPREHENSIVE SYSTEM

Existing historic district wayfinding signage is high contrast, with a dark background and white text. The text is a serif font and speaks to a traditional character.

The new Panoway signage relates to the existing wayfinding with high contrast coloring and a serif font. The design aims to bridge a traditional feel with the modern aesthetic of the Panoway landscape to achieve timelessness and versatility.

Powder-coated warm bronze was selected for the informational, educational, and honorific signage to relate to the existing historic district wayfinding and designation signage. (Exhibit A)

Stainless steel/aluminum was selected for all donor recognition signage to relate to the modern aesthetic of the Panoway landscape, and to be visually subtle against the white benches. (Exhibit B)

To create a cohesive family, all sign types will use Garamond font for text and will be etched into the surface material.

DISTINCTLY WAYZATA

The design concept highlights Wayzata's history. Historic maps and photographs create a concept rooted in the uniqueness of this place.

- composite kettle lake
- sacred grounds
- vibrant community
- picturesque forests
- meandering shoreline
- islands and secluded bays

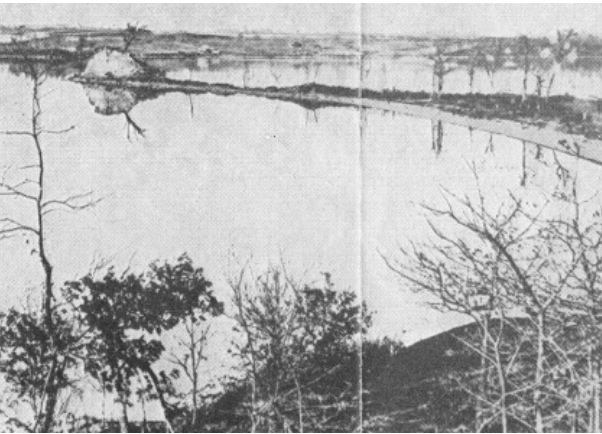


EXHIBIT C



EXHIBIT A



EXHIBIT B

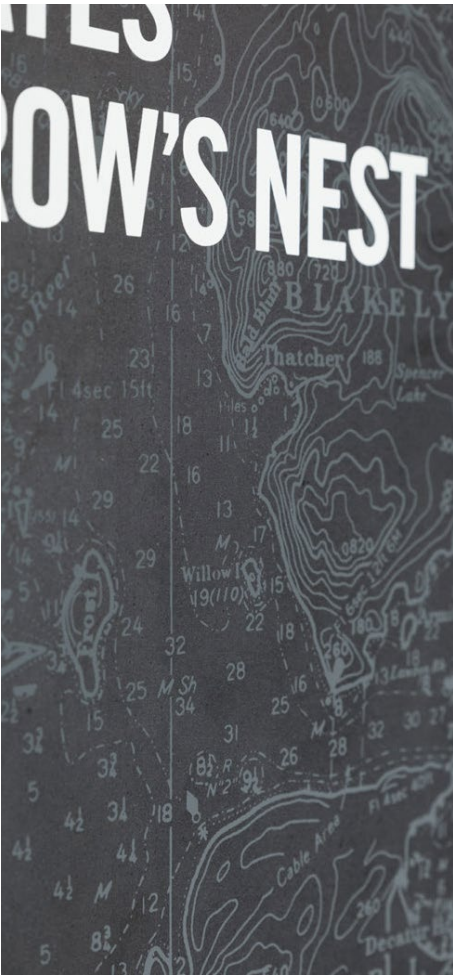


EXHIBIT D

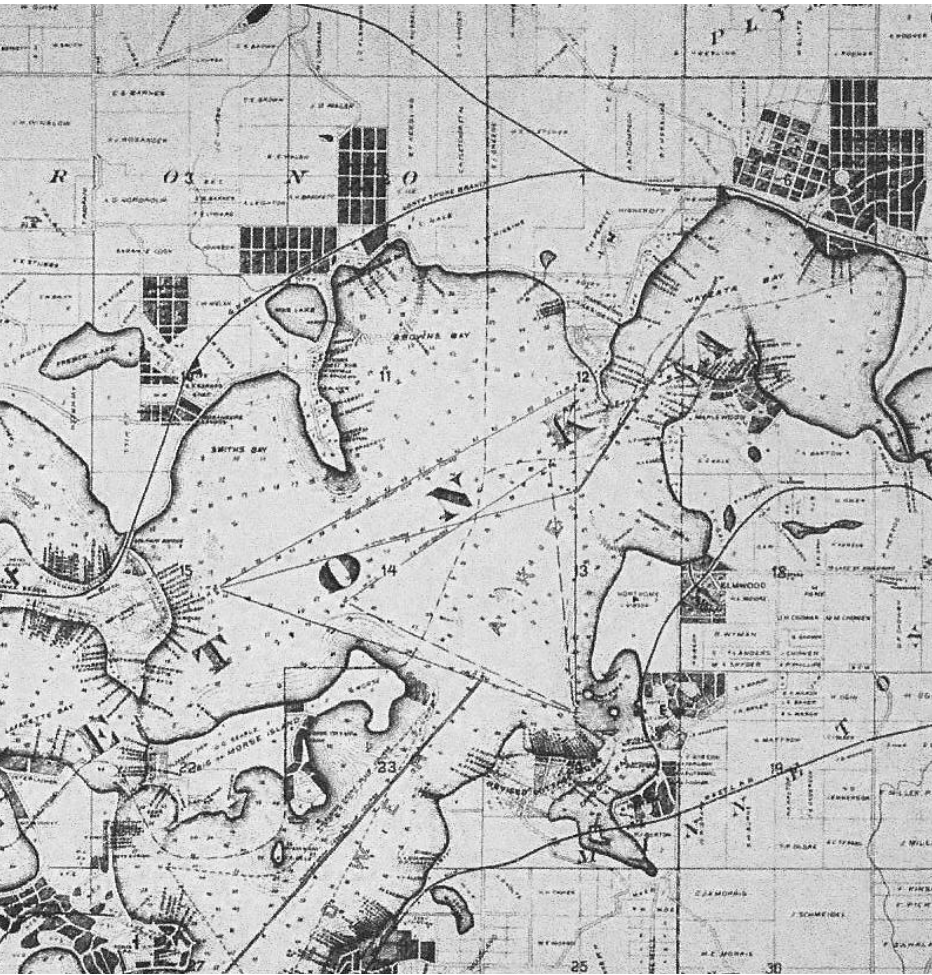


EXHIBIT E

INFORMATIONAL, EDUCATION, HONORIFIC

TIER 1A (EXISTING) STANDARDS

- Material:** Powder coated warm bronze
- Text:** None
- Size:** Varies relative to existing plaque
- Characters:** None
- Image:** Historic image relevant to subject may be etched/painted into border above

Existing educational and informational plaques to be incorporated with the design standards shall adhere Tier 1A standards.

The existing plaque may be secured to the bent-form sign. A powder coated steel frame panel will sit elevated above the plaque allowing for text to be read. This example incorporates a historic image of Spirit Knob, which is visible from the sign location.

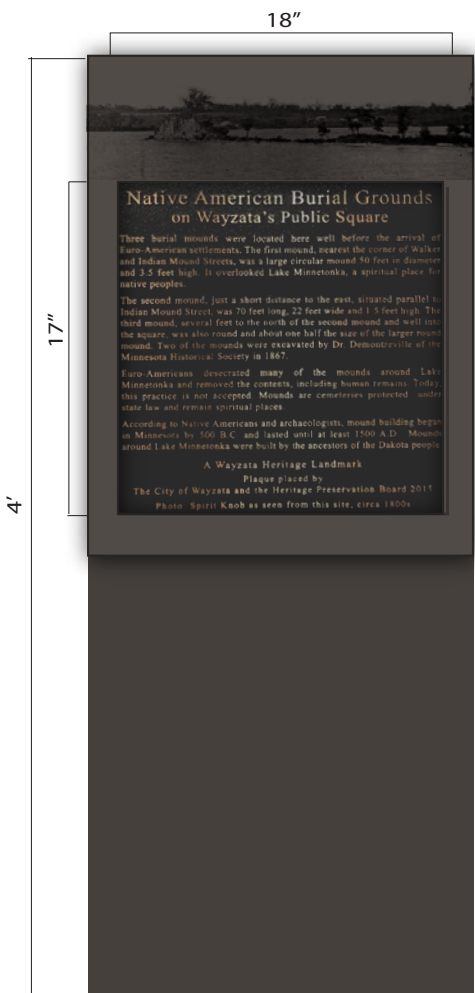


EXHIBIT A: Elevation

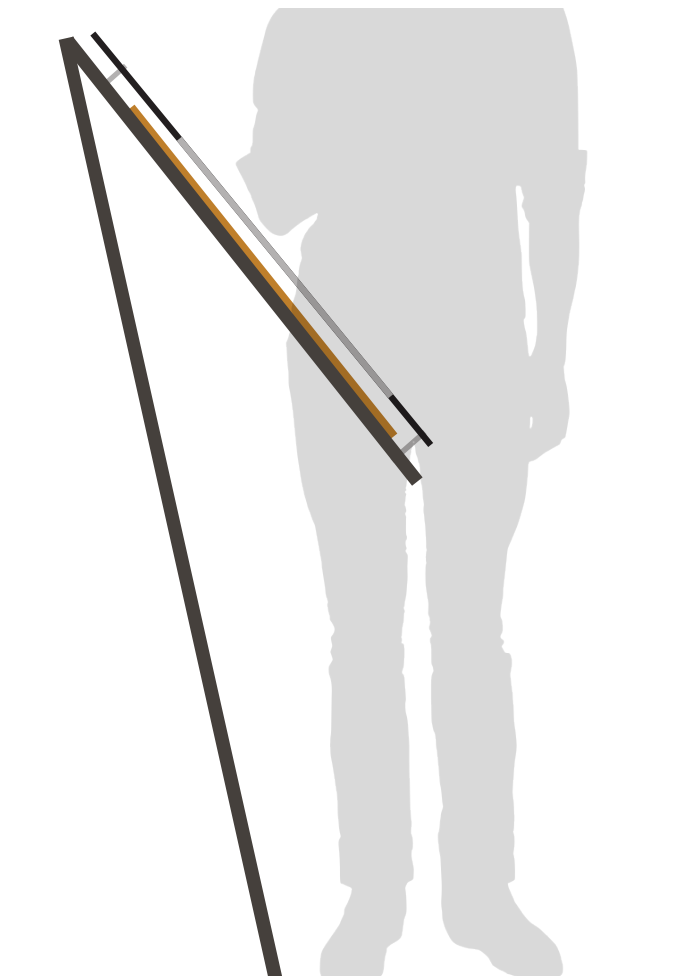


EXHIBIT B: Section

TIER 1B (NEW) STANDARDS

- Material:** Powder coated warm bronze
- Body Text:** Garamond 1/4"
- Title Text:** Garamond 5/8"
- Size:** Legible Surface 18" x 18", 4' height
- Characters:** 750 maximum, Centered
- Image:** Historic image relevant to subject may be etched/painted as background texture (Exhibit C)

All new educational and informational signage shall adhere to Tier 1B standards.

This example incorporates a historic image of Spirit Knob, which is visible from the sign location etched into the surface.



EXHIBIT C

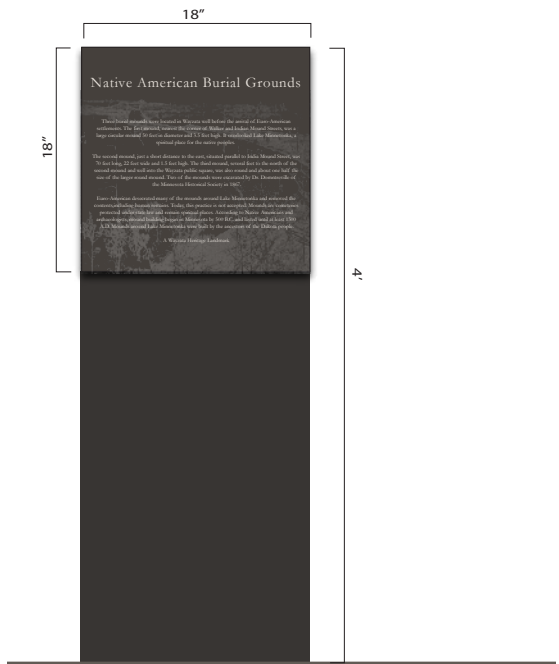


EXHIBIT D: Elevation

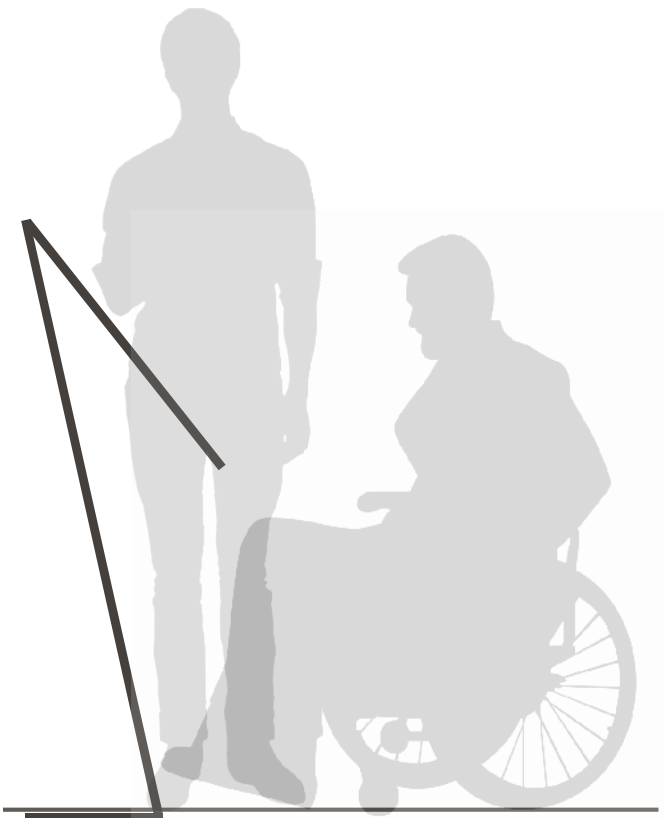


EXHIBIT E: Section

INFORMATIONAL, EDUCATION, HONORIFIC

TIER 2 STANDARDS

Material: Powder coated warm bronze
Title Text: Garamond 2 1/2"
Size: Legible Surface 11" x various lengths, 2' height
Characters: 35 maximum, Centered
Image: 1905 USGS map etched/painting as background texture (Exhibit A)

All new honorific, or public art signage shall adhere to Tier 2 standards.



EXHIBIT A



EXHIBIT B: Elevation



EXHIBIT C: Section

DONOR RECOGNITION

TIER 1 & 2 STANDARDS

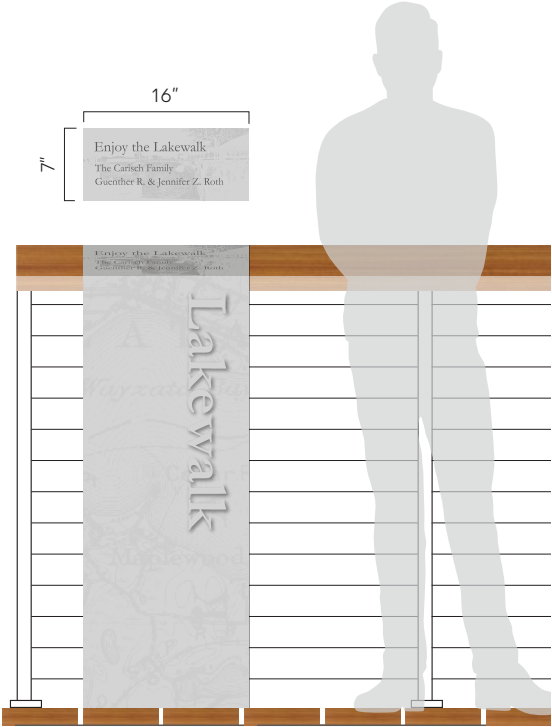
Material: Stainless steel or as noted
Text: Garamond
Design: Background graphic with etched and dimensional letters, or as noted

All new donor recognition for significant sponsorship signage shall adhere to established standards but may be reviewed by the City.

Naming rights limited to established opportunities and subject to City approval.



TIER 1: OVERALL PROJECT
Dimensional letters, etched donor name (both sides)



TIER 1: LAKEWALK
Dimensional letters, etched dedication text on rail panel



TIER 2: LAKE STREET PLAZA
Dimensional letters, etched donor name (both sides)



TIER 2: SECTION FOREMAN HOUSE
Curved warm bronze metal plate, wraps corner, routed letters

PLAN VIEW



DONOR RECOGNITION

TIER 3 & 4 STANDARDS

Material: Stainless steel or as noted

Text: Garamond

Design: Background graphic (where applicable) with etched letters; dimensional letters as noted

Fabrication: Bent panel with vertical back and angled face, or as noted



TIER 3: LARGE ANGLED SIGN

Etched letters: Large text for location name, single line donor name

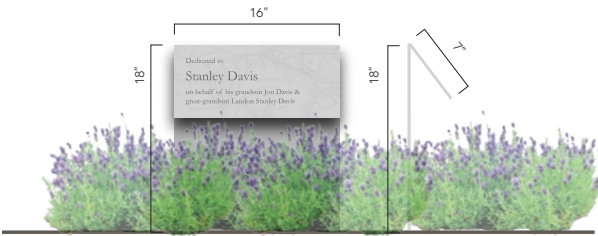


TIER 4: SMALL ANGLED SIGN*

Etched letters: One line of large text for honoree name, up to two lines of dedication text

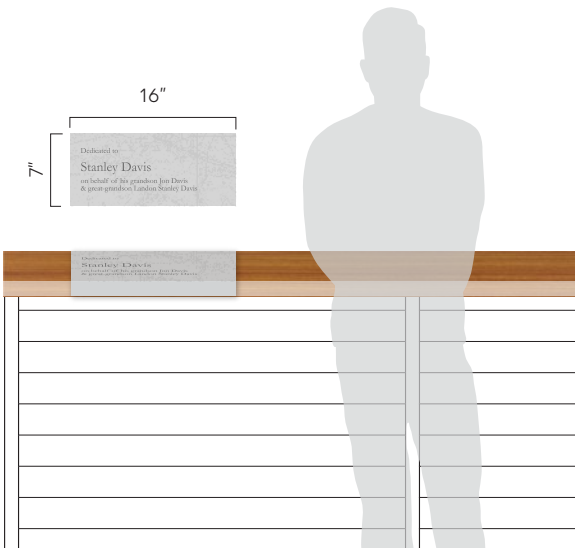
*Sign height for Tier 4 freestanding garden signs may be modified based on landscaping elements and plantings in each bed, but is not to exceed 18".

All new donor recognition for Tier 3 and 4 opportunities shall adhere to established standards. Signs that identify a named place shall have only a donor name with no supporting or dedication text, regardless of sign style.



TIER 4: MEDIUM ANGLED SIGN*

Etched letters: One line of large text for honoree name, up to two lines of dedication text



TIER 4: LAKEWALK SEATING AREA

Etched letters: One line of large text for honoree name, up to two lines of dedication text



TIER 4: FOUNTAIN

Letters etched or sandblasted onto existing stone seat wall (work to be performed on site)



TIER 4: DOCKS

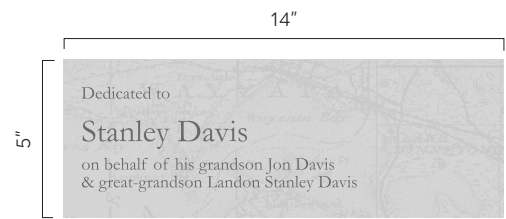
Custom fabricated sign: Kebony base with metal panels wrapping three sides; metal panels to match Tier 1 & 2 signage with dimensional and etched letters

DONOR RECOGNITION

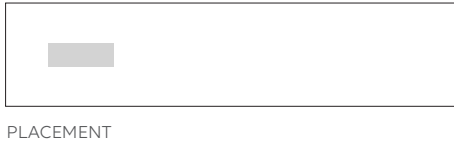
TIER 5 STANDARDS

Material: Stainless steel
Text: Garamond
Design: Background graphic (where applicable) with etched letters
Fabrication: Applied plaque

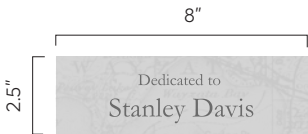
All new donor recognition for Tier 5 opportunities shall adhere to established standards. Placement of plaques shall be as shown.



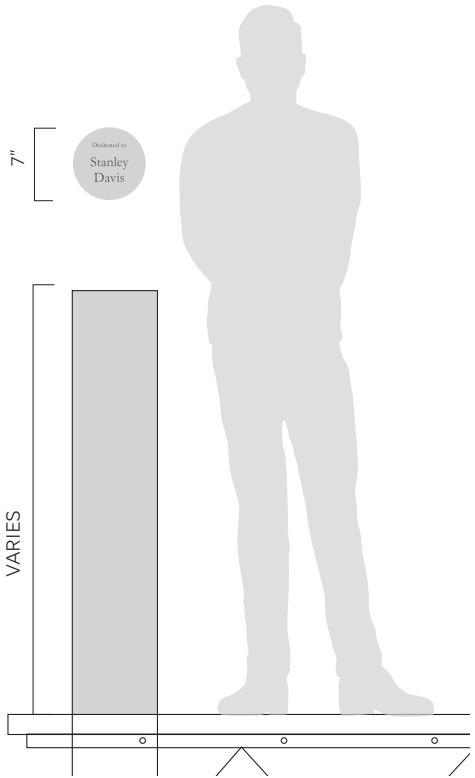
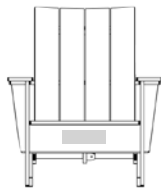
TIER 5: STONE BENCH
Etched letters: One line of large text for honoree name, up to two lines of dedication text



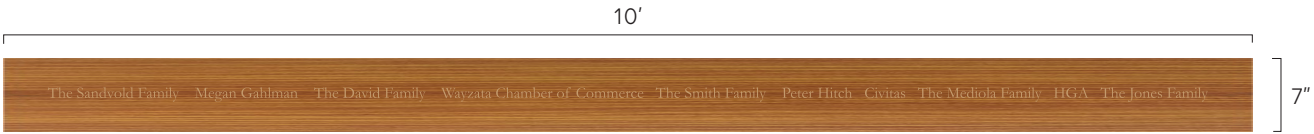
TIER 5: HARVEST TABLE
Etched letters: One line of large text for honoree name, up to one line of dedication text



TIER 5: ADIRONDACK
Etched letters: One line of large text for honoree name



TIER 5: DOCK POST
Etched letters: One line of large text for honoree name (no background graphic)



TIER 5: LAKEWALK RAIL
Engraved letters: 1" cap height (110 pt), 30 character maximum per name, average of 7 names per 10' section (approx. 150 characters), 1.5" spacing between names; install minimum one full rail section at a time



HGA

THE WAYZATA CONSERVANCY
PANOWAY DONOR SIGNAGE

CITY OF WAYZATA POLICY ON NAMING AND DEDICATING CITY-OWNED LAND AND FACILITIES

Adopted by the City Council on March 2, 2021 Pursuant to Resolution No. 07-2021

1. Background and Purpose

The City of Wayzata has a long history of naming and dedicating City-owned land and facilities, including the lakeshore benches, Klapprich Park, Bell Tennis Courts, and multiple historic designations throughout the City.

Wayzata also has opportunities with existing and future City-owned land and facilities (such as those that associated with the *Panoway* project) to tell the story of Wayzata's past and present; to commemorate events; to educate and inform; and to honor those that have made significant civic, cultural, and financial contributions to the City and its public spaces.

In light of this history and these opportunities, the purpose of this Policy is to:

- A. Allow residents, community groups, civic organizations, businesses, philanthropic organizations, and individual donors, to make requests and suggestions for the naming of City-owned land and facilities.
- B. Provide a clear process for reviewing and approving the naming and dedication of City-owned land and facilities, and for reviewing and approving signage and other features that commemorate events, honor individuals, recognize donors, and educate and inform the public.
- C. Provide standards for the shape, form, context, design, language, and other visual aspects of any approved naming, honoring, informing and educating associated with City-owned land and facilities.
- D. Provide opportunities for valuable public and private support for City projects, programs, facilities, and spaces that benefit the public, visitors, and residents of Wayzata.

2. Scope

This policy applies to all City-owned land and facilities with the exception of City streets. Some parts of this policy apply only to specific City-owned land and facilities (such as *Panoway* areas and features) or where donations to the City are involved.

3. General Principles

- A. Except as otherwise provided in this Policy, the City Council shall have the sole authority to approve commemorative, educational, and honorific signage and installations on City-owned land and facilities, and to name or rename City-owned land and facilities.
- B. The City's general policy is to retain existing names of City-owned land and facilities, particularly when the name has City or regional significance. However, the City Council may consider renaming recommendations that meet the City's naming criteria outlined in this Policy.

- C. Except as otherwise provided in this Policy, the donation of land, facilities, or funds shall not create an obligation for the City to name the land or facility, or any portion of it after the donor or other individual, family, or organization.
- D. Except as otherwise provided in this Policy, the cost of plaques, monuments, and replacements signs resulting from naming or renaming City-owned land or facilities will be borne by the individual, group, or organization sponsoring the request.

4. General Criteria

- A. The following criteria shall be considered in the naming or renaming of City-owned land and facilities:
 - 1. The name should, if possible, include or preserve any significant geographic, environmental, cultural, or historic connotation to the area in which the land or facility is located.
 - 2. Consideration should be given to the practical impacts of any change of name, including the relative familiarity, importance and common use of a name.
 - 3. Special consideration may be given to recommended names in honor of any individual, family, or organization that has:
 - a. Donated money for the acquisition, purchase, construction, renovation, or maintenance of the land or facility;
 - b. Provided major and lasting service or in-kind contributions to the acquisition, purchase, planning, development, renovation, or maintenance of the land or facility; or
 - c. Made significant contributions to the City, that will have a long-lasting and positive impact on the community.
 - 4. The names of City-owned land and facilities may be considered by City Council at any time, and will be considered whenever a significant public project is undertaken, major renovations or remodeling of public facilities are done, or there is a significant public concern regarding an existing name.

5. General Procedures for Naming and Renaming

- A. A request to name or rename City-owned land or a facility shall be made in writing.
- B. The City Manager or his/her designee will review the request, request any additional information needed, and designate an appropriate City staff person/s to review the request and make a recommendation to the City Council.
- C. The City Council shall consider the request and recommendation and approve or deny it based upon the criteria of this Policy and any other relevant factors related to the health, safety and welfare of the community. City Council may also direct the City Manager to conduct further study on the recommendation before making a decision to approve or deny the recommendation.

6. Panoway Specific Policies and Procedures

Given the scope, importance, and significant public and private partnerships associated with the City's *Panoway* project, the following policies and procedures of this section of the Policy shall apply to all City-owned land and facilities that are a part of the *Panoway* project.

This part of the Policy outlines how and when gifts and donations to *Panoway* will be recognized, and addresses naming opportunities for facilities and amenities within *Panoway*. It covers both *honorific* (no money) and *philanthropic* (money donated) naming and dedications, as well as educational signage. It is intended to guide the City and the Wayzata Conservancy in donor and other requests for naming landmarks and features within *Panoway*.

A. Types of Naming and Recognition Within Panoway

The City will consider the following types of naming and recognition within *Panoway*:

1. *Honorific* – Intended to honor or pay tribute to individuals or groups, or to commemorate significant events (e.g., 911 Memorial)
2. *Educational* – Intended to educate the public on significant historic, environmental, cultural, or civic aspects of *Panoway* (e.g., Native American Historic Designation)
3. *Donor Recognition* – Intended to recognize those who have made donations to *Panoway*, or those that donors wish to remember or honor others (e.g., benches with plaques in memory of loved ones)
4. *Naming Rights* - Intended to recognize or commemorate those who have made Major Donations that have helped make possible significant features of *Panoway* (e.g., Section Foremans House)

B. Process for Reviewing Naming and Recognition Requests

The City will use the following procedures to consider and approve naming and recognition requests within *Panoway*:

1. Honorific and Educational naming and recognition, that does not involve donations or financial or other consideration of any kind, will follow the policies and procedures in Sections 2-5 of this Policy.
2. Donor Recognition and Naming Rights will follow the policies and procedures of Section 6.C. of this Policy below.

C. Donor Recognition and Naming Rights Review and Approval Procedures

1. Prospective donors to *Panoway* who are interested in Donor Recognition or Naming Rights must first complete a request form that references and complies with the terms of this Policy, and submit it to the Conservancy.
2. The request will be reviewed initially by the Conservancy according to the criteria of this Policy.

3. Upon completion of review of a request the Conservancy believes meets the criteria of this Policy, the Conservancy shall forward the request to the City for review.
4. Upon receipt of a request form from the Conservancy, the City Manager (or his/her designee) may approve the request if it is associated with a Minor Donation (as defined below) to *Panoway*, and the request, in the judgment of the City Manager, meets the criteria of this Policy. If the request is associated with a (i) Major Donation and/or (ii) Naming Rights request, then the City Manager shall present the request to the City Council for its approval or denial. The City Council shall approve or deny the request based on the criteria of this Policy, and any other reason that goes to the health, safety or welfare of the City. City Council may also direct the City Manager to conduct further study on the request before making a decision to approve or deny the request.
5. For Naming Rights requests, the recommendation from the Conservancy shall include the key terms for the Naming and a written analysis and recommendation by the Conservancy.
6. Once a Naming Rights request has been approved by the City Council, no material changes to the approved request may occur without approval of the City Council.

D. Naming Rights Criteria

The following shall apply to all Naming Rights requests within *Panoway*:

1. The Conservancy and the City should carefully consider the implications and effects of the proposed naming and association with the City and *Panoway*, and conduct appropriate due diligence on the request.
2. Duplication and confusing similarity of names should be avoided.
3. Consideration should be given to geographic location, historical or cultural significance and natural or geological features of Facilities and areas to be named.
4. Facilities and areas should only be named in connection with a significant gift or Major Donation, unless approved as an Honorific or Educational naming.

E. Terms for Donor Recognition and Naming Rights

The following terms shall apply to all types of naming and recognition within *Panoway*:

1. The City shall have the right to deny any donation or request for any type of naming or recognition if it determines that accepting the donation or approving the request would be inconsistent with any City policy, plan, mission or values statement; contrary to law or regulation; or detrimental to the health, safety or welfare of the City.

2. The duration of approved naming and recognition may be indefinite, or for a specific time specified in the approval of the naming or recognition.
3. The City reserves the right, in all cases, to modify or change any naming or recognition if it determines:
 - a. A change in the need or use of a Facility requires its removal from *Panoway*; or
 - b. New information or a change in the status of the person or organization associated with the Donation or Naming Rights would be inconsistent with any City policy, plan, mission or values statement, or would subject the City to unlawful, negative, or detrimental associations.

F. Design, Text, and Physical Features

All types of naming and recognition within *Panoway* shall confirm with the design guide for naming and recognition that has been approved by City Council (and that may be updated from time to time by City Council), and that contains the standards for the shape, form, context, design, and language used. Any deviation from these standards shall require City Council approval.

7. Definitions

- A. “Conservancy” or “Wayzata Conservancy” is a 501(c)(3) nonprofit organization established in 2016 to advocate for and raise private philanthropic funds for *Panoway*.
- B. “Donations” are gifts or contributions of cash, goods or services where no reciprocal benefit is given or expected.
- C. “Donor Recognition” is intended to recognize those who have made donations to the City (or a City project, like *Panoway*), or those that donors wish to remember or honor (e.g., benches with plaques in memory of loved ones)
- D. “Educational” naming or recognition is intended to educate the public on significant historic, environmental, cultural, or civic aspects of Facilities (e.g., Native American Historic Designation).
- E. “Facilities” are any City-owned building, structure, art piece, natural feature, recreational facility, land, or area.
- F. “Honorific” naming or recognition is intended to honor or pay tribute to individuals or groups, or to commemorate significant events (e.g., 911 Memorial).
- G. “Minor Donations” are any donations under \$50,000.
- H. “Major Donations” are any donations of \$50,000 or more.
- I. “Naming Rights” are the rights to name a Facility, or part of a Facility, and are intended to recognize or commemorate those who have made Major Donations that have helped make possible significant features of City project, like *Panoway* (e.g., Section Foremans House).
- J. “Panoway” is the City of Wayzata’s *Panoway on Wayzata Bay* project to restore, protect and enhance Wayzata’s downtown lakefront.



City of Wayzata City Council Agenda Report

MEETING DATE: January 23, 2024	AGENDA ITEM: 8.d
TITLE: <u>Consider Special Event Permit Request for Amended Chilly Open Event by the Greater Area Chamber of Commerce</u>	
PROPOSED MOTION: To Deny or Approve the Special Event Permit Request for Amended Chilly Open Event by the Greater Wayzata Area Chamber of Commerce	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY:	

ACTION REQUESTED:

Staff has had limited time to provide feedback on another "on-ice" option and is therefore more comfortable with the standard on-ice plan, as long as the ice is deemed safe, and we do not find the Chamber's rationale compelling for a second on-ice option. If the Council wanted to allow the Chamber to pursue the additional on-ice option at the Sailing Center and Yacht Club, it should approve but authorize staff to work with the Chamber on appropriate conditions of approval, and authorize staff to amend the temporary liquor license with the new location of the 19th hole tent.

FINANCIAL OR BUDGET CONSIDERATION:

Upon approval, the 2024 permit fee for this event would be \$717.00, per the Special Event fee schedule. Public Safety and Public Works-related costs borne by the City would also be reimbursed by the applicant.

2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:

Sustain Community Character & Safety

This event adds to the vitality of the community during the normally quiet winter months and also serves to help raise funds for Chamber operations. Parameters on the event must be closely evaluated to ensure success doesn't compromise public safety and the quality of life of residents.

BACKGROUND:

This item was discussed at the January 9th Council Meeting subject to conditions as the Chamber was seeking an "on-land" Plan B option to still host this year's Chilly Open in case the ice on Lake Minnetonka was not thick enough to conduct a safe event in the normal on-ice location. After significant discussion, the Council ultimately approved the Plan B option subject to several conditions.

Since that time, cold weather has helped thicken the ice on the lake to make an on-ice event more realistic. In addition, the Chamber received feedback from Chilly Open ticket holders that indicated that many of them were not interested in participating in an on-land event where alcohol consumption is more regulated.

As a result of those updates, the Chamber has submitted another amended request to have another on-ice option where the event would be centered around the Wayzata Sailing Center and Wayzata Yacht Club as well as the ice surrounding it. That supplemental information is attached. Staff has only had a chance to provide preliminary feedback about the event. Considerations such as safety, communications, traffic, and alcohol licensing would have to be addressed prior to the event date.

ATTACHMENTS:

1. Chamber - Chilly Open Council Agenda Item Request

WAYZATA AREA CHAMBER

The Greater Wayzata Area Chamber of Commerce requests the addition of an agenda item to the Wayzata Council Meeting, Tuesday, January 23rd, regarding the 2024 Wayzata Chilly Open.

We are seeking Council approval for an additional location to access the lake, if needed, for the event. Background information for this request is included below.

The Chamber, first and foremost, is interested in a safe event for all stakeholders. Additional interest is to provide a positive community event, and facilitate an economic benefit to the business community during a season of low activity. Lastly, this event, with its history, has provided an important fundraising opportunity for the Chamber.

2024 Chilly Open - Location Summary with updates and pros and cons for each:

First Choice - Wayzata Beach Access (On Ice) - The location used for 40 years

Update: With the current subzero temperature streak, we are making solid ice. As of January 18th, we are measuring 10 inches in Wayzata Bay, and with subzero temperatures in the forecast, we could continue to make up to a half inch to an inch of growth each day. There is a realistic chance we will be able to host the event on ice this year. We have been taking daily ice measurements and working with local authorities to ensure this will be a safe event. It's not a question of "are we making ice" it's a matter of "can we make enough ice to host the event safely". There are 2,200 participants this year.

Pros

- Years of experience, success and familiarity at this location and approved by City Council
- Use of TCF lots - we could direct volunteers or golfers for parking
- Consistent resident/business impact

Cons

- Dredging project impact to area and waterflow?
- Jagged walkway at beach access - options to smooth this out?
- Ice conditions - will we have snow?
- Barges in the water

Second Choice - Sailing Center Access (On Ice) - Council approval required

Update: Following the approval from City Council for an on land option for Chilly Open, the temperatures began to drop and the opportunity to host the event on the ice became more feasible. Considering the challenges discussed with the City about the Boatworks and Marina area this year, we considered the use of an alternative access to the lake. This is intended to be a back up plan only, in case the beach access is hindered for any reason.

Pros:

- Access won't be impacted by city construction projects (on land and barges frozen in the water)
- Construction equipment will not have to move or project work-around during the event
- Ice has formed naturally and not rough (compared to beach from ice chopping during construction)
- Approval from Wayzata Sailing and Wayzata Yacht Club to use their property for off ice elements such as the 19th hole tent (see letter of support from Matt Thompson)
- Wayzata Sailing relationship with adjacent residents is good and will help facilitate communication to advise those residents

Cons:

- Requires City Council approval on Jan. 23
- Tighter space for chili restaurants
- Unfamiliar territory for sponsors/vendors - enhanced communication required
- Plan for pro ticket holders - Shuttle from 6Smith?
- Traffic flow requirements? No concern from Police Chief to date
- Might have to work around fish houses
- Ice conditions - will we have snow?
- Need to find a location for 60 people on Saturday for a WYC group
- New residents adjacent to event to communicate to

Third Choice (eliminated) - Boatworks Parking Lot (On land) - Council approved with conditions - now a consideration for future years.

Update: Following the Council approval of the on land option as back up due to the ice conditions, we continued to gain additional information on the viability of this option. We surveyed our ticket holders and sponsors and had a tremendous response.

Summary: A BYOB event is not possible on land. It's a state law and the City of Wayzata cannot make an exception for a BYOB event on land due to liability/accountability. If we consider an on land event, the Wayzata Area Chamber has a liquor license and would sell beverages at a discounted rate, but the event on land cannot be BYOB.

50% of respondents to the survey said they would not attend the Chilly Open if the event is not BYOB and cannot provide an on ice experience. Almost 80% understood we needed more time to make the decision to move forward or cancel. Responses gave us time and a new perspective.

Due to the responses, we anticipate a high rate of refunds required for an on land event which dramatically impacts the fundraising outcome. This coupled with the impact to the Boatworks area this year, as a result of construction, has rendered an on land event undesirable for the Chamber and our stakeholders this year.

Thank you City Council and City Staff for your support and consideration of this request and previous discussions.

Attachments:

- Update to golfers and sponsors on Wednesday, January 17th indicating we are moving forward with an on ice event and we will have a final answer on Wednesday, January 24th. Pending ice conditions, we will have the event on ice or cancel.
- Letter of support from Matt Thompson, Executive Director, Wayzata Sailing
- Location Maps

2024 WAYZATA CHILLY OPEN UPDATE

This cold snap has been the most welcome surprise! Please know this is a fluid situation and we are doing our best to balance the safety of hosting this event with the unpredictable and inconsistent weather conditions. It's not a question of "are we making ice" it's a matter of "can we make enough ice to host the event safely". There are 2,200 participants this year.

Here's the good news –

With this subzero temps streak, we are making some solid ice. As of January 16, we are measuring 8 inches in Wayzata Bay, and with subzero temps continuing we could make up to a half inch to an inch of growth each day. Meaning, there is a realistic chance we will be able to host the event on ice this year. We have been taking daily ice measurements and working with local authorities to ensure this will be a safe event.

Therefore, our planning committee is proceeding with an on-ice event for February 10, 2024. We will know more by next week. But, we need to grow more ice and will reassess any changes to the plan at that time. **Our decision day will be Wednesday, January 24.**

We sent out a survey to our ticket holders last week and we had a tremendous response. Thank you for providing important feedback to our questions. Here's a quick summary and the facts.

- A BYOB event is not possible on land. It's a state law and the City of Wayzata will not make an exception for a BYOB event on land due to liability/accountability. If we consider an on land event in the future, the Wayzata Area Chamber has a liquor license and would sell beverages at a discounted rate, but the event on land cannot be BYOB. 50% of respondents to this survey question said they would not attend the Chilly Open if the event is not BYOB.
- Almost 80% of you understand we need more time to make the decision whether to move forward or cancel so the majority of you support a later decision date. We appreciate your patience and understanding – and thanks for riding the rollercoaster with us!

Continue to follow our social posts for updates. Any major announcements will be made there.

Golfer Tickets for 10am Amateur (very limited!) and Pro are available. [Click here to purchase tickets >>](#)

Hole Sponsorships are available. [Click here for more information >>](#)

This update was made Wednesday, January 17.



Matthew Thompson

Executive Director, Wayzata Sailing
matthew@wayzatasailing.org
+1(952) 222-7649

Wayzata City Council, Community, and Permitting Staff:

I am writing on behalf of the Greater Wayzata Area Chamber of Commerce, Chilly Open, paid staff, and volunteers. Unfortunately (or fortunately) I am unable to attend tonight's meeting due to a family vacation. But I felt it important to make ensure my support was heard.

Following feedback from the 1/9/2024 City Council meeting, the Chamber has worked incredibly hard to adjust and create other options to protect city assets. Issues with a fully onshore event were heard, and Wayzata Sailing worked to connect Wayzata Yacht Club and the Chamber to create an additional offshore opportunity through the use of Wayzata Sailing, Wayzata Yacht Club and the Arlington Circle fire access.

Regardless of the permitting proposals presented (if any) at the upcoming January 23rd City Council Meeting, I hope the pivot, communications, and planning of the last two weeks can serve as proof positive that the Chamber is both willing and committed to addressing any issues, to ensure Chilly Open is both successful and a net positive for our community. I understand that with a shifting winter that plans may not be fully committed. I echo Mike Kelly in my trust that this organization has more than proven its ability to work through any issues and should be trusted with permitting changes as requested, with the knowledge that they will be responsive and receptive to *any* additional issues raised by the community, neighbors, or the city. After 40 years of Chilly Open - not to mention Art Experience, JJ Hill Days, and numerous other events - they have time and time again proven that they are worth our trust.

As a fellow non-profit, their continued support of businesses and our communities relies on a financially successful event. I understand that event changes without a full plan are an incredible ask. But for this incredible group, the Chamber deserves the trust, for this year, to receive permits in a fashion that allow them to focus on creating a community responsive event, knowing that they will tirelessly do the due diligence to protect our Wayzata community and its assets.

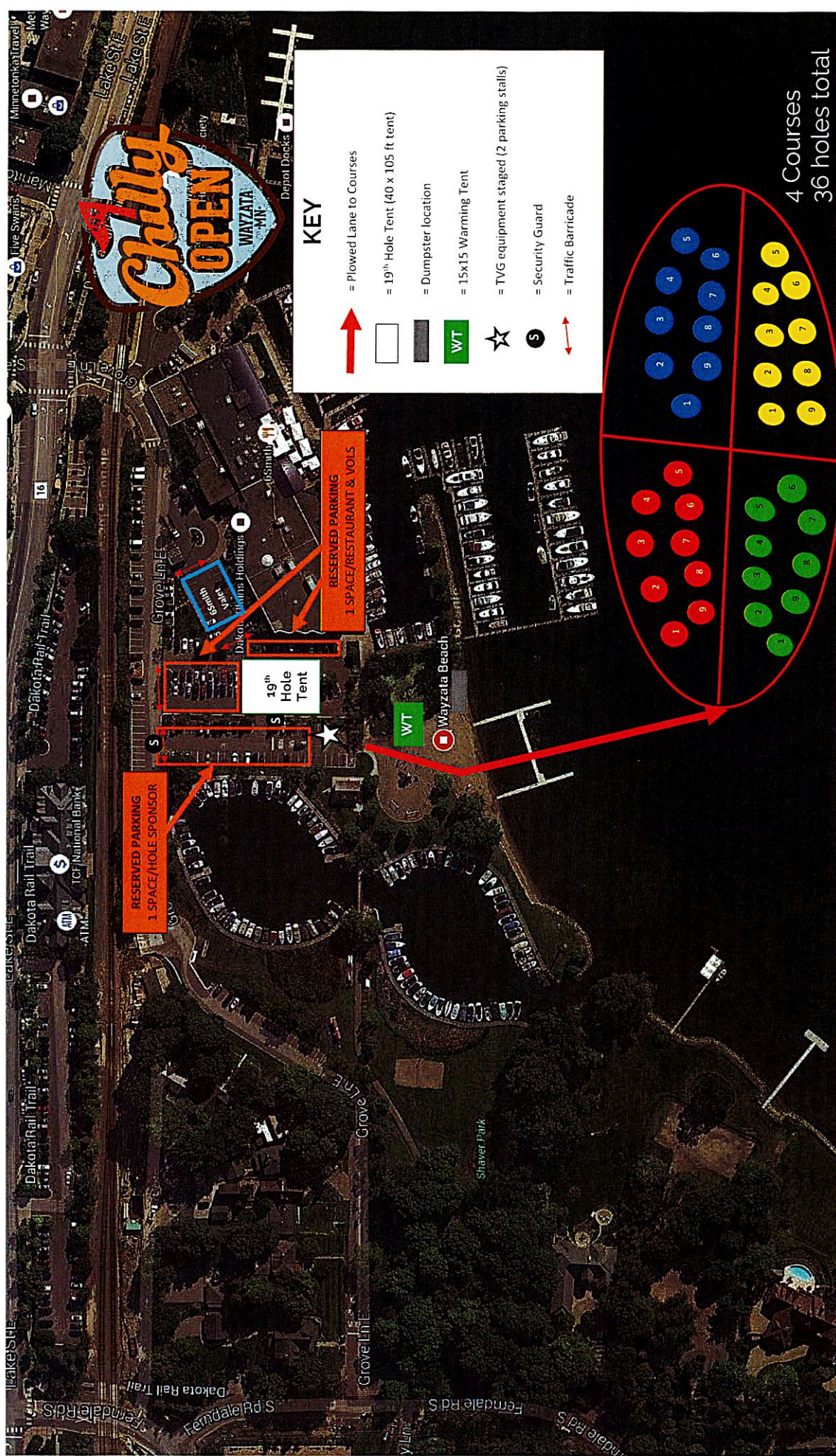
They have hundreds of volunteers, businesses, and community members ready to carefully and safely run this event. Please trust that any concerns or detail missing from a submitted proposal this evening will be addressed, promptly, and should not delay the approval of any permit.



Matthew Thompson

WAYZATA CHILLY OPEN 2024 MAP WAYZATA BEACH – ORIGINAL PLAN

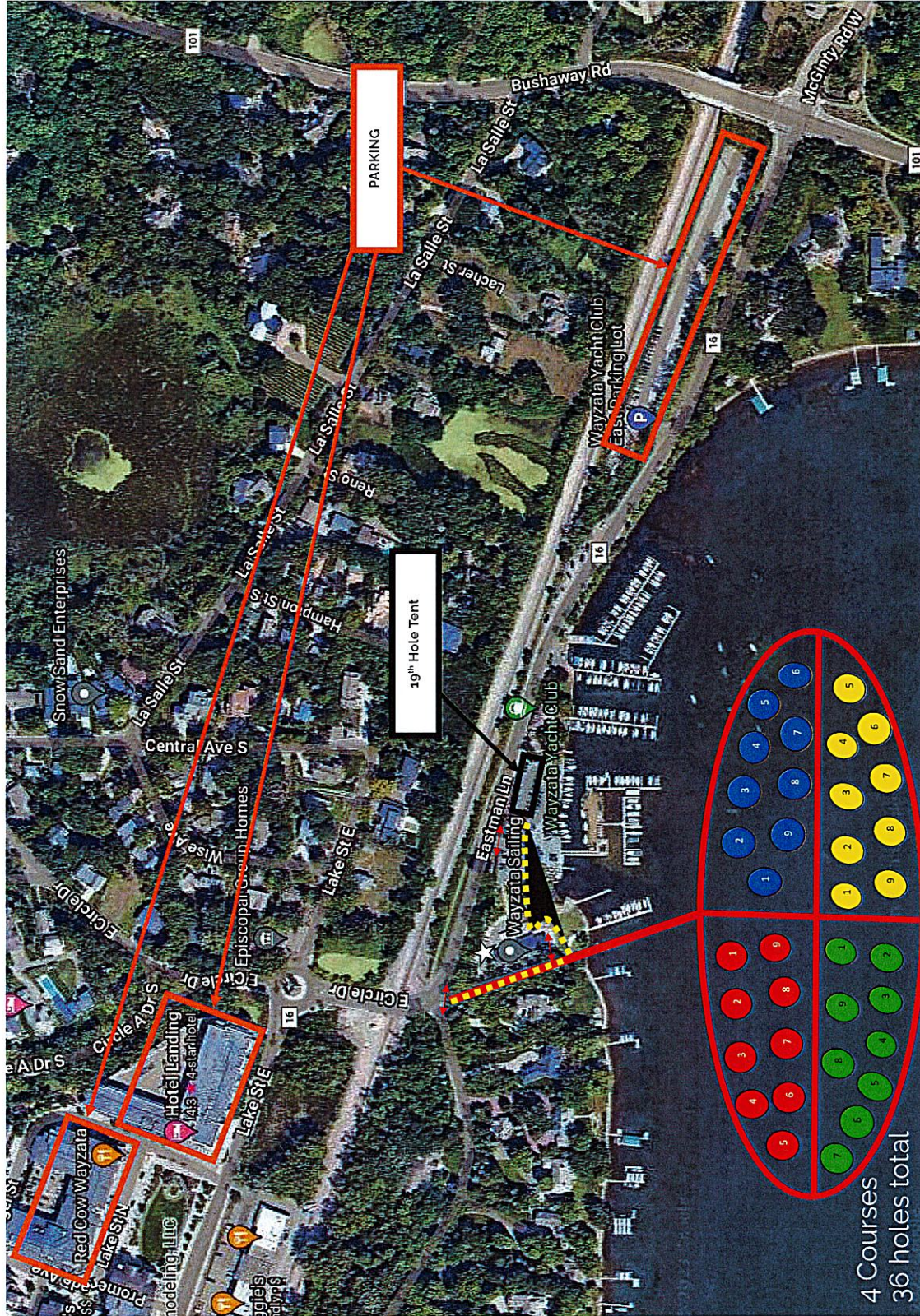
APPROVED BY CITY STAFF & HCWP



WAYZATA CHILLY OPEN 2024 MAP
PUBLIC ACCESS BY WAYZATA SAILING - ALTERNATIVE PLAN
SEEKING APPROVAL FROM CITY COUNCIL



- KEY**
- = Plowed Lane/Access to Courses
 - = Walking Access
 - = TVG & Dumpster
 - = Traffic Barricade & "No Alcohol Beyond This Point"



ON LAND / BOATWORKS PARKING LOT - ALTERNATIVE PLAN

APPROVED BY CITY COUNCIL WITH CONDITIONS ON JANUARY 9, 2024



Update 1/17/24: Chilly Open not moving forward with this plan for 2024 due to golfer/sponsor feedback and construction projects.