

WAYZATA CITY COUNCIL MEETING AGENDA
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, October 6, 2015

4:15 PM Dinner Available for Wayzata City Council - Conference Rm.

WORKSHOP TOPICS FOR DISCUSSION:

- 1. Forecast Public Art with Jack Becker (4:45 PM)**
- 2. Review Special Event Permit, Policy & Process (5:45 PM or immediately following)**
- 3. Next Steps Lake Effect: Review Committees & Board Structures (6:30 PM or immediately following)**

7:00 PM - CITY COUNCIL MEETING

ITEM	DESCRIPTION	PRESENTER	JM	AM	KW	BA	ST	VOTE	PAGE #
1	Roll Call								
2	Approve Agenda								
3	Public Forum - 15 Minutes (3 min/person)								
a.	2015 Trolley Season Recap	Amdal							
4	New Agenda Items (3 min/councilmember) - 1. Councilmember suggest item to add; 2. Must be seconded by another Councilmember; 3. Determine staff resources, scheduling & timeframe; 4. Discuss & vote to add to future agenda								
a.									
5	Consent Agenda								2
a.	Approval of City Council Workshop Meeting Minutes of September 15, 2015 and City Council Regular Meeting Minutes of September 15, 2015								
b.	Approval of Check Register								
c.	Municipal Licenses Which Received Administrative Approval (Informational Only)								
d.	Approval of Municipal Licenses								
e.	Approval of Personnel Policy Language Changes and Revised Personnel Policy								
6	New Business								
a.	Lake Effect: Consider Contract with Civitas for Signature Project Design	Nelson							63
b.	Review Downtown Parking Pilot Project Results	Peters							77
c.	Exterior Building Material Change Request for 143 Huntington Ave	Zweber							150
d.	Consider Resolution No. 36-2015 C&V ROW Encroachment Agreement	Zweber							181
e.	Consider Reconstruction of East City Parking Lot	Kelly							215
f.	Discuss Pedestrian Connection Along Circle A/East Neighborhood and Timing of Landscaping in the East Buffer	Kelly							217
g.	Consider Resolution No. 37-2015 Approving Contract with MnDOT	Kelly							220
h.	Consider Bid Award for Roundabout Landscaping	Kelly							237
7	City Manager's Report and Discussion Items								
8	Public Forum (as necessary)								
9	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 - October 20 & WEDNESDAY November 4, 2015
Planning Commission - October 19 & November 2, 2015

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

WAYZATA CITY COUNCIL
DRAFT-WORKSHOP MEETING MINUTES
September 15, 2015

5:00 PM FEE SCHEDULE AND EQUIPMENT CIP REVIEW

Mayor Willcox called the workshop meeting to order at 5:00 pm in the Community Room at Wayzata City Hall. Council Members present: Mullin, McCarthy, and Tyacke. Council Member Absent and Excused: Anderson. Also present: City Manager Nelson, Director of Public Service Dudinsky, Senior Accountant Ovshak, Fire Chief Kevin Klapprich, City Financial Consultant Steve McDonald with AEM, and Management/Planning Intern Peters.

Mr. Dudinsky explained the 3 percent water rate increase, and the sewer rate structure change. He stated these changes are based upon the recommendation of the water and sewer rate studies approved by the City Council two years ago. Mr. Dudinsky also reviewed the Special Event rate structure which will be reviewed at a City Council workshop meeting on October 6, 2015.

Ms. Nelson stated the 2015 fee schedule reflected a 2 percent increase, and the 2016 fee schedule reflects a zero percent increase in most line items.

Mr. Dudinsky provided an overview of the equipment replacement schedule.

Mr. Kevin Klapprich reviewed the Fire Department's equipment replacement schedule for 2015-2017. He stated he will watch for availability of a used ladder truck rather than purchase a new one.

5:45 PM LIQUOR OPERATIONS BUDGET AND DRAFT BUSINESS PLAN REVIEW

Mayor Willcox called the workshop meeting to order at 5:45 pm in the Community Room at Wayzata City Hall. Council Members present: Mullin, McCarthy, and Tyacke. Council Member Absent and Excused: Anderson. Also present: City Manager Nelson, Senior Accountant Ovshak, City Financial Consultant Steve McDonald with AEM, Liquor Store General Manager Castellano, Bar and Grill General Manager Pietrini, and Management/Planning Intern Peters.

Mr. McDonald reviewed the draft business plan for both liquor operations.

The Council discussed with both General Managers what their expectations are regarding improved staff hospitality with a focus on opportunities for improvements to both operations. The group discussed the conservative approach taken for setting both revenue budgets based on the anticipated business competition.

The Council directed staff to revise both liquor operation revenue budgets to reflect a zero percent increase rather than a decrease as presented. The Council encouraged both General Managers to review their advertising and promotions budget and ask for increases as necessary to promote the businesses.

The workshop meetings were adjourned at 6:55 pm.

Respectfully submitted,

Becky Malone
Deputy City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
September 15, 2015

AGENDA ITEM 1. Call to Order and Roll Call.

Mayor Willcox called the meeting to order at 7 p.m. Council Members present: McCarthy, Mullin and Tyacke. Council member absent and excused: Anderson. Also present: City Manager Nelson, City Attorney Schelzel, City Planning Consultant Eric Zweber with WSB & Associates, Inc., Director of Public Service Dudinsky, City Financial Consultant Steve McDonald with AEM, and Management/Planning Intern Peters.

AGENDA ITEM 2. Approve Agenda.

Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to approve the meeting agenda, as presented. The motion carried 4/0.

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

a. Wayzata Fire Department Pancake Breakfast

Fire Chief Klapprich announced the Wayzata Fire Department Relief Association will have a pancake breakfast fundraiser on September 20 at the Fire Station.

The Council thanked the Fire Department, Police Department, City staff and Public Works Department for their work at James J. Hill Days.

Paul Webster, 726 Widsten Cir., thanked the City for their work in cleaning up after the James. J. Hill Days events.

AGENDA ITEM 4. New Agenda Items.

None.

AGENDA ITEM 5. Consent Agenda.

Mrs. McCarthy made a motion, seconded by Mr. Mullin, to approve the consent agenda:

- a. Approval of City Council Workshop Meeting Minutes of September 1, 2015 and City Council Regular Meeting Minutes of September 1, 2015
- b. Approval of Check Register
- c. Municipal licenses which received administrative approval (informational only)
- d. Police Activity Report
- e. Building Activity Report

The motion carried 4/0.

AGENDA ITEM 6. Public Hearing.

a. Public Hearing on Special Assessment for Lift Station No. 5 Project; Consider Approval of Resolution No. 33-2015 Certifying to the County Auditor Assessment for Lift Station No. 5 Project

Mr. Dudinsky reported that at the May 5 Council meeting, Council approved the proposed upgrades to Lift Station No. 5, awarded the project to the low bidder, and proposed the City assess the benefitting Boatworks property. Boatworks II, LLC has agreed to be assessed \$109,660. Staff recommends approval of Resolution 33-2015 certifying the assessment.

Mr. Dudinsky stated this upgrade cost is higher compared to others due to the unique conditions with the site.

The Council asked about the impact this work will have on the oak trees nearby. Mr. Dudinsky stated the contractor did not think it would have any impact on the trees.

Mayor Willcox opened the public hearing at 7:15 p.m. There being no input, Mr. Willcox closed the public hearing at 7:16 p.m.

1 Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to Adopt Resolution No. 33-
 2 2015 Certifying to the County Auditor Assessment for Lift Station No. 5 Project. The motion
 3 carried 4/0.

4
 5 **AGENDA ITEM 7. New Business.**

6 **a. Consider Resolution No. 34-2015 Certifying to the County Auditor the Preliminary**
 7 **Property Tax Levy for 2016**

8 Mr. Steve McDonald of AEM, Financial Consultant, presented the 2016 preliminary budget and
 9 property tax levy. He reported on legislative impacts, and revenue and expenditure changes that
 10 affect the budget. The overall proposed tax levy increased is 2.95 percent from 2015.

11 Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to Adopt Resolution No. 34-
 12 2015 Certifying to the County Auditor the Preliminary Property Tax Levy Payable for 2016. The
 13 motion carried 3/1. (Mullin)

14
 15 **b. Consider Recommendation from Lake Effect Design Selection Committee for**
 16 **Signature Project Design firm**

17 Ms. Mary deLaittre, Lake Effect Project Consultant, gave an overview of the process for selecting
 18 the Lake Effect Signature Project Design firm. She reported Civitas was selected by the Lake
 19 Effect Design Selection Committee as the recommended design firm and their proposed fee for
 20 the project is \$310,000.

21 Ms. Nelson stated the presentation and proposal provided by Civitas will be available on
 22 the website tomorrow.

23 The Council asked for clarification on what is included in the Signature Project as it
 24 relates to the design firm. Ms. deLaittre reported it covers the area from the park up to the Section
 25 Foreman House and from Lake Street down to the water.

26 The Council asked about the \$310,000 fee and wondered if it will change in the process
 27 of finalizing a contract. Ms. deLaittre stated in negotiations like this, design firms are eager to
 28 have a fee that is appropriate to the City and she is not concerned about the fee going higher.

29 Ms. Nelson stated Civitas understands the need to involve the community in this process.
 30 Beginning in late October, they hope to begin implementation of a three-part plan: 1) To have an
 31 open house where people from the community can come and meet the designers; 2) After a
 32 design plan is put together, to have an opportunity for people to view the plan and provide
 33 feedback; and, 3) To return with the final draft of the design.

34 Ms. Nelson reported the Lake Effect discussions with Civitas did include the need for
 35 parking in the Lake Street area and how to incorporate that within the Lake Effect designs. Ms.
 36 Nelson stated staff recommends Council approve Civitas for this project, and direct staff to
 37 proceed to negotiate a contract.

38 Mr. Mullin commented this initiative is about open public space and not commercial
 39 development. The assumption is that this project is to be funded privately and is not designed to
 40 be funded by the taxpayers of Wayzata. The team that was put together to select this firm
 41 included expertise to deal with the unique challenges of the area.

42 Mr. Willcox thanked the Selection Committee for their work and stated the final decision
 43 on the recommendation was made by experts in different areas.

44 Mr. Mullin made a motion, seconded by Mr. Tyacke, to approve Civitas as the design
 45 firm for the Lake Effect: Signature Project Design and authorized staff to negotiate a contract.

46 Mr. Mullin acknowledged the volunteers and citizens that have been part of this project
 47 over the past six years.

48 The motion carried 4/0.

49
 50 **c. Review Draft Report for Downtown Parking Project at Mill Street**

1 Ms. Nelson reported two options have been presented in the draft report for the Mill Street Ramp
2 for Council consideration: 1) a grade plus one level ramp with no commercial corner, and 2)
3 grade plus two level ramp with a commercial corner. Both options include a flexible street
4 concept for Mill Street. Staff is recommending the Council consider the grade plus two level
5 ramp with the flexibility for a commercial corner.

6 Mr. Jim Lasher, SRF Consulting, reported on additional details for the parking ramp
7 options. A grade plus one level ramp with no commercial corner would hold 328 cars and cost
8 \$7.1 million; a grade plus two level ramp with a commercial corner would hold 447 cars and cost
9 \$9.72 million.

10 The Council asked about a roof on the parking structure. Mr. Lasher stated a roof would
11 cost between \$2.5 million and \$3 million and would increase the height approximately eleven
12 feet. Mr. Lasher reported on Mill Street as a “Flexible Street” and handicap parking options.

13 Mr. Richard Lang, Visual Communications, St. Paul, reported on wayfinding and signage
14 options.

15 Mr. Lasher reported on the Preliminary Plan of Finance. Parking ramp Option No. 1
16 would cost \$7.2 million. TIF District No. 5 could pay 100% and the City would have funds
17 remaining. Option No. 2 would cost \$9.72 million and the City would continue to pursue a
18 Widsten TIF amendment in the 2016 Legislative Session to be used in the first five years (nearly
19 \$500,000/year in TIF) to negate any shortfalls.

20 Mr. Mullin stated the plan of finance potentially puts the entire burden of paying for
21 parking on the commercial property owners in downtown Wayzata. It is not being paid for by
22 home owners and condo owners.

23 Mr. Lasher reported on procurement options. He stated the public/private partnership
24 (PPP) opportunity is best used in the event there is a commercial component to the parking
25 structure.

26 Ms. Nelson stated staff is looking for direction from Council on the programming and
27 pre-design of the ramp, and what that structure is, and the procurement options.

28 The Council asked what authority the HRA has over the parking ramp option. Ms. Nelson
29 stated the HRA has appointed two members to represent the HRA with the downtown parking
30 project. The HRA currently holds some of the land where the parking ramp would be constructed.

31 The Council asked what the advantages are to having a commercial building on the west
32 end. Mr. Lasher commented it enlivens that corner, provides potential revenue for the City, and
33 provides an interesting urban design component that would work well with the Beltz project
34 across the street.

35 Mr. Lasher outlined the project schedule under both options with ramp construction
36 beginning in October 2016 and completion in June 2017.

37 The Council asked if the proposed corner commercial development could work with
38 parking ramp Option No. 1. Mr. Lasher said it could work, but there would be less parking
39 available with the smaller ramp option.

40 Mr. Jack Morrison, 728 Widsten, stated he feels like his voice has not been heard and
41 wondered why the plan is so different since the last City Council meeting.

42 Ms. Nelson stated since the last regular Council Meeting on this topic, there was a
43 workshop meeting with the Beltz group on September 1. The Council reviewed the plan brought
44 forth by the Beltz group and expressed interest in moving forward with some of the concepts
45 presented, as the plan related to the feel of Mill Street and had advantages from an urban design
46 perspective. She also sees a potential opportunity for a PPP that would be beneficial to the City.

47 Mr. Mullin stated a formal proposal came from the Beltz group at the workshop meeting
48 on September 1. If a developer is willing to assume a financial risk that stays off the City’s
49 ledger, it is a radically different plan of finance than using TIF money from Presbyterian Homes.
50 He stated it is his fiduciary responsibility on behalf of all the taxpayers to remain open to this type
51 of proposal.

1 Mr. Tyacke stated he is concerned with the height of the parking ramp. He likes parking
2 ramp Option No. 1 and the plan of finance that goes with it because there is no shortfall in the
3 projected numbers presented. He would possibly be open to Option No. 2, but there is not yet
4 enough information on it.

5 Mrs. McCarthy stated from a financing standpoint, she supports parking ramp Option No.
6 1 and supports constructing it in a way to allow for expansion in the future.

7 Mr. Lasher stated Option No. 1 does include the pricing for construction that will allow
8 for expansion in the future, which is about \$220,000. The future construction for an additional
9 ramp level could be between \$2.5 and \$3 million.

10 Mr. Mullin stated support for Option No. 2 and authorizing staff to continue discussion
11 with the Beltz group to see if a Letter of Intent is possible. However, if Council does not agree, he
12 suggested moving forward with Option No. 1, but allow for discussions with the Beltz group to
13 see if a Letter of Intent is possible and explore the plan of finance.

14 Mr. Willcox stated he supports Option No. 2 and would like to investigate a PPP with the
15 Beltz group.

16 Mr. Tyacke stated he supports meeting with the Beltz group to see if there could be
17 agreement on a Letter of Intent.

18 Mrs. McCarthy stated she needs to see overwhelming evidence for the need of a larger
19 ramp. She is open to looking at a Letter of Intent from the Beltz group, as it does not tie the City
20 to anything.

21 Ms. Nelson suggested Council direct staff to prepare a term sheet for the Beltz group to
22 look at that would reflect a PPP that would explore the desired ramp option with or without the
23 commercial corner.

24
25 **d. Consider Approval of Third Amendment to Development Agreement and CUP for**
26 **Boatworks II, LLC**

27 Mr. Schelzel reported earlier this year, Council had approved an amendment to the existing PUD
28 and a new CUP to allow the operation of a microbrewery, taproom, and distillery facility at 294
29 Grove Lane East (Boatworks). As a condition of that approval, the owner of the property was
30 required to amend the existing development agreement to incorporate the new approval and the
31 conditions of the approval.

32 Mrs. McCarthy made a motion, seconded by Mr. Tyacke, to approve the Third
33 Amendment to the Development Agreement and CUP for Boatworks II, LLC. The motion
34 carried 4/0.

35
36 **e. ~~Consider Approval of Second Amendment to Development Agreement and CUP for~~**
37 **~~Clock Tower Venture, LLC~~**

38 This item was removed from the agenda at the request of the property owner.

39
40 **f. Approval of Contract to Provide Law Enforcement Services to the City of Long**
41 **Lake for a Period of Five Years**

42 Ms. Nelson reported staff provided the City of Long Lake a proposal for continued police
43 services that attempted to address cost concerns of Long Lake, extended the contract term, and
44 identified two policy issues that could provide assistance to help manage police calls in the area
45 of rental housing and massage oriented business. This contract would begin on January 1, 2016
46 and terminate on December 31, 2020 unless renewed. Staff is seeking approval of the revised
47 contract as outlined in the meeting packet.

48 The Council asked if additional services were needed, would there be a way to recover
49 the increased costs. Mr. Schelzel stated there was no express language on this point but language
50 could be put in the contract to make sure that is covered. Ms. Nelson stated this is not a condition
51 that has been in the contract before and it would have to be discussed with the City of Long Lake.

Ms. Nelson reported it is a good when cities can share services. Due to hiring two more officers to meet this joint need, the City of Wayzata is stronger. The longer term contract benefits the City's relationship with Long Lake.

Mrs. McCarthy made a motion, seconded by Mr. Tyacke, to approve the Contract to Provide Law Enforcement Services to the City of Long Lake for a period of five years, subject to approval by the City Attorney. The motion carried 4/0.

AGENDA ITEM 8. City Manager's Report and Discussion Items.

a. Update on the Bushaway Project

Ms. Nelson announced the Bushaway Road Landscape Committee will meet on September 17 at 7:30 a.m. at City Hall. Following that meeting at 9:00 a.m. there will be a Bushaway Project update meeting. The Council is invited to tour the Bushaway corridor on September 23 at 5:00 p.m.

b. Upcoming Dates

The Fire Department will have a pancake breakfast fundraiser on Sunday, September 20, from 8:00 a.m. noon.

Ms. Nelson announced Public Safety Day is Monday, October 5, and from 4:30 p.m. to 6:30 p.m., there will be displays at the Fire Station all focused around public safety.

Ms. Nelson announced on October 6, during workshop time, a representative from Forecast Public Art will talk about the public art concept and the east roundabout.

Ms. Nelson announced on October 8, from 7:00 p.m. to 8:00 p.m., the Renovation Celebration will be at City Hall hosted by the HPB.

Ms. Nelson announced Pull-It Day is on October 24 at 8:30 a.m. and requested volunteers sign up on the website.

Mrs. McCarthy asked about the City of Wayzata changing school start times and what impact it will have on the residents. Ms. Nelson stated the middle school and high school will move to a later start time. It may help the commuter traffic and is seen as a benefit.

Mr. Mullin asked staff to prepare a memo that gives information about a proposed 20-unit condo being constructed at the Meyers Dairy site that had been reported in the press.

AGENDA ITEM 9. Public Forum Continued (if necessary).

There were no comments.

AGENDA ITEM 10. Adjournment.

Mr. Tyacke made a motion, seconded by Mrs. McCarthy to adjourn. There being no further business, Mr. Willcox adjourned the meeting at 9:53 p.m.

Respectfully submitted,

Becky Malone
Deputy City Clerk

Drafted by Shannon Schmidt
TimeSaver Off Site Secretarial, Inc.

***Check Detail Register©**

September 2015

			Check Amt	Invoice	Comment
10100 Anchor Bank					
Paid Chk#	100026	9/17/2015	#12 CIDERHOUSE		
E 640-47000-253	Beer For Resale		\$120.00	150	BEER
	Total #12 CIDERHOUSE		\$120.00		
Paid Chk# 100027 9/17/2015 AMARA					
E 640-47000-259	Freight		\$6.75	9079	FREIGHT
E 640-47000-252	Wine For Resale		\$632.00	9079	WINE
	Total AMARA		\$638.75		
Paid Chk# 100028 9/17/2015 ARCTIC GLACIER INC.					
E 640-47000-254	Soft Drinks/Mix For Resale		\$30.18	378524303	ICE
E 640-47000-254	Soft Drinks/Mix For Resale		\$113.25	437524106	ICE
E 640-47000-254	Soft Drinks/Mix For Resale		\$151.90	462525009	ICE
E 640-47000-254	Soft Drinks/Mix For Resale		\$124.34	463525504	ICE
	Total ARCTIC GLACIER INC.		\$419.67		
Paid Chk# 100029 9/17/2015 BELLBOY BAR SUPPLY CORP.					
E 640-47000-259	Freight		\$15.76	49901900	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,636.84	49901900	LIQUOR
E 640-47000-252	Wine For Resale		\$514.00	49901900	WINE
E 640-47000-259	Freight		\$6.15	49987000	FREIGHT
E 640-47000-252	Wine For Resale		\$384.00	49987000	WINE
E 640-47000-251	Liquor For Resale		\$1,008.45	49987100	LIQUOR
E 640-47000-259	Freight		\$12.30	49987100	FREIGHT
E 640-47000-259	Freight		\$2.17	92630100	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$35.75	92630100	MISC.MIX
E 640-47000-210	Operating Supplies (GENERAL)		\$13.81	92661300	SUPPLIES
	Total BELLBOY BAR SUPPLY CORP.		\$3,629.23		
Paid Chk# 100030 9/17/2015 BERRY COFFEE COMPANY					
E 640-48000-254	Soft Drinks/Mix For Resale		\$146.95	M19490	MISC.BEV.
	Total BERRY COFFEE COMPANY		\$146.95		
Paid Chk# 100031 9/17/2015 BOURGET IMPORTS					
E 640-47000-252	Wine For Resale		\$564.00	128702	WINE
E 640-47000-259	Freight		\$6.00	128702	FREIGHT
	Total BOURGET IMPORTS		\$570.00		
Paid Chk# 100032 9/17/2015 CINTAS CORPORATION					
E 640-48500-210	Operating Supplies (GENERAL)		\$76.85	5003594448	FIRST AID SUPPLIES
	Total CINTAS CORPORATION		\$76.85		
Paid Chk# 100033 9/17/2015 CLEAR RIVER BEVERAGE CO.					
E 640-47000-253	Beer For Resale		\$258.00	209934	BEER
	Total CLEAR RIVER BEVERAGE CO.		\$258.00		
Paid Chk# 100034 9/17/2015 COCA-COLA					
E 640-47000-254	Soft Drinks/Mix For Resale		\$195.98	0198057413	MISC.BEV.
E 640-48000-254	Soft Drinks/Mix For Resale		\$1,480.13	0198057524	MISC.BEV.
	Total COCA-COLA		\$1,676.11		
Paid Chk# 100035 9/17/2015 COZZINI BROS., INC.					
E 640-48500-415	Other Equipment Rentals		\$73.48	C2003674	KNIFE EXCHANGE
	Total COZZINI BROS., INC.		\$73.48		
Paid Chk# 100036 9/17/2015 CULLIGAN-METRO					
E 640-48500-210	Operating Supplies (GENERAL)		\$138.17	101X28140104	SUPPLIES

***Check Detail Register©**

September 2015

			Check Amt	Invoice	Comment
Total CULLIGAN-METRO			\$138.17		
Paid Chk# 100037	9/17/2015	DAHLHEIMER DISTRIBUTING CO.			
E 640-47000-253	Beer For Resale	\$679.00	1171400		BEER
E 640-48000-253	Beer For Resale	\$440.00	1171401		BEER
E 640-47000-253	Beer For Resale	\$963.10	1171454		BEER
E 640-48000-253	Beer For Resale	\$267.00	1171455		BEER
Total DAHLHEIMER DISTRIBUTING CO.		\$2,349.10			
Paid Chk# 100038	9/17/2015	DAY DISTRIBUTING			
E 640-47000-253	Beer For Resale	\$2,180.90	815131		BEER
E 640-48000-253	Beer For Resale	(\$157.50)	817253		BEER
E 640-47000-253	Beer For Resale	\$1,257.03	818311		BEER
E 640-48000-253	Beer For Resale	\$936.00	818318		BEER
E 640-48000-253	Beer For Resale	\$348.00	819312		BEER
E 640-47000-253	Beer For Resale	\$1,683.70	819313		BEER
E 640-47000-253	Beer For Resale	\$161.00	819466		BEER
E 640-47000-254	Soft Drinks/Mix For Resale	\$71.00	820096		MISC.BEV.
Total DAY DISTRIBUTING		\$6,480.13			
Paid Chk# 100039	9/17/2015	DENNYS 5TH AVENUE BAKERY			
E 640-48500-255	FOODIngredients For Resale	\$26.06	572033		FOOD
E 640-48500-255	FOODIngredients For Resale	\$80.05	572189		FOOD
E 640-48500-255	FOODIngredients For Resale	\$70.55	572328		FOOD
E 640-48500-255	FOODIngredients For Resale	\$133.33	572655		FOOD
E 640-48500-255	FOODIngredients For Resale	\$195.87	572738		FOOD
E 640-48500-255	FOODIngredients For Resale	\$100.07	573051		FOOD
E 640-48500-255	FOODIngredients For Resale	\$134.02	573335		FOOD
E 640-48500-255	FOODIngredients For Resale	\$154.30	573479		FOOD
E 640-48500-255	FOODIngredients For Resale	\$211.23	573832		FOOD
E 640-48500-255	FOODIngredients For Resale	\$75.37	573871		FOOD
Total DENNYS 5TH AVENUE BAKERY		\$1,180.85			
Paid Chk# 100040	9/17/2015	DOMACE VINO			
E 640-47000-259	Freight	\$8.00	10055		FREIGHT
E 640-47000-252	Wine For Resale	\$912.00	10055		WINE
Total DOMACE VINO		\$920.00			
Paid Chk# 100041	9/17/2015	ENKI BREWING COMPANY			
E 640-48000-253	Beer For Resale	\$30.00	4328		BEER
Total ENKI BREWING COMPANY		\$30.00			
Paid Chk# 100042	9/17/2015	EXTREME BEVERAGE, LLC			
E 640-47000-254	Soft Drinks/Mix For Resale	\$104.70	398-81		MISC.MIX
E 640-47000-254	Soft Drinks/Mix For Resale	(\$40.71)	398-82		MISC.MIX
Total EXTREME BEVERAGE, LLC		\$63.99			
Paid Chk# 100043	9/17/2015	G & K SERVICES			
E 640-48500-217	Uniforms	\$79.39	1013276421		UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$58.70	1013276421		UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$64.45	1013276421		UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$80.03	1013287836		UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms	\$62.81	1013287836		UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$53.70	1013287836		UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms	\$99.36	1013299177		UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$99.35	1013299177		UNIFORMS & SUPPLIES
Total G & K SERVICES		\$597.79			

***Check Detail Register©**

September 2015

			Check Amt	Invoice	Comment
Paid Chk# 100044	9/17/2015	HOHENSTEINS INC.			
E 640-47000-253	Beer For Resale		\$813.00	781908	BEER
	Total HOHENSTEINS INC.		\$813.00		
Paid Chk# 100045	9/17/2015	HOLIDAY			
E 640-47000-212	Motor Fuels		\$46.89		DELIVERY VEHICLE FUEL
	Total HOLIDAY		\$46.89		
Paid Chk# 100046	9/17/2015	INNOVATIVE MARKETING			
E 640-48000-341	General Promotions		\$324.45	704386	PROMO ITEMS
	Total INNOVATIVE MARKETING		\$324.45		
Paid Chk# 100047	9/17/2015	JJ TAYLOR DISTRIBUTING OF MN			
E 640-47000-254	Soft Drinks/Mix For Resale		\$75.00	2396253	MISC.BEV
E 640-47000-253	Beer For Resale		\$1,467.00	2412613	BEER
E 640-47000-253	Beer For Resale		\$1,305.50	2412659	BEER
E 640-48000-253	Beer For Resale		\$694.20	2415843	BEER
E 640-48000-253	Beer For Resale		\$273.75	2415898	BEER
	Total JJ TAYLOR DISTRIBUTING OF MN		\$3,815.45		
Paid Chk# 100048	9/17/2015	JOHNSON BROS.-ST.PAUL			
E 640-47000-252	Wine For Resale		\$3,584.00	5246820	WINE
E 640-47000-259	Freight		\$45.14	5246820	FREIGHT
E 640-47000-259	Freight		\$15.86	5248126	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,745.43	5248126	LIQUOR
E 640-47000-259	Freight		\$4.88	5248127	FREIGHT
E 640-47000-252	Wine For Resale		\$159.45	5248127	WINE
E 640-47000-251	Liquor For Resale		\$30.75	5248128	LIQUOR
E 640-48000-252	Wine For Resale		\$258.44	5249268	WINE
E 640-47000-259	Freight		\$13.42	5249477	FREIGHT
E 640-47000-252	Wine For Resale		\$1,040.00	5249477	WINE
E 640-47000-259	Freight		\$6.10	5249478	FREIGHT
E 640-47000-251	Liquor For Resale		\$518.25	5249478	LIQUOR
E 640-47000-251	Liquor For Resale		\$4,786.99	5252390	LIQUOR
E 640-47000-259	Freight		\$35.38	5252390	FREIGHT
E 640-47000-259	Freight		\$3.66	5252391	FREIGHT
E 640-47000-259	Freight		\$37.82	5252392	FREIGHT
E 640-47000-252	Wine For Resale		\$3,118.75	5252392	WINE
E 640-47000-251	Liquor For Resale		\$2,212.50	5252393	LIQUOR
E 640-47000-259	Freight		\$32.94	5252393	FREIGHT
E 640-47000-252	Wine For Resale		\$368.00	5253789	WINE
E 640-47000-259	Freight		\$6.10	5253789	FREIGHT
E 640-47000-259	Freight		\$1.22	5253790	FREIGHT
E 640-47000-251	Liquor For Resale		\$97.00	5253790	LIQUOR
E 640-47000-259	Freight		\$1.22	5253791	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$24.00	5253791	MISC.MIX
E 640-47000-259	Freight		\$24.40	5255244	FREIGHT
E 640-47000-252	Wine For Resale		\$1,280.00	5255244	WINE
E 640-47000-252	Wine For Resale		\$65.22	539001	LIQUOR
E 640-47000-252	Wine For Resale		(\$129.22)	540657	WINE
	Total JOHNSON BROS.-ST.PAUL		\$19,387.70		
Paid Chk# 100049	9/17/2015	KARLSBURGER FOODS, INC.			
E 640-48500-255	FOODIngredients For Resale		\$221.65	000388144	FOOD
	Total KARLSBURGER FOODS, INC.		\$221.65		
Paid Chk# 100050	9/17/2015	KREATZ, DAVID			
E 640-48500-130	Employer Paid Ins		\$275.32	SEPT.2015	SEPT.2015

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Total KREATZ, DAVID			\$275.32		
Paid Chk# 100051	9/17/2015	M.AMUNDSON LLP			
E 640-47000-256	MISC.MDSE.RESALE		\$785.78	202373	CIGARETTES
Total M.AMUNDSON LLP			\$785.78		
Paid Chk# 100052	9/17/2015	MARGRON SKOGLUND WINE IMPORTS			
E 640-47000-252	Wine For Resale		\$1,054.00	20018838	WINE
E 640-47000-259	Freight		\$12.00	20018838	FREIGHT
tal MARGRON SKOGLUND WINE IMPORTS			\$1,066.00		
Paid Chk# 100053	9/17/2015	NARDINI FIRE EQUIPMENT CO.,INC			
E 640-48000-401	Repairs/Maint Buildings		\$271.00	481213	REPAIRS
Total NARDINI FIRE EQUIPMENT CO.,INC			\$271.00		
Paid Chk# 100054	9/17/2015	NEW FRANCE WINE COMPANY			
E 640-47000-259	Freight		\$1.50	102901	FREIGHT
E 640-47000-252	Wine For Resale		\$320.00	102901	WINE
Total NEW FRANCE WINE COMPANY			\$321.50		
Paid Chk# 100055	9/17/2015	NORTHWESTERN FRUIT COMPANY			
E 640-48500-255	FOODIngredients For Resale		(\$18.05)	820626	FOOD
E 640-48500-255	FOODIngredients For Resale		(\$37.30)	821143	FOOD
E 640-48000-253	Beer For Resale		\$8.00	821429	BEER
E 640-48500-255	FOODIngredients For Resale		\$228.60	821594	FOOD
E 640-48000-251	Liquor For Resale		\$49.70	821594	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$693.50	821777	FOOD
E 640-48000-253	Beer For Resale		\$8.00	821777	BEER
E 640-48500-255	FOODIngredients For Resale		\$583.35	822090	FOOD
E 640-48000-251	Liquor For Resale		\$14.20	822090	LIQUOR
E 640-48000-253	Beer For Resale		\$6.50	822090	BEER
E 640-48500-255	FOODIngredients For Resale		\$226.65	822261	FOOD
E 640-48000-253	Beer For Resale		\$10.80	822261	BEER
E 640-48500-255	FOODIngredients For Resale		\$421.10	822432	FOOD
Total NORTHWESTERN FRUIT COMPANY			\$2,195.05		
Paid Chk# 100056	9/17/2015	PAUSTIS & SONS			
E 640-48000-252	Wine For Resale		\$188.75	8506345	WINE
E 640-47000-252	Wine For Resale		\$430.25	8507087	WINE
E 640-48000-252	Wine For Resale		\$260.75	8513786	WINE
E 640-47000-252	Wine For Resale		\$2,131.98	8513788	WINE
E 640-47000-259	Freight		\$20.00	8513788	FREIGHT
E 640-47000-252	Wine For Resale		(\$60.00)	8513995	WINE
E 640-48000-252	Wine For Resale		\$335.25	8514517	WINE
E 640-47000-252	Wine For Resale		\$1,799.00	8514519	WINE
E 640-47000-259	Freight		\$18.75	8514519	FREIGHT
Total PAUSTIS & SONS			\$5,124.73		
Paid Chk# 100057	9/17/2015	PEPSI -COLA			
E 640-47000-254	Soft Drinks/Mix For Resale		\$244.00	46974256	MISC.BEV.
Total PEPSI -COLA			\$244.00		
Paid Chk# 100058	9/17/2015	PHILLIPS WINES & SPIRITS			
E 640-47000-251	Liquor For Resale		\$2,312.30	2844574	LIQUOR
E 640-47000-259	Freight		\$14.64	2844574	FREIGHT
E 640-47000-252	Wine For Resale		\$787.00	2844575	WINE
E 640-47000-259	Freight		\$9.76	2844575	FREIGHT
E 640-47000-251	Liquor For Resale		\$476.74	2847578	LIQUOR

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E 640-47000-259	Freight		\$3.05	2847578	FREIGHT
E 640-47000-251	Liquor For Resale		\$3,014.19	2847579	LIQUOR
E 640-47000-259	Freight		\$20.74	2847579	FREIGHT
E 640-47000-259	Freight		\$7.32	2847580	FREIGHT
E 640-47000-252	Wine For Resale		\$261.20	2847580	WINE
Total PHILLIPS WINES & SPIRITS			\$6,906.94		
Paid Chk# 100059	9/17/2015	PLUNKETT S PEST CONTROL			
E 640-48000-409	Maint services & Improv		\$120.41	4300771	SERVICE
Total PLUNKETT S PEST CONTROL			\$120.41		
Paid Chk# 100060	9/17/2015	ROOTSTOCK WINE COMPANY			
E 640-47000-252	Wine For Resale		\$381.00	15-14060	WINE
E 640-47000-259	Freight		\$3.00	15-14060	FREIGHT
Total ROOTSTOCK WINE COMPANY			\$384.00		
Paid Chk# 100061	9/17/2015	SOUTHERN WINE & SPIRITS OF MN			
E 640-47000-254	Soft Drinks/Mix For Resale		\$203.25	1304198	MISC.BEV
E 640-47000-251	Liquor For Resale		\$1,788.80	1323113	LIQUOR
E 640-47000-259	Freight		\$20.63	1323113	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$120.00	1323114	MISC.BEV.
E 640-47000-259	Freight		\$7.50	1323114	FREIGHT
E 640-47000-259	Freight		\$5.00	1323115	FREIGHT
E 640-47000-252	Wine For Resale		\$800.00	1323115	WINE
E 640-47000-252	Wine For Resale		\$1,034.00	1323116	WINE
E 640-47000-259	Freight		\$18.75	1323116	FREIGHT
E 640-47000-251	Liquor For Resale		\$4,756.98	1325304	LIQUOR
E 640-47000-259	Freight		\$39.06	1325304	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$120.00	1325305	MISC.BEV.
E 640-47000-259	Freight		\$7.50	1325305	FREIGHT
E 640-47000-252	Wine For Resale		\$562.00	1325306	WINE
E 640-47000-259	Freight		\$6.25	1325306	FREIGHT
E 640-47000-252	Wine For Resale		\$2,949.36	1325307	WINE
E 640-47000-259	Freight		\$15.83	1325307	FREIGHT
Total SOUTHERN WINE & SPIRITS OF MN			\$12,454.91		
Paid Chk# 100062	9/17/2015	SW NEWS MEDIA			
E 640-47000-340	Advertising		\$1,641.00	1813696	STORE AD
Total SW NEWS MEDIA			\$1,641.00		
Paid Chk# 100063	9/17/2015	STAR TRIBUNE			
E 640-48000-433	Dues, Licensing & Seminars		\$159.12	2519144	SUBSCRIPTION RENEWAL
Total STAR TRIBUNE			\$159.12		
Paid Chk# 100064	9/17/2015	STRATEGIC EQUIPMENT AND			
E 640-48500-210	Operating Supplies (GENERAL)		\$185.32	2485815	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$404.56	2492230	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$82.63	2492230	BAR SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$30.50	2492635	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$368.17	2495346	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$98.07	2495346	BAR SUPPLIES
Total STRATEGIC EQUIPMENT AND			\$1,169.25		
Paid Chk# 100065	9/17/2015	T.D. ANDERSON INC.			
E 640-48000-409	Maint services & Improv		\$115.00	475658	BEER LINES CLEANED
Total T.D. ANDERSON INC.			\$115.00		
Paid Chk# 100066	9/17/2015	THORPE DISTRIBUTING CO.			

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E 640-48000-253	Beer For Resale		\$131.40	916893	BEER
E 640-48000-253	Beer For Resale		\$453.00	916894	BEER
E 640-47000-253	Beer For Resale		\$747.38	916895	BEER
E 640-47000-253	Beer For Resale		\$37.10	917031	BEER
E 640-47000-253	Beer For Resale		\$1,455.85	917032	BEER
E 640-47000-253	Beer For Resale		\$140.00	917692	BEER
E 640-47000-253	Beer For Resale		\$34.30	918186	BEER
E 640-47000-253	Beer For Resale		\$122.00	918187	BEER
E 640-48000-253	Beer For Resale		\$133.40	918394	BEER
E 640-48000-253	Beer For Resale		\$412.00	918395	BEER
Total THORPE DISTRIBUTING CO.			\$3,666.43		
Paid Chk# 100067	9/17/2015	TOLL GAS & WELDING SUPPLY			
E 640-48000-210	Operating Supplies (GENERAL)		\$86.50	10096132	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$66.75	40032573	SUPPLIES
Total TOLL GAS & WELDING SUPPLY			\$153.25		
Paid Chk# 100068	9/17/2015	TRUE			
E 640-47000-254	Soft Drinks/Mix For Resale		\$309.90	140437	MISC.MDSE.
Total TRUE			\$309.90		
Paid Chk# 100069	9/17/2015	US FOODS			
E 640-48500-255	FOODIngredients For Resale		\$5,122.34	2498715	FOOD
E 640-48000-253	Beer For Resale		\$10.35	2498715	BEER
E 640-48000-210	Operating Supplies (GENERAL)		\$21.47	2498715	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$149.29	2498715	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		(\$390.33)	4929828	FOOD
E 640-48500-255	FOODIngredients For Resale		\$4,439.07	5334898	FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$777.72	5362149	MISC.BEV
E 640-48000-253	Beer For Resale		\$8.35	5374960	BEER
E 640-48500-255	FOODIngredients For Resale		\$4,096.16	5374960	FOOD
E 640-48000-251	Liquor For Resale		\$38.74	5374960	LIQUOR
E 640-48000-342	Promotions - Food/Drinks		\$38.43	5374960	PROMO FOOD
E 640-48000-341	General Promotions		\$29.71	5374960	PROMO SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$112.79	5374960	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$3,063.77	5411200	FOOD
E 640-48000-251	Liquor For Resale		\$42.92	5411200	LIQUOR
E 640-48500-210	Operating Supplies (GENERAL)		\$40.26	5411200	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$21.47	5416060	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale		\$25.11	5416060	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$77.19	5457756	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$3,739.26	5457756	FOOD
E 640-48000-251	Liquor For Resale		\$118.55	5498715	LIQUOR
E 640-48500-255	FOODIngredients For Resale		(\$35.40)	5919083	FOOD
E 640-48500-255	FOODIngredients For Resale		\$35.87	5921598	FOOD
E 640-48500-255	FOODIngredients For Resale		(\$25.02)	5927678	FOOD
E 640-48500-255	FOODIngredients For Resale		(\$103.72)	5947104	FOOD
E 640-48500-255	FOODIngredients For Resale		(\$305.44)	5947105	FOOD
E 640-48500-255	FOODIngredients For Resale		(\$301.84)	5947106	FOOD
Total US FOODS			\$20,847.07		
Paid Chk# 100070	9/17/2015	VINOCOPIA			
E 640-47000-252	Wine For Resale		\$269.49	0132632	WINE
E 640-47000-259	Freight		\$5.00	0132632	FREIGHT
Total VINOCOPIA			\$274.49		
Paid Chk# 100071	9/17/2015	WINE COMPANY			
E 640-47000-259	Freight		\$13.20	403013	FREIGHT

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E 640-47000-252	Wine For Resale		\$1,396.00	403013	WINE
E 640-47000-252	Wine For Resale		\$4,100.00	403518	WINE
E 640-47000-259	Freight		\$21.45	403518	FREIGHT
Total WINE COMPANY			\$5,530.65		
Paid Chk# 100072	9/17/2015	WINE MERCHANT			
E 640-48000-252	Wine For Resale		\$97.22	7045256	WINE
E 640-47000-252	Wine For Resale		\$2,201.14	7045286	WINE
E 640-47000-259	Freight		\$13.42	7045286	FREIGHT
E 640-48000-252	Wine For Resale		\$1,534.16	7046056	WINE
E 640-47000-252	Wine For Resale		\$3,670.00	7046103	WINE
E 640-47000-259	Freight		\$34.26	7046103	FREIGHT
Total WINE MERCHANT			\$7,550.20		
Paid Chk# 100073	9/17/2015	WIRTZ BEVERAGE MN BEER			
E 640-47000-253	Beer For Resale		\$3,320.05	1090457595	BEER
E 640-47000-253	Beer For Resale		\$55.40	1090461094	BEER
E 640-47000-253	Beer For Resale		\$69.30	1090461095	BEER
E 640-47000-253	Beer For Resale		\$432.00	1090461096	BEER
E 640-47000-253	Beer For Resale		\$1,501.85	1090461097	BEER
E 640-48000-253	Beer For Resale		\$288.00	1090461679	BEER
E 640-48000-253	Beer For Resale		\$370.00	1090464113	BEER
E 640-47000-253	Beer For Resale		\$2,453.50	1090464546	BEER
Total WIRTZ BEVERAGE MN BEER			\$8,490.10		
Paid Chk# 100074	9/17/2015	WIRTZ BEVERAGE MN WINE & SPIRI			
E 640-47000-252	Wine For Resale		\$6,095.72	1080364770	WINE
E 640-47000-259	Freight		\$44.58	1080364770	FREIGHT
E 640-47000-252	Wine For Resale		\$72.00	1080367656	WINE
E 640-47000-251	Liquor For Resale		\$130.16	1080367656	LIQUOR
E 640-47000-259	Freight		\$1.93	1080367656	FREIGHT
E 640-47000-259	Freight		\$47.37	1080367657	FREIGHT
E 640-47000-252	Wine For Resale		\$4,894.57	1080367657	WINE
E 640-47000-251	Liquor For Resale		\$4,087.81	1080367658	LIQUOR
E 640-47000-259	Freight		\$34.80	1080367658	FREIGHT
E 640-47000-259	Freight		\$15.95	1080370350	FREIGHT
E 640-47000-252	Wine For Resale		\$1,593.00	1080370350	WINE
E 640-47000-259	Freight		\$52.67	1080370351	FREIGHT
E 640-47000-251	Liquor For Resale		\$6,110.97	1080370351	LIQUOR
Total WIRTZ BEVERAGE MN WINE & SPIRI			\$23,181.53		
Paid Chk# 100075	9/17/2015	Z WINES USA LLC			
E 640-47000-252	Wine For Resale		\$236.00	16095	WINE
E 640-47000-259	Freight		\$5.00	16095	FREIGHT
Total Z WINES USA LLC			\$241.00		
Paid Chk# 100076	9/22/2015	ADVANTAGE			
E 101-42100-217	Uniforms		\$378.95	0376043	PD UNIFORM PATCHES
Total ADVANTAGE			\$378.95		
Paid Chk# 100077	9/22/2015	ANCHOR BANK-CARDMEMBER SERV.			
E 640-48000-340	Advertising		\$299.00		BAR ADVERTISING
E 640-47000-340	Advertising		\$1,928.88		STORE ADVERTISING
E 101-41500-306	Personnel Expense		\$72.39		FD EMPL.
E 620-40000-225	Repair & Maint - System		\$86.95		PARTS
E 437-40000-404	Repairs/Maint - Machin/Equip		\$18.23		COMM.RM.EQUIPMENT
E 101-43100-404	Repairs/Maint - Machin/Equip		\$15.02		DAVE VEHICLE MAINT.
E 101-43100-499	Miscellaneous		\$127.45		PW MTG.

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E 235-40000-433	Dues, Licensing & Seminars		\$298.00		KRISTIN CLASS REGISTRATION
E 101-41500-331	Mileage & Expense Account		\$266.11		MTG.MEALS
E 101-41500-306	Personnel Expense		\$327.22		BRYAN DEPARTING
Total ANCHOR BANK-CARDMEMBER SERV.			\$3,439.25		
Paid Chk# 100078	9/22/2015	BACHMAN S			
E 101-45200-227	Plantings		\$918.50	893032/50	POCKET PARK PLANTS
Total BACHMAN S			\$918.50		
Paid Chk# 100079	9/22/2015	BERRY COFFEE COMPANY			
E 101-42200-499	Miscellaneous		\$90.11	RENT27121	FD EQUIPMENT RENTAL
Total BERRY COFFEE COMPANY			\$90.11		
Paid Chk# 100080	9/22/2015	BEST & FLANAGAN			
E 101-41500-304	Legal Fees		\$562.50	453953	DATA PRACTICES
E 101-41500-304	Legal Fees		\$900.00	453954	PLANNING COMM.MTGS
E 101-41500-304	Legal Fees		\$112.50	453956	YACHT CLUB
E 101-41500-304	Legal Fees		\$825.00	453958	CITY COUNCIL
E 101-41500-304	Legal Fees		\$999.00	453960	BAY CENTER
E 101-41500-304	Legal Fees		\$375.00	453961	LIQUOR LICENSES
E 101-41500-304	Legal Fees		\$525.00	453962	BURLINGTON NORTHERN
G 101-20310	Escrow		\$150.00	453963	143 HUNTINGTON ESCROW PROJECT
E 101-41500-304	Legal Fees		\$1,312.50	453964	UNITARIAN CHURCH
G 101-20310	Escrow		\$262.50	453966	700 LAKE ESCROW PROJECT
G 101-20310	Escrow		\$582.40	453967	165/213 CENTRAL ESCROW PROJECT
G 101-20310	Escrow		\$2,800.00	453968	133 RIDGEVIEW ESCROW PROJECT
E 101-41500-304	Legal Fees		\$567.00	453969	RETAINER
E 101-41500-304	Legal Fees		\$487.50	453970	HOYT PROPERTY TAX APPEAL
Total BEST & FLANAGAN			\$10,460.90		
Paid Chk# 100081	9/22/2015	BOB S SHOE REPAIR			
E 101-42200-217	Uniforms		\$38.00	1159	FD UNIFORM REPAIRS
Total BOB S SHOE REPAIR			\$38.00		
Paid Chk# 100082	9/22/2015	BOTHAM, BRIAN			
E 101-42200-499	Miscellaneous		\$73.00	788	FD MTG.SUPPLIES
Total BOTHAM, BRIAN			\$73.00		
Paid Chk# 100083	9/22/2015	CASH - ANCHOR BANK			
E 101-41500-331	Mileage & Expense Account		\$31.00		REPLENISH PETTY CASH
E 101-41500-331	Mileage & Expense Account		\$15.50		REPLENISH PETTY CASH
E 630-40000-210	Operating Supplies (GENERAL)		\$116.13		REPLENISH PETTY CASH
E 101-41500-200	Office Supplies (GENERAL)		\$30.00		REPLENISH PETTY CASH
E 101-41100-210	Operating Supplies (GENERAL)		\$25.72		REPLENISH PETTY CASH
E 101-42100-200	Office Supplies (GENERAL)		\$25.03		REPLENISH PETTY CASH
E 610-40000-322	Postage		\$25.72		REPLENISH PETTY CASH
G 233-20300	Deposits Payable		\$10.00		REPLENISH PETTY CASH
Total CASH - ANCHOR BANK			\$279.10		
Paid Chk# 100084	9/22/2015	CLASSIC CLEANING COMPANY			
E 101-41940-409	Maint services & Improv		\$1,964.00	22699	MONTHLY CLEANING
E 101-41940-409	Maint services & Improv		\$592.00	22700	PW MONTHLY CLEANING
Total CLASSIC CLEANING COMPANY			\$2,556.00		
Paid Chk# 100085	9/22/2015	CMI, INC.			
E 101-42100-210	Operating Supplies (GENERAL)		\$38.35	814078	PD SUPPLIES
Total CMI, INC.			\$38.35		
Paid Chk# 100086	9/22/2015	CRYSTEEL/TBEI, INC.			

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E 620-40000-210	Operating Supplies (GENERAL)		\$419.74	F37085	PW SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$419.13	F37085	PW SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)		\$419.13	F37085	PW SUPPLIES
Total CRYSTEEL/TBEI, INC.			\$1,258.00		
Paid Chk# 100087	9/22/2015	CULLIGAN-BOTTLED WATER			
E 101-42100-309	Contractual Services		\$41.86	1895688	PD SUPPLIES
Total CULLIGAN-BOTTLED WATER			\$41.86		
Paid Chk# 100088	9/22/2015	DELTA DENTAL OF MINNESOTA			
G 101-21717	Dental Insurance		\$1,835.45	6180770	DENTAL INS.
Total DELTA DENTAL OF MINNESOTA			\$1,835.45		
Paid Chk# 100089	9/22/2015	DEPUTY REGISTRAR 126			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$11.00	TABS	UNMARKED SQUAD TABS
Total DEPUTY REGISTRAR 126			\$11.00		
Paid Chk# 100090	9/22/2015	ECM PUBLISHERS, INC.			
E 101-42100-499	Miscellaneous		\$85.00	424265	PD PSA AD
Total ECM PUBLISHERS, INC.			\$85.00		
Paid Chk# 100091	9/22/2015	EHLERS			
E 401-40000-309	Contractual Services		\$577.50	68574	ECON.DEV.CONULT
Total EHLERS			\$577.50		
Paid Chk# 100092	9/22/2015	EMERGENCY AUTOMOTIVE			
E 238-40000-404	Repairs/Maint - Machin/Equip		\$288.20	AW080715-8	SQUAD REPAIRS - INS.CLAIM
Total EMERGENCY AUTOMOTIVE			\$288.20		
Paid Chk# 100093	9/22/2015	ESPEJEL, EDGAR			
E 640-48000-499	Miscellaneous		\$182.00	JJ HILL DAYS	EVENT STAFF
Total ESPEJEL, EDGAR			\$182.00		
Paid Chk# 100094	9/22/2015	ESS BROTHERS & SONS INC.			
E 620-40000-225	Repair & Maint - System		\$188.50	UU6509	PARTS
Total ESS BROTHERS & SONS INC.			\$188.50		
Paid Chk# 100095	9/22/2015	GRAINGER, INC.			
E 101-43100-210	Operating Supplies (GENERAL)		\$20.82	9836666165	SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)		\$8.28	9836666173	SUPPLIES
Total GRAINGER, INC.			\$29.10		
Paid Chk# 100096	9/22/2015	GREENLEE, LEEVON			
E 640-48000-499	Miscellaneous		\$182.00	JJ HILL DAYS	EVENT STAFF
Total GREENLEE, LEEVON			\$182.00		
Paid Chk# 100097	9/22/2015	HENN.CNTY.ACCTG.SERVICES			
E 101-42120-308	Prisoner Care		\$1,586.20	1000064517	PRISONER PROCESSING
G 101-20300	Deposits Payable		\$75.00	1000064517	PRISONER PROCESSING
Total HENN.CNTY.ACCTG.SERVICES			\$1,661.20		
Paid Chk# 100098	9/22/2015	HENN.CNTY.ACCTG.SERVICES			
E 404-40000-309	Contractual Services		\$125,000.00	1000063799	BUSHAWAY ROAD
E 408-40000-309	Contractual Services		\$137,500.00	1000063799	BUSHAWAY ROAD
E 430-40000-309	Contractual Services		\$78,250.00	1000063799	BUSHAWAY ROAD
E 610-49100-309	Contractual Services		\$324,205.43	1000063799	BUSHAWAY ROAD
Total HENN.CNTY.ACCTG.SERVICES			\$664,955.43		
Paid Chk# 100099	9/22/2015	HENN.CNTY.INFO.TECH.DEPT.			

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E 101-42100-323	Radio Units		\$939.56	1000064707	PD RADIO CONNECTION
Total HENN.CNTY.INFO.TECH.DEPT.			\$939.56		
Paid Chk# 100100	9/22/2015	HENNEPIN COUNTY PUBLIC RECORDS			
E 101-41500-304	Legal Fees		\$240.00	ACCT.562	PROPERTY SEARCH
Total HENNEPIN COUNTY PUBLIC RECORDS			\$240.00		
Paid Chk# 100101	9/22/2015	IDEALSPEECH WEB DESIGN LLC			
E 430-40000-499	Miscellaneous		\$325.00	0041	BUSHAWAY RD MARKETING DESIGN PARTIAL WITH CHAMBER
Total IDEALSPEECH WEB DESIGN LLC			\$325.00		
Paid Chk# 100102	9/22/2015	KD & COMPANY			
E 101-43100-229	Dirt, Sand and gravel		\$25.00	7734	DISPOSAL OF CONCRETE & ASPHALT
Total KD & COMPANY			\$25.00		
Paid Chk# 100103	9/22/2015	KEEPRS			
E 101-42100-217	Uniforms		\$183.98	283807	PD UNIFORMS
Total KEEPRS			\$183.98		
Paid Chk# 100104	9/22/2015	LEXISNEXIS RISK DATA			
E 101-42100-309	Contractual Services		\$66.00	121455020150	PD SERVICE
Total LEXISNEXIS RISK DATA			\$66.00		
Paid Chk# 100105	9/22/2015	MAMA			
E 101-41500-331	Mileage & Expense Account		\$20.00	1885	MTG. LUNCHEONS
E 101-41500-331	Mileage & Expense Account		\$20.00	1887	MTG. LUNCHEONS
Total MAMA			\$40.00		
Paid Chk# 100106	9/22/2015	MANSFIELD OIL COMPANY			
E 101-49200-212	Motor Fuels		\$2,191.05	787724	FUEL
E 101-49200-212	Motor Fuels		\$582.71	787996	FUEL
Total MANSFIELD OIL COMPANY			\$2,773.76		
Paid Chk# 100107	9/22/2015	MARCO			
E 101-41500-404	Repairs/Maint - Machin/Equip		\$125.51	INV2833400	COPIER CONTRACT
Total MARCO			\$125.51		
Paid Chk# 100108	9/22/2015	MARSHALL, ANNIE			
E 640-48000-499	Miscellaneous		\$266.00	JJ HILL DAYS	EVENT STAFF
Total MARSHALL, ANNIE			\$266.00		
Paid Chk# 100109	9/22/2015	MCCORMICK HOSPITALITY GROUP LL			
E 401-40000-499	Miscellaneous		\$216.45	REIMB.	BEACH PARTY ICE CREAM
Total MCCORMICK HOSPITALITY GROUP LL			\$216.45		
Paid Chk# 100110	9/22/2015	MEDIACOM			
E 101-41940-321	Telephone		\$309.95		SERVICE
Total MEDIACOM			\$309.95		
Paid Chk# 100111	9/22/2015	METRO SALES INC.			
E 101-42100-350	Printing & Publishing		\$721.50	INV329962	PD SUPPLIES
Total METRO SALES INC.			\$721.50		
Paid Chk# 100112	9/22/2015	MURPHY, MICHAEL			
G 101-20300	Deposits Payable		\$1,450.48	REIMB.	TRAINING SUPPLIES - REIMB.BY PLYMOUTH
Total MURPHY, MICHAEL			\$1,450.48		
Paid Chk# 100113	9/22/2015	NHA HEATING & AIR CONDITIONING			
E 101-41940-404	Repairs/Maint - Machin/Equip		\$247.50	19607092	REPAIRS

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Total NHA HEATING & AIR CONDITIONING			\$247.50		
Paid Chk#	100114	9/22/2015	NORTHERN SAFETY TECHNOLOGY		
E 101-42100-404	Repairs/Maint - Machin/Equip		\$232.45	39401	SQUAD REPAIRS
Total NORTHERN SAFETY TECHNOLOGY			\$232.45		
Paid Chk#	100115	9/22/2015	OFFICE DEPOT		
E 101-42100-200	Office Supplies (GENERAL)		\$43.97	791539216001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$70.45	791539216001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$33.05	792436084001	SUPPLIES
E 640-47000-404	Repairs/Maint - Machin/Equip		\$264.30	792436084001	SUPPLIES
Total OFFICE DEPOT			\$411.77		
Paid Chk#	100116	9/22/2015	OVERSON SEWER & WATER INC		
G 101-20310	Escrow		\$1,019.00	REFUND	STREET CUT DEPOSIT REFUND
Total OVERSON SEWER & WATER INC			\$1,019.00		
Paid Chk#	100117	9/22/2015	PAKOR INC.		
E 630-40000-210	Operating Supplies (GENERAL)		\$217.39	8014670	MV SUPPLIES
Total PAKOR INC.			\$217.39		
Paid Chk#	100118	9/22/2015	PIETRINI, KRISTA		
E 640-48000-499	Miscellaneous		\$182.00	JJ HILL DAYS	EVENT STAFF
Total PIETRINI, KRISTA			\$182.00		
Paid Chk#	100119	9/22/2015	POPP TELECOM		
E 101-42100-309	Contractual Services		\$33.31		SERVICE
E 101-41940-321	Telephone		\$300.91		SERVICE
E 610-40000-323	Radio Units		\$179.77		SERVICE
E 620-40000-323	Radio Units		\$65.63		SERVICE
E 640-48000-321	Telephone		\$100.00		SERVICE
E 640-47000-321	Telephone		\$100.00		SERVICE
Total POPP TELECOM			\$779.62		
Paid Chk#	100120	9/22/2015	READY WATT ELECTRIC		
E 101-42500-409	Maint services & Improv		\$2,400.00	99486	EMERGENCY SIREN REPAIRS
Total READY WATT ELECTRIC			\$2,400.00		
Paid Chk#	100121	9/22/2015	RIGID HITCH INC.		
E 101-43100-210	Operating Supplies (GENERAL)		\$21.66	1927685330	SUPPLIES
Total RIGID HITCH INC.			\$21.66		
Paid Chk#	100122	9/22/2015	RISVOLD, MICHAEL		
E 240-40000-540	Equipment		\$535.78	REIMB.	PD COMPUTER
Total RISVOLD, MICHAEL			\$535.78		
Paid Chk#	100123	9/22/2015	RUDY LUTHER		
G 630-20300	Deposits Payable		\$1,519.88	REFUND	CVR REFUND
Total RUDY LUTHER			\$1,519.88		
Paid Chk#	100124	9/22/2015	SAFETY KLEEN		
E 620-40000-210	Operating Supplies (GENERAL)		\$24.75	67845981	SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)		\$24.75	67845981	SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$24.75	67845981	SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)		\$24.75	67845981	SUPPLIES
Total SAFETY KLEEN			\$99.00		
Paid Chk#	100125	9/22/2015	SANDBERG, PAUL		
E 640-48000-499	Miscellaneous		\$252.00	JJ HILL DAYS	EVENT STAFF

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Total SANDBERG, PAUL			\$252.00		
Paid Chk# 100126	9/22/2015	SCOTT, LIVIA			
E 640-48000-499	Miscellaneous		\$91.00	JJ HILL DAYS	EVENT STAFF
Total SCOTT, LIVIA			\$91.00		
Paid Chk# 100127	9/22/2015	SORRENTINO, SUE			
E 101-41910-492	HPB		\$89.94	HPB REIMB.	HPB REIMB.
Total SORRENTINO, SUE			\$89.94		
Paid Chk# 100128	9/22/2015	SPRINT			
E 101-42100-323	Radio Units		\$15.10	134573312-16	SERVICE
Total SPRINT			\$15.10		
Paid Chk# 100129	9/22/2015	ST.PAUL, CITY OF			
E 101-42100-434	Training and schools		\$195.00	IN00011024	PD TRAINING
E 101-42100-434	Training and schools		\$199.00	IN00011106	PD TRAINING
Total ST.PAUL, CITY OF			\$394.00		
Paid Chk# 100130	9/22/2015	STARIN, MELANIE			
E 640-48000-499	Miscellaneous		\$168.00	JJ HILL DAYS	EVENT STAFF
Total STARIN, MELANIE			\$168.00		
Paid Chk# 100131	9/22/2015	STREICHER S			
E 101-42100-217	Uniforms		\$5.99	I1155546	PD UNIFORMS
E 101-42100-217	Uniforms		\$154.99	I1157256	PD UNIFORMS
E 101-42100-217	Uniforms		\$75.28	I1170621	PD UNIFORMS
Total STREICHER S			\$236.26		
Paid Chk# 100132	9/22/2015	STROBEL, DAVID			
E 640-48000-499	Miscellaneous		\$105.00	JJ HILL DAYS	EVENT STAFF
Total STROBEL, DAVID			\$105.00		
Paid Chk# 100133	9/22/2015	SW NEWS MEDIA			
E 101-41500-350	Printing & Publishing		\$275.50	379326	LEGAL NOTICES
Total SW NEWS MEDIA			\$275.50		
Paid Chk# 100134	9/22/2015	THINGVOLD, DERRICK			
E 640-48000-499	Miscellaneous		\$77.00	JJ HILL DAYS	EVENT STAFF
Total THINGVOLD, DERRICK			\$77.00		
Paid Chk# 100135	9/22/2015	TIME SAVER			
E 101-41100-302	Consultants		\$411.00	M21608	MEETING MINUTES
Total TIME SAVER			\$411.00		
Paid Chk# 100136	9/22/2015	TWEED, ISAIAH			
E 640-48000-499	Miscellaneous		\$252.00	JJ HILL DAYS	EVENT STAFF
Total TWEED, ISAIAH			\$252.00		
Paid Chk# 100137	9/22/2015	UNIFORMS UNLIMITED			
E 101-42100-217	Uniforms		\$202.97	2188-2	PD UNIFORMS
Total UNIFORMS UNLIMITED			\$202.97		
Paid Chk# 100138	9/22/2015	UNPARALLELED PARKING			
E 401-40000-309	Contractual Services		\$1,388.00	0004601	VALET PARKING
E 401-40000-309	Contractual Services		\$1,112.41	0004682	VALET PARKING
Total UNPARALLELED PARKING			\$2,500.41		
Paid Chk# 100139	9/22/2015	VAN PAPER COMPANY			

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E 101-45200-210	Operating Supplies (GENERAL)	\$234.40	361150-00		TRASH BAGS
	Total VAN PAPER COMPANY	\$234.40			
Paid Chk# 100140	9/22/2015	VANDERPLOEG, ELLY			
E 640-48000-499	Miscellaneous	\$175.00	JJ HILL DAYS		EVENT STAFF
	Total VANDERPLOEG, ELLY	\$175.00			
Paid Chk# 100141	9/22/2015	VERIZON WIRELESS			
E 101-42200-323	Radio Units	\$24.14	9750953838		FD SERVICE
	Total VERIZON WIRELESS	\$24.14			
Paid Chk# 100142	9/22/2015	WARNING LITES			
G 101-20300	Deposits Payable	\$2,770.10	150216		JJ HILL DAYS TRAFFIC CONTROL
	Total WARNING LITES	\$2,770.10			
Paid Chk# 100143	9/22/2015	WEAVER, BROCK			
E 640-48000-499	Miscellaneous	\$364.00	JJ HILL DAYS		EVENT STAFF
	Total WEAVER, BROCK	\$364.00			
Paid Chk# 100144	9/22/2015	WEAVER, RENAE			
E 640-48000-499	Miscellaneous	\$84.00	JJ HILL DAYS		EVENT STAFF
	Total WEAVER, RENAE	\$84.00			
Paid Chk# 100145	9/22/2015	WERNER, WILLIAM JR			
E 640-48000-499	Miscellaneous	\$84.00	JJ HILL DAYS		EVENT STAFF
	Total WERNER, WILLIAM JR	\$84.00			
Paid Chk# 100146	9/22/2015	XCEL ENERGY			
E 101-45203-381	Electric Utilities	\$3,841.12			SERVICE
	Total XCEL ENERGY	\$3,841.12			
Paid Chk# 100147	9/29/2015	A-1 OUTDOOR POWER, INC.			
E 610-40000-210	Operating Supplies (GENERAL)	\$13.04	367146		SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)	\$13.04	367146		SUPPLIES
	Total A-1 OUTDOOR POWER, INC.	\$26.08			
Paid Chk# 100148	9/29/2015	AT&T MOBILITY			
E 101-41940-321	Telephone	\$204.21	287250008232		SERVICE
	Total AT&T MOBILITY	\$204.21			
Paid Chk# 100149	9/29/2015	AT&T MOBILITY			
E 101-41940-321	Telephone	\$331.93	287250190047		CELL SERVICE
	Total AT&T MOBILITY	\$331.93			
Paid Chk# 100150	9/29/2015	AUSTIN, ANDY			
E 640-48000-341	General Promotions	\$200.00	10/1/15		BAR MUSIC 10/1/15
	Total AUSTIN, ANDY	\$200.00			
Paid Chk# 100151	9/29/2015	BEST & FLANAGAN			
G 101-20310	Escrow	\$646.00	453955		VERIZON ESCROW PROJECT
E 407-40000-304	Legal Fees	\$750.00	453957		TELECOM
E 407-40000-304	Legal Fees	\$2,812.50	453959		TELECOM
E 407-40000-304	Legal Fees	\$780.00	453965		TELECOM
	Total BEST & FLANAGAN	\$4,988.50			
Paid Chk# 100152	9/29/2015	BIFFS, INC.			
E 101-45200-415	Other Equipment Rentals	\$62.50	W574897		PARKS SERVICE
E 101-45200-415	Other Equipment Rentals	\$62.50	W574898		PARKS SERVICE
	Total BIFFS, INC.	\$125.00			

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Paid Chk#	100153	9/29/2015	BROOKDALE CHRYSLER, JEEP,DODGE		
E 101-42100-404	Repairs/Maint - Machin/Equip		\$27.75	270531	PARTS
Total	BROOKDALE CHRYSLER, JEEP,DODGE		\$27.75		
Paid Chk#	100154	9/29/2015	CARQUEST OF WAYZATA		
E 610-40000-224	Repair & Maint - Motor Equip		\$30.24	6973-263516	PARTS
E 620-40000-224	Repair & Maint - Motor Equip		\$30.24	6973-263516	PARTS
Total	CARQUEST OF WAYZATA		\$60.48		
Paid Chk#	100155	9/29/2015	CITY VIEW PLUMBING & HEATING		
E 101-41940-401	Repairs/Maint Buildings		\$801.01	43570	CITY HALL REPAIRS
Total	CITY VIEW PLUMBING & HEATING		\$801.01		
Paid Chk#	100156	9/29/2015	COMMERCIAL ASPHALT CO.		
E 430-40000-309	Contractual Services		\$129.61	150915	ASPHALT
Total	COMMERCIAL ASPHALT CO.		\$129.61		
Paid Chk#	100157	9/29/2015	EDUCATION & TRAINING SERVICES		
E 620-40000-433	Dues, Licensing & Seminars		\$249.50	15-749	LEAD POSITION TRAINING
E 101-43100-433	Dues, Licensing & Seminars		\$499.00	15-749	LEAD POSITION TRAINING
E 101-45200-433	Dues, Licensing & Seminars		\$499.00	15-749	LEAD POSITION TRAINING
E 610-40000-433	Dues, Licensing & Seminars		\$249.50	15-749	LEAD POSITION TRAINING
Total	EDUCATION & TRAINING SERVICES		\$1,497.00		
Paid Chk#	100158	9/29/2015	ELECTRIC PUMP, INC.		
E 620-40000-405	Maint/Replac - System		\$150.04	0056303	PARTS
Total	ELECTRIC PUMP, INC.		\$150.04		
Paid Chk#	100159	9/29/2015	EXCEL DOCUMENT MGMT.		
E 610-40000-210	Operating Supplies (GENERAL)		\$43.00	41203	BUS CARDS
E 101-43300-210	Operating Supplies (GENERAL)		\$44.00	41203	BUS.CARDS
E 101-43100-210	Operating Supplies (GENERAL)		\$42.76	41203	BUS.CARDS
E 101-42100-200	Office Supplies (GENERAL)		\$186.00	41207	PD SUPPLIES
E 630-40000-200	Office Supplies (GENERAL)		\$186.00	41207	MV SUPPLIES
Total	EXCEL DOCUMENT MGMT.		\$501.76		
Paid Chk#	100160	9/29/2015	FINLEY BROS. INC.		
E 101-45200-210	Operating Supplies (GENERAL)		\$115.50	15-0077791	SUPPLIES
Total	FINLEY BROS. INC.		\$115.50		
Paid Chk#	100161	9/29/2015	FLAGSHIP RECREATION LLC		
E 101-45200-210	Operating Supplies (GENERAL)		\$70.10	F4015	TIRE SWING AT BEACH
Total	FLAGSHIP RECREATION LLC		\$70.10		
Paid Chk#	100162	9/29/2015	GRAINGER, INC.		
E 620-40000-241	Safety equip/testings		\$75.12	9840529110	SAFETY VESTS
E 610-40000-241	Safety equip/testings		\$75.12	9840529110	SAFETY VESTS
E 101-43100-241	Safety equip/testings		\$75.12	9840529110	SAFETY VESTS
E 101-45200-241	Safety equip/testings		\$75.12	9840529110	SAFETY VESTS
Total	GRAINGER, INC.		\$300.48		
Paid Chk#	100163	9/29/2015	HD SUPPLY WATERWORKS, LTD		
E 610-40000-225	Repair & Maint - System		(\$409.96)	E385229	PARTS
E 610-40000-225	Repair & Maint - System		\$144.62	E418901	PARTS
E 620-40000-225	Repair & Maint - System		\$1,440.12	E508510	LIFTSTATOPM #9 PARTS
Total	HD SUPPLY WATERWORKS, LTD		\$1,174.78		
Paid Chk#	100164	9/29/2015	HENNEPIN COUNTY TAX SERVICES		
E 101-49200-496	Contingencies		\$4,774.13	52140	2ND HALF DEPOT PROPERTY TAX

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Total HENNEPIN COUNTY TAX SERVICES			\$4,774.13		
Paid Chk# 100165	9/29/2015	HOME DEPOT			
E 620-40000-225	Repair & Maint - System		\$94.51		SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$21.42		SUPPLIES
E 101-43100-226	Sign Repair Materials		\$24.04		SUPPLIES
Total HOME DEPOT			\$139.97		
Paid Chk# 100166	9/29/2015	JOHN DEERE LANDSCAPES			
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$111.86	73269360	PARTS
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$56.11	73274908	PARTS
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$31.20	73275124	PARTS
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$19.90	73419127	PARTS
Total JOHN DEERE LANDSCAPES			\$219.07		
Paid Chk# 100167	9/29/2015	JONES, REBECCA			
E 101-45200-499	Miscellaneous		\$24.99	REIMB.	MIELAGE & SUPPLIES
E 650-47500-499	Miscellaneous		\$9.20	REIMB.	MIELAGE & SUPPLIES
Total JONES, REBECCA			\$34.19		
Paid Chk# 100168	9/29/2015	KAMIDA			
E 408-40000-402	Sidewalk Replacement		\$3,325.00	001523	SIDEWALK REPLACEMENT-LAKE STREET
Total KAMIDA			\$3,325.00		
Paid Chk# 100169	9/29/2015	LAMBERT, JEFFREY W.			
E 101-42120-304	Legal Fees		\$3,092.75	SEPT.2015	LEGAL SERVICES
Total LAMBERT, JEFFREY W.			\$3,092.75		
Paid Chk# 100170	9/29/2015	LANO EQUIPMENT, INC.			
E 101-43100-415	Other Equipment Rentals		\$200.00	03-320035	EXCAVATOR RENTAL
Total LANO EQUIPMENT, INC.			\$200.00		
Paid Chk# 100171	9/29/2015	LAW ENFORCEMENT LABOR SERVICES			
G 101-21707	Police union dues		\$423.00	SEPT.2015	PD DUES SEPT.2015
Total LAW ENFORCEMENT LABOR SERVICES			\$423.00		
Paid Chk# 100172	9/29/2015	LEE, DAN			
E 101-42100-331	Mileage & Expense Account		\$113.85	REIMB.	MILEAGE
Total LEE, DAN			\$113.85		
Paid Chk# 100173	9/29/2015	LHB, INC.			
E 430-40000-302	Consultants		\$4,670.00	130445.00-15	ROUNDAABOUT/EASTMAN LANE
Total LHB, INC.			\$4,670.00		
Paid Chk# 100174	9/29/2015	LMCD			
E 233-40000-499	Miscellaneous		\$151.50	DEICING PER	DEICING PERMIT 2015
Total LMCD			\$151.50		
Paid Chk# 100175	9/29/2015	LOFFLER COMPANIES, INC.			
E 409-40000-540	Equipment		\$653.00	2061648	COMPUTER EQUIP.
E 409-40000-540	Equipment		\$2,121.00	2068628	COMPUTER EQUIP.
E 409-40000-540	Equipment		\$315.00	2068657	COMPUTER EQUIP.
E 409-40000-540	Equipment		\$1,268.00	2071055	COMPUTER EQUIP.
Total LOFFLER COMPANIES, INC.			\$4,357.00		
Paid Chk# 100176	9/29/2015	LSA DESIGN, INC.			
E 401-40000-309	Contractual Services		\$21,628.70	15016	DOWNTOWN PARKING
Total LSA DESIGN, INC.			\$21,628.70		

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September 2015

			Check Amt	Invoice	Comment
Paid Chk#	100177	9/29/2015	MACQUEEN EQUIPMENT, INC.		
E 620-40000-225	Repair & Maint - System		\$211.67	2155126	PARTS
Total	MACQUEEN EQUIPMENT, INC.		\$211.67		
Paid Chk#	100178	9/29/2015	MANSFIELD OIL COMPANY		
E 101-49200-212	Motor Fuels		\$567.28	814053	FUEL
E 101-49200-212	Motor Fuels		\$547.76	823924	FUEL
E 101-49200-212	Motor Fuels		\$1,357.77	823936	FUEL
Total	MANSFIELD OIL COMPANY		\$2,472.81		
Paid Chk#	100179	9/29/2015	MARCO		
E 630-40000-200	Office Supplies (GENERAL)		\$125.51	INV2852326	MV SUPPLIES
Total	MARCO		\$125.51		
Paid Chk#	100180	9/29/2015	MEDIACOM		
E 101-41940-321	Telephone		\$592.00		SERVICE
Total	MEDIACOM		\$592.00		
Paid Chk#	100181	9/29/2015	MILLER, FRED		
E 235-40000-302	Consultants		\$1,530.00	107	WCTV
Total	MILLER, FRED		\$1,530.00		
Paid Chk#	100182	9/29/2015	MINNESOTA EQUIPMENT		
E 101-45200-222	Repair & Maint - Equip		\$4.26	P36360	PARTS
E 101-45200-222	Repair & Maint - Equip		\$30.47	P36390	PARTS
Total	MINNESOTA EQUIPMENT		\$34.73		
Paid Chk#	100183	9/29/2015	MN BATTERY LLC		
E 101-45200-222	Repair & Maint - Equip		\$87.50	14765	PARTS
Total	MN BATTERY LLC		\$87.50		
Paid Chk#	100184	9/29/2015	MN CHILD SUPPORT PAYMENT CENTE		
G 101-21710	County WH		\$197.40	0014468629	WITHHOLDING ORDERS
G 101-21710	County WH		\$264.00	0014613507	WITHHOLDING ORDERS
G 101-21710	County WH		\$235.00	0015104841	WITHHOLDING ORDERS
Total	MN CHILD SUPPORT PAYMENT CENTE		\$696.40		
Paid Chk#	100185	9/29/2015	MN NCPERS LIFE INSURANCE		
G 101-21715	PERA Term Life		\$48.00	10/2015	LIFE INS.
Total	MN NCPERS LIFE INSURANCE		\$48.00		
Paid Chk#	100186	9/29/2015	MORRIE S MINNETONKA FORD		
E 238-40000-404	Repairs/Maint - Machin/Equip		\$256.03	F6CS208955	SQUAD REPAIR - INS.CLAIM
Total	MORRIE S MINNETONKA FORD		\$256.03		
Paid Chk#	100187	9/29/2015	NAPA AUTO PARTS-WATERTOWN		
E 610-40000-210	Operating Supplies (GENERAL)		\$1.56	444928	PARTS
E 620-40000-224	Repair & Maint - Motor Equip		\$44.09	444977	PARTS
E 610-40000-224	Repair & Maint - Motor Equip		\$15.00	445135	PARTS
E 620-40000-224	Repair & Maint - Motor Equip		\$15.00	445135	PARTS
E 620-40000-224	Repair & Maint - Motor Equip		\$89.99	445329	PARTS
E 620-40000-224	Repair & Maint - Motor Equip		\$22.63	445491	PARTS
E 610-40000-224	Repair & Maint - Motor Equip		\$22.63	445491	PARTS
Total	NAPA AUTO PARTS-WATERTOWN		\$210.90		
Paid Chk#	100188	9/29/2015	OFFICE DEPOT		
E 640-48000-200	Office Supplies (GENERAL)		\$89.06	794402662001	SUPPLIES
E 640-47000-200	Office Supplies (GENERAL)		\$7.64	794402662001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$31.39	794402662001	SUPPLIES

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September 2015

			Check Amt	Invoice	Comment
Total OFFICE DEPOT			\$128.09		
Paid Chk# 100189	9/29/2015	OVSHAK, KATHY			
E 101-41500-331	Mileage & Expense Account		\$69.60	MILEAGE	JULY - SEPT.2015 MILEAGE
Total OVSHAK, KATHY			\$69.60		
Paid Chk# 100190	9/29/2015	POPP TELECOM			
E 101-42100-309	Contractual Services		\$33.45	10011563	PD SERVICE
Total POPP TELECOM			\$33.45		
Paid Chk# 100191	9/29/2015	POSPAPER.COM			
E 101-42100-210	Operating Supplies (GENERAL)		\$138.00	25579	PD SUPPLIES
Total POSPAPER.COM			\$138.00		
Paid Chk# 100192	9/29/2015	RANDY S SANITATION			
E 650-47800-386	Other Utilities		\$53.25		ORGANICS DISPOSAL
E 650-47500-384	Refuse/Garbage Disposal		\$1,382.16		KARTS
E 640-48000-384	Refuse/Garbage Disposal		\$333.14		BAR
E 640-47000-384	Refuse/Garbage Disposal		\$150.00		STORE
E 650-47800-384	Refuse/Garbage Disposal		\$6,479.48		ORGANICS PROGRAM
E 101-41940-386	Other Utilities		\$595.59		CH & PW SERVICE
E 650-47600-309	Contractual Services		\$3,910.68		RECYCLING
E 650-47500-384	Refuse/Garbage Disposal		\$973.45		DRIVE UP
E 650-47500-384	Refuse/Garbage Disposal		\$70.85		STICKERS
E 650-47500-384	Refuse/Garbage Disposal		\$8,756.42		LABOR
E 650-47500-386	Other Utilities		\$4,591.30		DISPOSAL
Total RANDY S SANITATION			\$27,296.32		
Paid Chk# 100193	9/29/2015	RIGID HITCH INC.			
E 101-43100-210	Operating Supplies (GENERAL)		\$13.33	1927689024	SUPPLIES
Total RIGID HITCH INC.			\$13.33		
Paid Chk# 100194	9/29/2015	SPRINT			
E 101-42100-323	Radio Units		\$158.58	134573312-16	PD SERVICE
Total SPRINT			\$158.58		
Paid Chk# 100195	9/29/2015	SRF CONSULTING GROUP, INC.			
E 401-40000-309	Contractual Services		\$16,114.27	08866.00-4	DOWNTOWN PARKING
Total SRF CONSULTING GROUP, INC.			\$16,114.27		
Paid Chk# 100196	9/29/2015	STREICHER S			
E 101-42100-217	Uniforms		\$151.99	I1171154	PD UNIFORMS
E 101-42100-210	Operating Supplies (GENERAL)		\$9.99	I1171710	PD UNIFORMS
E 101-42100-217	Uniforms		\$300.00	I1171711	PD UNIFORMS
Total STREICHER S			\$461.98		
Paid Chk# 100197	9/29/2015	SUBURBAN TIRE WHOLESALE INC.			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$549.64	10135094	PD SNOW TIRES
Total SUBURBAN TIRE WHOLESALE INC.			\$549.64		
Paid Chk# 100198	9/29/2015	TOMBERS STUCCO, INC			
E 437-40000-401	Repairs/Maint Buildings		\$5,500.00	9/22/15	LIBRARY SOFFIT REPAIR
Total TOMBERS STUCCO, INC			\$5,500.00		
Paid Chk# 100199	9/29/2015	TWIN CITY GARAGE DOOR CO.			
E 101-41940-404	Repairs/Maint - Machin/Equip		\$135.00	445980	REPAIRS
Total TWIN CITY GARAGE DOOR CO.			\$135.00		
Paid Chk# 100200	9/29/2015	UNIFORMS UNLIMITED			

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September 2015

			Check Amt	Invoice	Comment
E 101-42100-217	Uniforms		\$7.00	3741-2	PD UNIFORMS
E 101-42100-217	Uniforms		\$80.60	4247-2	PD UNIFORMS
Total UNIFORMS UNLIMITED			\$87.60		
Paid Chk# 100201	9/29/2015	UNITED FARMERS COOPERATIVE			
E 101-43100-210	Operating Supplies (GENERAL)		\$22.76	29529	SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$22.76	29640	SUPPLIES
Total UNITED FARMERS COOPERATIVE			\$45.52		
Paid Chk# 100202	9/29/2015	VARNER MOBILE SERVICES, LLC			
E 620-40000-224	Repair & Maint - Motor Equip		\$175.92	4088	PARTS
E 610-40000-224	Repair & Maint - Motor Equip		\$175.92	4088	PARTS
Total VARNER MOBILE SERVICES, LLC			\$351.84		
Paid Chk# 100203	9/29/2015	VERIZON WIRELESS			
E 101-42100-323	Radio Units		\$200.05	9752176113	PD SERVICE
Total VERIZON WIRELESS			\$200.05		
Paid Chk# 100204	9/29/2015	WAYZATA CHAMBER OF COMMERCE			
E 404-40000-499	Miscellaneous		\$745.00	8/31/15	PARKS & TRAILS BOOTH JJ HILL DAYS
Total WAYZATA CHAMBER OF COMMERCE			\$745.00		
Paid Chk# 100205	9/29/2015	WBC HOLDINGS, INC.			
E 101-43300-404	Repairs/Maint - Machin/Equip		\$7.51	8/2/15	TRUCK MAINT.
Total WBC HOLDINGS, INC.			\$7.51		
Paid Chk# 100206	9/29/2015	WESTSIDE WHOLESALE TIRE			
E 101-45200-222	Repair & Maint - Equip		\$443.40	753544	PARKS DEPT.TIRES
Total WESTSIDE WHOLESALE TIRE			\$443.40		
Paid Chk# 100207	9/29/2015	WSB & ASSOCIATES			
E 430-40000-309	Contractual Services		\$6,241.50	01204-391.5	2015 STREETS
Total WSB & ASSOCIATES			\$6,241.50		
10100 Anchor Bank			\$983,840.04		

Fund Summary**10100 Anchor Bank**

101 GENERAL FUND	\$58,923.61
233 LAKFRONT IMPROVE	\$161.50
235 CABLE TV	\$1,828.00
238 SELF INSURANCE	\$544.23
240 DWI FORFIETURES	\$535.78
401 PERM IMPROVEMENT	\$41,037.33
404 PARK AND TRAIL CIP	\$125,745.00
407 CELL TOWER	\$4,342.50
408 GENERAL CIP	\$140,825.00
409 EQUIP REVOLVING	\$4,357.00
430 STREET CIP	\$89,616.11
437 LIBRARY/COMM.ROOM CIP	\$5,518.23
610 WATER FUND	\$325,223.75
620 SEWER FUND	\$3,397.44
630 MOTOR VEHICLE	\$2,164.91
640 LIQUOR	\$153,392.86
650 SOLID WASTE	\$26,226.79
	\$983,840.04

10/6/2015

THE FOLLOWING 2015 MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY

Itinerant Food License - Wayzata Fire Department Pancake Breakfast 9/20/15	
Wayzata Fire Department	600 Rice Street E
2015 Gas Fitters License	
Twin City Mechanical	Blaine, MN
2015 Tree Removal and Treatment License	
Trees by Forrest, Inc.	Corcoran, MN

2015 MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL ON 10/06/2015

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

Permit for a ONE (1) Day Temporary Consumption and Display Permit at Unitarian Universalist Church of Minnetonka on November 14, 2015	
Unitarian Universalist Church of Minnetonka	605 Rice Street
Food License - 2015	
Lake Area Discovery Center (At St. Bart's)	630 Wayzata Blvd.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TEMPORARY CONSUMPTION AND DISPLAY PERMIT**

(City or county may not issue more than 10 permits in any one year)

Name of organization <u>Unitarian Universalist Church Minnetonka</u>		Date organized <u>1960</u>	Tax exempt number <u>23688</u>
Address <u>605 Rice Street</u>		City <u>Wayzata</u>	State <u>Minnesota</u>
		Zip Code <u>55391</u>	
Name of person making application <u>Judy Regan / Fred Hulting</u>		Business phone <u>952-473-5900</u>	Home phone <u>—</u>
Date(s) of event <u>Saturday, November 14th 2015</u>		Type of organization ☐ Club ☐ Charitable ☒ Religious ☐ Other non-profit	
Organization officer's name <u>X Rev. Kent Hemmen Saleska</u>		City <u>Wayzata</u>	State <u>Minnesota</u>
		Zip <u>55391</u>	
☐ Add New Officer			

Location where permit will be used. If an outdoor area, describe.

[Inside] main level - 605 Rice Street, Wayzata

APPROVAL

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

City of Wayzata
City or County approving the license
\$25.00 #32107
Fee Amount
09-25-2015
Date Fee Paid

Date Approved

Permit Date

City or County Email Address

City or County phone number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

COMMERCIAL LIABILITY CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS USED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY Helland Agency, Inc. 18202 Minnetonka Blvd. Deephaven, MN. 55391	
NAME AND ADDRESS OF FIRST NAMED INSURED Unitarian Universalist Church 605 Rice Street East Wayzata, MN. 55391	This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage or any provision of Policy No. <u>1298-430</u> Issued by <u>GuideOne Specialty Ins. Co.</u>

This is to certify that policies of Insurance listed below have been issued to the insured named above and are in force at this time.

TYPE OF INSURANCE	COMPANY AFFORDING COVERAGE AND POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability	
			OCCURRENCE/AGGREGATE	OCCURRENCE/AGGREGATE
☒ COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM) ☐ _____ ☐ _____	☐ GuideOne Mutual ☐ GuideOne Elite ☒ GuideOne Specialty Mutual ☐ GuideOne America ☐ GuideOne Lloyds Policy # _____	4/1/16	☐ \$ 300,000/\$ 600,000 ☐ 500,000/ 1,000,000 ☐ 1,000,000/ 2,000,000 ☐ _____/_____	☐ \$ 300,000/\$1,000,000 ☐ 500,000/ 1,500,000 ☒ 1,000,000/ 3,000,000
AUTOMOBILE LIABILITY SYMBOL ☐ ANY AUTO 1 ☐ ALL OWNED AUTOS 2 ☐ SCHEDULED AUTOS 7 ☒ HIRED AUTOS 8 ☒ NON-OWNED AUTOS 9	☐ GuideOne Mutual ☐ GuideOne Specialty Mutual Policy # <u>Same</u>		BODILY INJURY AND PROPERTY DAMAGE COMBINED \$1,000,000	
EXCESS LIABILITY ☒ UMBRELLA FORM	☒ GuideOne Mutual ☐ GuideOne Elite ☐ GuideOne Specialty Mutual ☐ GuideOne America ☐ GuideOne Lloyds Policy # _____	4/1/16	OCCURRENCE/AGGREGATE \$1,000,000 \$1,000,000	
WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	☒ GuideOne Mutual ☐ GuideOne Elite ☐ GuideOne Specialty Mutual ☐ GuideOne America ☐ GuideOne Lloyds Policy # _____	4/1/16	STATUTORY EACH ACCIDENT DISEASE — \$100,000 POLICY LIMITS DISEASE — \$500,000 EACH EMPLOYEE \$100,000	Included
Property Ins. OTHER	GuideOne Spec.	4/1/16	Per Schedule	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
Church And Related Activities, City of Wayzata Is A Certificate Holder.

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days* (unless otherwise indicated below) written notice to the below-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.
*Optional number of days written notice applicable in lieu of above only if indicated: N/A

NAME AND ADDRESS OF CERTIFICATE HOLDER:

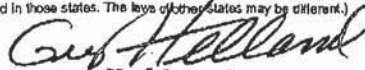
City of Wayzata
Wayzata, MN. 55391

(FIRM AND ADDRESS)

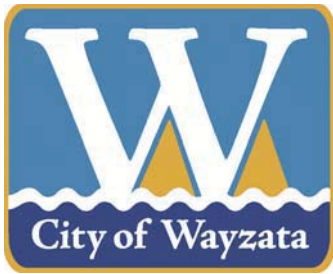
THIS CERTIFICATE IS FOR INFORMATION ONLY; IT IS NOT A CONTRACT OF INSURANCE BUT ATTESTS THAT A POLICY AS NUMBERED HEREIN, AND AS IT STANDS AT THE DATE OF THIS CERTIFICATE, HAS BEEN ISSUED BY THE INSURER.

DATE ISSUED: 1/27/2015

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any material fact therein, commits a fraudulent insurance act which is a crime. (This statement is required by the laws of New York and Ohio when this application is used in those states. The laws of other states may be different.)


Greg Helland

AUTHORIZED REPRESENTATIVE



City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

City Manager:
Heidi Nelson

TO: Mayor Willcox and Councilmembers
Heidi Nelson, City Manager

FROM: Kathy Ovshak, Sr. Accountant

DATE: September 24, 2015

RE: Personnel Policy language updates

Attached for your review and approval is a revised copy of the City of Wayzata's Personnel Policy. There are three areas within the policy that needed some "housekeeping" language updates.

1. Benefits (page 4): Due to the Affordable Care Act, language regarding health insurance benefits for part-time employees needed to be updated to address the number of required hours worked and the look back period for eligibility.
Also, language was added to address employees that become Medicare eligible with regards to HSA contributions from the City.
2. Compensatory Time (page 5): Clarified language addressing the accrual, use and carryover of compensatory time.
3. Sick Leave Credit Pay Out Plan (page 5 & 7): Simplified language to make it clearer that the payout plan is a "tiered" payout system.



Personnel Policy

Created/updated: January 2013

Revised: September 2015

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Introduction

Purpose

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the City of Wayzata. This handbook is provided for information purposes only. The guidelines in this handbook should not be construed as contract terms. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the City. The terms of the benefits provided by this policy are implemented at the sole discretion of the appointing authority or, where applicable, the City Council and they may be withdrawn or changed at any time without notice. Unless otherwise required by law, in no event shall the hiring or continued employment of any person be considered a contractual relationship between the employee and the City. Further, unless otherwise provided, such relationship shall be defined as employment at-will, which allows either party to dissolve the relationship at any time for any or no reason. Unless otherwise noted, this personnel policy shall not apply to elected officials.

Scope

These policies apply to all employees of the City of Wayzata. If any specific provisions of the Personnel Policies conflict with any current union agreement, the union agreement will prevail. Any policy or portion thereof that does not conflict with a labor agreement, will remain in full force and effect and will continue to govern the actions of all covered employees. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

EEO Statement

The City of Wayzata is committed to providing equal opportunity in all areas of employment, including but not limited to hiring, promotion, demotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City of Wayzata will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, disability, age, marital status, status with regard to public assistance, or membership on a local human rights commission.

Definitions

Regular Full-time employee: An employee in a classified position who is regularly scheduled to work 40 hours per week.

Regular Part-time employee: An employee in a classified position who is regularly scheduled to work at least 16 hours per week and less than 40 hours per week.

Temporary or Seasonal: An employee who is not in a classified position because the employment is limited by duration or a specific project or task not to exceed 6 months.

On-call /Intermittent: All employees who are not classified as regular full-time, regular part-time or temporary/seasonal. On-call/Intermittent employees perform work of a non-continuous or irregular nature where the work schedule cannot be predicted in advance.

Exempt Employee: Employees who are not covered by the overtime provisions of the federal or state Fair Labor Standards Act. Exempt employees are typically paid on a salary basis.

Non-exempt Employee: Employees who are covered by the federal or state Fair Labor Standards Act. Such employees are paid on an hourly basis and are eligible for overtime at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given workweek. Overtime must be approved in advance by an employee's supervisor or manager.

Please contact your supervisor if you are unsure about the classification of your position.

Recruitment and Selection

Internal Posting:

The internal recruitment process in no way prohibits the City from seeking and hiring qualified applicants through an external recruitment process. The City will determine the recruitment process most appropriate for vacant or new positions.

Internal recruitment process:

1. City Manager's authorization to recruit
2. Position announcement is posted internally (all department locations)
3. Applications are scored
4. Interviews are conducted by the department head and department staff
5. City Manager's authorization to hire

External Recruitment Process:

The City's process for conducting external recruitments is as follows:

1. City Manager's authorization to recruit
2. Position is advertised externally and posted internally
3. Applications are scored
4. Interviews are conducted by the department head and department staff
5. Department head contacts finalist(s). The following non-medical reviews are conducted concurrently with applicant approval:
 - a. drivers license check
 - b. background check
 - c. reference checks
6. Department head makes a conditional offer of employment to selected candidate(s). The following medical examinations are scheduled with applicant approval:
 - a. pre-employment physical/drug screening (when applicable)
 - b. psychological examination (when applicable)
 - c. physical agility test (when applicable)
7. City Manager's authorization to hire

Background Investigations

Authority:

State law authorizes city police departments to conduct criminal history background investigations on applicants for City positions.

Applications:

This section applies only to applicants who are finalists for regular, temporary/seasonal and volunteer status positions. Before the investigation is undertaken, the applicant must authorize the Police Department in writing (form supplied to applicant) to undertake the investigation and to release the information to the City Manager, department head or other City staff as appropriate. If the City rejects an application for employment due partly or solely to the applicant's prior conviction of a crime which relates directly to the position sought, the applicant will be notified in writing.

Data Practices Advisory

Employee records are maintained in a secure location designated by the City Manager. Personnel data is kept in personnel files, payroll files and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc. All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act.

Nepotism

The potential for conflicts of interest are increased when personnel who are related are employed by the same employer; and real or implied conflicts of interest can result in distrust and a general lack of harmony among other employees.

Whenever possible, and with due regard for job-relevant qualifications, merit, and fitness, the employer shall avoid the appointment of any person immediately related (for the purpose of this section, immediate family is defined as: mother, father, sister, brother, aunt, uncle, nephew, niece, grandmother and grandfather) to an appointed officer or regular full-time or regular part-time employee of the City. Appointments or assignments of persons immediately related to an employee in the same department in which the employee works is prohibited.

This provision does not apply to marital status, as protected under the Minnesota Human Rights Act. Employment of the spouse of an elected or appointed officer or employee is not prohibited; however, appointment or assignment of an employee's spouse in the same department in which the employee works is prohibited.

Probation

Every original appointment and every promotional appointment is subject to a probationary period of six (6) months; department heads and licensed patrol officers are subject to a one year probationary period. During the probationary period a probationary employee may be terminated at the sole discretion of the employer.

Employees may use sick and vacation leave during their probationary period at the discretion of the department head.

At the discretion of the City Manager, an employee's probationary period may be extended for 90 calendar days for less than satisfactory performance.

Performance Evaluations

Performance evaluations are used to assess employee performance in terms of specific job requirements and provide measures for setting up training and development programs for improvement and opening communication channels. On the anniversary date of an employee's current position, or in January, as well as when an employee is completing their probationary period, a formal performance evaluation will be written and reviewed with the employee.

An employee who receives an overall rating of "Needs Improvement" or "Unsatisfactory" must follow a work plan to bring performance to an acceptable level.

Resignations

Employees wishing to leave the City service in good standing (meaning eligible for re-hire) must provide a written resignation notice to their supervisor at least ten (10) working days before leaving. Exempt employees must give thirty (30) calendar days notice. The written resignation must state the effective date of the employee's resignation. Failure to comply with this procedure may be cause for denying any eligible severance pay and any future employment with the City.

Retirement

The City participates in the Public Employees Retirement Association (PERA) to provide pension benefits for eligible employees. The City and the employee contribute to PERA each pay period as determined by state law.

The City also has available for participation deferred compensation plans available through ICMA, Nationwide Retirement and Lord Abott.

For information on annual benefits please contact the payroll department

Benefits

Health, Dental and Life Insurance: The City will contribute a monthly amount towards group health, dental and life insurance benefits for each eligible employee and his/her dependents. The amount to be contributed and the type of coverage will be determined annually by the City Council. For those employees that are enrolled and receiving Medicare benefits that are also receiving a monthly HSA contribution from the City as part of the health insurance plan they are participating in, may be eligible to receive that dollar amount contributed into a Post Employment Health Savings Plan (MSRS).

Health Insurance for Part-time Employees

With the creation of the Affordable Care Act; January 2016 employers are required to offer health insurance to eligible part time employees and their eligible dependents. The City of Wayzata uses the "look back method" in determining when part time employees become eligible for the opportunity to elect or decline coverage within the City's group health insurance plan. To be eligible, you must have worked an average of 30 hours a week during the prior year.

Eligible Part-Time Employee: means an employee who has worked for the City at least one continuous year and who has worked an average of 30 or more hours a week.

Change in eligibility status: Management reserves the right to reduce an employee's schedule at its sole discretion for any reason including but not limited to employee performance and/or a change in business operations. For any month an eligible part-time employee does not average 30 hours or more a week, the employee will not be eligible for coverage.

Eligible employee who no longer works for the City: Once an employee no longer works for the City, the following month they will not be eligible for reimbursement. Continuation of health insurance coverage will be the sole responsibility of the individual.

IRS regulations: The provisions of this plan are subject to change as IRS regulations require or management directs and any issues not expressly addressed shall be resolved by reference to the applicable rules and regulations.

Compensation

Direct Deposit

As provided for in Minnesota law, all employees are required to participate in direct deposit. Employees are responsible for notifying the payroll department of any changes of account information. Employees are also responsible for notifying the payroll department of any changes in address, phone numbers, name of beneficiaries, etc.

Time Reporting

To comply with the provisions of the federal and state Fair Labor Standards Act, all non-exempt employees are to record daily hours worked and any leave time used. These timesheets are to be submitted to payroll on a bimonthly basis and must include the signature of the employee and the immediate supervisor indicating approval for the time recorded. Reporting false information on a timesheet may be cause for immediate termination.

Compensatory Time

Non-exempt (overtime eligible) employees will be compensated at the rate of time and one-half for all hours over 40 in one workweek unless there is specific language within Union contracts that states otherwise. Vacation, sick leave and paid holidays do not count toward "hours worked" for computing overtime. Receiving compensatory time in lieu of overtime pay shall be at the request of the employee and upon approval by the supervisor.

Exempt employees are expected to work the hours necessary to meet the performance expectations in their departments. Generally, to meet these expectations, an exempt employee may need to work more than 40 hours in a week to accomplish the job without the expectation of overtime pay. For reasons of accountability, exempt employees may track hours worked in excess of 40 hours per week (in one hour increments). For those additional hours worked, exempt employees may accrue compensatory time on an hour for hour basis. No more than 16 hours of this banked time may be used in a one week period without prior approval of the department head. No more than 80 hours of accrued compensatory time may be carried over beyond December 31st of each year without prior approval from the City Manager. Compensatory time is not eligible for pay out at time of termination of employment.

Meal Breaks and Rest Periods

A paid fifteen (15) minute paid break is allowed within each four (4) consecutive hours of work. An unpaid thirty (30) minute lunch period is provided when an employee works eight or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time or lunch time by saving these breaks.

Severance Pay

The City may terminate an at-will employee for any reason or no reason. If the City expressly terminates an employee for cause, that employee is not eligible for severance pay. Employees who leave the employ of the City in good standing by resignation (meaning eligible for re-hire) or retirement will receive pay for their unused accrued vacation. Eligible employees will also receive pay out of their accrued sick leave as follows:

Sick Leave Credit Pay Out Plan

Employees, who leave employment (in good standing) may as of the date of separation, receive compensation for a percentage of their accrued sick leave to a Post Employment Health Care Saving Plan. The percentages are calculated as follows:

25% of the sick leave hours between 0 – 720 60% of the sick leave hours between 721 – 960.

85% of the sick leave hours between 961 – 1056. All compensation calculations will be based on the per hour rate at the time of pay out. This credit pay plan would not be calculated or converted for any employees terminated for cause.

Layoff

The City Manager will maintain a seniority list. In the event that it becomes necessary to reduce personnel, temporary employees and those serving a probationary period in affected job classes will be terminated from employment with the City before other employees in those job classes. Within each job class, the selection of employees to be retained will be based on merit and ability as determined by the City Manager. When all other considerations are equal within the job class, the principle of seniority will apply in layoffs and recall from layoff.

Leave

Attendance & Absence

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In case of unexpected absence, employees should call their supervisor before the scheduled starting time. If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he/she can be reached and/or contact any other individual who was designated by the supervisor. Failure to use established reporting process will be grounds for disciplinary action. Departments may establish more specific reporting procedures.

The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor. Employees who are absent for three (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing. The City may waive this rule if extenuating circumstances warranted such behavior. This policy does not preclude the City from administering discipline for unexcused absences of less than three (3) days.

Holidays, Vacation Accrual and Sick time Accrual

The City observes the following holidays: (96 hours of holiday time)

New Year's Day	Martin Luther King Jr. Day	Presidents' Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	4 hour for Christmas Eve	Christmas Day
4 hour Floating Holiday		

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday. Staff will be required to take holiday pay on the observed holiday unless other arrangements are approved by the City Manager.

Motor Vehicle personnel do not observe Columbus Day as a paid holiday due to the State DMV office being open. In lieu of Columbus Day, they observe Good Friday and the day after Thanksgiving as paid holidays (2 - 4 hour holidays).

Vacation accrual

Full-time employees will earn vacation leave in accordance with the following schedule: No more than 200 vacation hours are allowed to be carried over into the following year.

6.67 hours mo.	1 – 5 Years	=	80.04 hours
10.67	6 – 11	=	128.04 hours
11.67	12 – 13	=	140.04 hours
12.67	14 – 15	=	152.04 hours
13.67	16 – 17	=	164.04 hours
14	18 – 19	=	168 hours
15.33	20 – 24	=	183.96 hours
16	25+	=	192 hours

Regular part-time positions will accrue vacation leave on a prorated basis of the full-time employee schedule. Other part-time, temporary or seasonal, and on-call/intermittent employees will not earn or accrue vacation leave.

Sick Leave Accrual & Pay Out Policy

Each employee will earn one day per month sick leave, to a maximum of 120 days, days earned over the max must be converted via the Sick Leave Credit Pay Plan and in any event no more than 120 days can be carried forward to the next year. Sick leave will be paid at the employee's pay level at the time of illness, and in cases of prolonged illness the employee may also use vacation time after accumulated sick leave has expired. While on sick leave an employee shall continue to earn and accrue all benefits as fully employed and on duty.

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

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

Sick Leave Credit Pay Out Plan

Employees, who leave employment (in good standing) may as of the date of separation, receive compensation for a percentage of their accrued sick leave to a Post Employment Health Care Saving Plan. The percentages are calculated as follows:

25% of the sick leave hours between 0 – 720

60% of the sick leave hours between 721 – 960.

85% of the sick leave hours between 961 – 1056.

At the end of each year, employees with an accumulation of sick leave in excess of 120 days will have the days in excess of 120 days converted at a per day compensation rate of 85% to a Post Employment Health Care Savings Plan. In no event can more than 120 days be carried forward to the next year.

All compensation calculations will be based on the per hour rate at the time of pay out.

This credit pay plan would not be calculated or converted for any employees terminated for just cause.

Vacation Donation Policy

Vacation leave may voluntarily be donated to employees who have a serious medical condition under the Family and Medical Leave Act and who have no accrued and banked vacation, sick, or paid holiday leave or compensatory time off available.

Both the donor and the recipient must be regular employees who have worked a minimum of one calendar year and who have successfully completed probation.

No employee will be allowed to receive more than 360 hours of donated vacation leave for any single serious medical condition without written approval of the City Manager.

An employee may donate no more than sixteen (16) hours per calendar year to a single fellow employee. The employee donating vacation time must have at least 80 hours of vacation time on the books in order to make a donation. Donations must be made in increments of one hour. The time donated by an employee will be converted to the receiving employee's rate of pay to determine the number of hours that will be received. The dollar amount will be determined at the time the donation is used as compensation by the receiving employee.

If the recipient separates from City employment before using all of the donated vacation time, the remaining donated time may not be converted to cash severance pay.

All donations will be kept confidential.

Employees who have exhausted their paid leave and are facing the need for an extended leave will be required to fill out a "Vacation Donation Request" form which will be reviewed and approved by the City Manager. This request will then be sent to the payroll clerk who will inform the employees of the request for donation. A donation form must be filled out and returned to the payroll clerk.

Funeral Leave

Employees are permitted to use sick time as funeral leave upon death of an immediate family member. The actual amount of time off must be approved by the supervisor. Immediate family, for the purposes of this section, shall be defined as spouse, parent, step-parent, children, step-children, brother, sister, grandparents, grandchildren or a like member of employee's spouse's family.

Military Leave

State and Federal laws provide protections and benefits to City employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year.

The leave of absence is only in the event the employee returns to employment with the City as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five years.

Where possible, notice is to be provided to the City at least ten (10) working days in advance of the requested leave. If an employee has not yet used his/her fifteen (15) days of paid leave when called to active duty, any unused paid time will be allowed for the active duty time, prior to the unpaid leave of absence.

Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen (15) days will follow the same procedures as for any employee on an unpaid leave of absence.

Jury Duty

Regular full-time employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation they receive for jury duty, minus mileage reimbursement, to the City in order to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

Employees are required to notify their supervisors as soon as possible after receiving notice to report for jury duty. Part-time, temporary and seasonal employees are not eligible for compensation for absences due to jury duty.

Court Appearances

Employees will be paid their regular wage to testify in court for City-related business. Any compensation received for court appearances arising out of or in connection with City employment, minus mileage reimbursement, must be turned over to the City.

Job Related Injury or Illness

All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor). If a supervisor is not available and the nature of the injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and as soon as possible, notify his/her supervisor of the action taken. In the case of a serious emergency, 911 should be called. All supervisors are required to fill out a first report of injury form upon notification from the employee of the incident/accident. First report of injury forms are to be turned over to the payroll clerk within 24 hours of the incident for processing.

Worker's compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

Parenting Leave

Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence in connection with the birth or adoption of a child. The leave may not exceed twelve weeks, and must begin within twelve months after the birth or adoption of the child. Female employees must be granted unpaid leave for prenatal care or pregnancy related health issues. Where possible, employees should request unpaid Parenting Leave at least thirty (30) days in advance of the requested leave.

Employees are not required to use sick leave during Parenting leave but may use sick leave at their option for any period of this leave.

The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave.

If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently until eligibility for either leave expires.

Administrative Leave

Under special circumstances, an employee may be placed on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the City Manager with the approval of the City Council.

School Conference Leave

Any employee who has worked twenty (20) hours or more for more than twelve (12) consecutive months, may take unpaid leave for up to a total of sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's child (including a foster child), provided the conference or classroom activities cannot be scheduled during non-work hours.

Bone Marrow Donation Leave

Employees working an average of twenty (20) hours or more per week may take paid leave, not to exceed 40 hours unless agreed to by the City, to undergo medical procedures to donate bone marrow. The City may require a physician's verification of the purpose and length of the leave requested to donate bone marrow.

Organ Donation Leave

Employees who work an average of twenty (20) hours or more per week may take paid leave, not to exceed 40 hours unless agreed by the City, to undergo a medical procedure to donate an organ or partial organ to another person.

Elections/Voting

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off for purposes of serving as an election judge, provided that the employee gives the City at least twenty (20) days written notice. An employee serving as an election judge will be paid his/her salary/wages, reduced by the amount paid to the election judge by the appointing authority during the time that the employee was absent from the place of employment. The written request to be absent from work must be accompanied by a certification from the appointing authority stating the hourly compensation to be paid to the employee for service as an election judge and the hours during which the employee will serve.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote during the morning of election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

Victim or Witness Leave

An employee who is subpoenaed or requested by the prosecution to attend court for the purpose of giving testimony is entitled to reasonable time off from work to attend criminal proceedings related to the victim's case.

Regular Leave without Pay

The City Manager may authorize leave without pay for up to thirty (30) days. Leave without pay for greater periods may be granted by the City Council to a maximum of one (1) year.

Normally employee benefits will not be earned by an employee while on leave without pay. However, the City's contribution toward health, dental and life insurance may be continued, if approved by the City Council, for leaves of up to ninety (90) days when the leave is for medical reasons and FMLA has been exhausted.

If an employee is on a regular leave without pay and is not working any hours, the employee will not accrue (or be paid for) holidays, sick leave, or vacation leave (annual leave). Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue sick leave and vacation leave (annual leave) based on actual hours worked.

Leave without pay hours will not count toward seniority and all accrued vacation leave and compensatory time must be used before an unpaid leave of absence will be approved. To qualify for leave without pay, an employee need not have used all sick leave earned unless the leave is for medical reasons. Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the City.

Employees returning from a leave without pay for a reason other than a qualified Parenting Leave or FMLA, will be guaranteed return to the original position only for absences of thirty (30) calendar days or less.

Employees receiving leave without pay in excess of thirty (30) calendar days, for reasons other than qualified Parenting Leave or FMLA, are not guaranteed return to their original position. If their original position or a position of similar or lesser status is available, it may be offered at the discretion of the City Manager subject to approval of the City Council. (the Family and Medical Leave Act provides employees with up to 12 workweeks of unpaid, job-protected leave a year, and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave).

Family and Medical Leave

In accordance with the Family and Medical Leave Act (FMLA) unpaid job protected leave will be granted to all eligible employees for up to twelve (12) weeks per twelve (12) month period for any of the following reasons:

Birth or placement of a child with the employee for adoption or foster care;

To care for a spouse, child or parent who has a serious health condition; or

A serious health condition that makes the employee unable to perform the essential functions of the position; or

The occurrence of a qualified exigency arising out of the fact that an employee's spouse, son, daughter, or parent is on or has been notified of impending call to active duty in the Armed Forces in support of a contingency operation; or

Care for the employee's spouse, son, daughter, parent, or next of kin who is a covered service member (for a total of 26 work weeks during a 12-month period).

Eligibility

An eligible employee is one who has worked for the City for a cumulative period of twelve (12) months and at least 1,250 hours during the twelve (12) month period prior to requesting the leave.

Length of Leave

The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The entitlement to FMLA leave for the birth or placement of a child expires twelve (12) months after the birth of placement of that child.

Leave Year

The 12 month period is calculated by measuring twelve months backward from the start date of the employee's last FMLA leave.

Notice

The employee is to give written notice to his/her supervisor at least thirty (30) days prior to the date on which leave is to begin or if thirty (30) days notice cannot be given as much notice as practical. The employee may be required to provide medical certification to support a request for leave because of the serious health condition of a child, spouse, parent or the employee. Leave requested because of a serious health condition of either a family member or the employee may be taken intermittently or on a reduced schedule if medically necessary. All requests for intermittent leave will be evaluated on a case by case basis.

Job Protection

Employees returning from FMLA will be reinstated in their former position or a position equivalent in pay, benefits and other terms and conditions of employment. An employee's reinstatement rights are the same as they would have been had the employee not been on leave. Thus, if an employee's position would have been eliminated or an employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

Effect on Benefits

An employee granted leave under this policy will continue to be covered under the City's group health and dental insurance plan under the same conditions and at the same level of City contribution as would have been provided had they been continuously employed during the leave period. If there are changes in the City's contribution level while the employee is on leave, those changes will take place as if the employee were still on the job. Arrangements for payment of the employee's portion of premiums must be made by the employee with the City. If an employee's contribution is more than thirty (30) days late, the City may terminate the employee's insurance coverage (subject to COBRA requirements).

Use of Accrued Paid Leave or Compensatory Time During FMLA

During the FMLA, employees must use all but a combined total of forty (40) hours of accrued sick leave, vacation leave and compensatory time prior to taking an unpaid leave unless their medical condition/injury is covered by worker's compensation or the absence qualifies under the state Parental Leave Law.

FMLA leave counts as continued service for purposes of retirement and/or pension plans.

Failure to Return from FMLA Leave

Employees who cannot return from an approved FMLA leave at the end of the approved leave period may request an extension (up to the maximum of twelve (12) weeks allowed under FMLA). If the twelve (12) FMLA weeks have already been used, the employee can request to go on a regular unpaid leave of absence. If the leave is approved and unpaid, the employee will be required to pay the full cost of all group insurance, as provided under COBRA, in order to continue coverage. If the unpaid leave of absence is not approved or the employee fails to request additional leave, the employee will be considered to have voluntarily resigned.

Conduct

Conduct as a City Employee

In accepting City employment, employees become representatives of the City and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents of Wayzata. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a City employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors. This section shall apply to elected officials.

The following are job requirements for every position at the City of Wayzata. All employees are expected to:

Perform assigned duties to the best of their ability at all times.

Render prompt and courteous service to the public at all times.

Read, understand and comply with the rules and regulations as set forth in these Personnel Policies as well as those of their departments.

Comply with State & Federal laws and Local ordinances.

Conduct themselves with decorum toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.

Report any and all unsafe conditions to the immediate supervisor.

Conduct between Employees

Employees shall cooperate with and be courteous to co-workers at all levels. While everyone is entitled to their feelings, they are not entitled to act on their feelings inappropriately in the workplace. Employees shall control their tempers and refrain from behaviors that are hostile, offensive, intimidating, degrading, or exploitive. Inappropriate displays include, but are not limited to: slamming doors, pounding tables, kicking furniture, pushing or slapping, making threats, berating or belittling others, speaking in raised voices, using coarse, violent or profane language or gestures, refusing to speak or respond when spoken to, and refusing to provide assistance when requested.

Employees shall treat each other with respect. They shall refrain from making remarks about or using nicknames for other employees that are disparaging or based on a personal characteristic; producing cartoons, or other graphics displaying other employees in an unfavorable light; communicating threatening or disparaging remarks via any medium (voice, e-mail, notes, etc.); engaging in unwanted horseplay or practical jokes; failing to relay written verbal or telephone messages; unwanted, unwarranted touching (punching in the arm, pinching, arm twisting, etc.). Employees should report any and all intimidating, offensive, or harassing behaviors to their immediate supervisor.

Offensive Behavior Policy

The City of Wayzata is committed to creating and maintaining a work place free of harassment and discrimination. In keeping with the commitment, the City maintains a strict policy prohibiting unlawful harassment, including sexual harassment. The policy prohibits harassment in any form, including verbal and physical harassment. A violation of this policy may be grounds for immediate discipline, up to and including termination.

Definitions

To provide employees with a better understanding of what constitutes sexual harassment, the definition, based on Minnesota Statute 363.01, subdivision 41, is provided: sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or

Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of inappropriate conduct include but are not limited to: unwanted physical contact; unwelcome sexual jokes or comments; sexually explicit posters or pinups; repeated and unwelcome requests for dates or sexual favors; sexual gestures or any indication, expressed or implied, that job security or any other condition of employment depends on submission to or rejection of unwelcome sexual requests or behavior. Sexual harassment can occur intentionally or unintentionally. If you have a question about whether conduct is permissible under this policy, you should discuss it with a supervisor or manager.

Expectations

All employees are expected to treat each other and the general public with respect and to assist in fostering an environment that is free from unwanted harassment. Violations of this policy may result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.

Employees who feel that they have been victims of harassment, or employees who are aware of such harassment, should immediately report their concerns to any of the following:

Immediate Supervisor

Department Head

City Manager

Investigations

The City will make every effort to investigate all complaints of harassment and will attempt to put an end to any conduct the City concludes is harassing or otherwise violates this policy. The City's investigation will include interviews with the complainant, the employee(s) accused of engaging in harassing or offensive conduct, and other potential witnesses. The City will treat complaints of harassment and the results of any investigation as confidential to the extent possible within the context of the investigation. Complete confidentiality cannot be guaranteed, as revelation of some reported information might be necessary for a complete investigation.

Retaliation

The City of Wayzata will not tolerate retaliation or intimidation directed towards anyone who makes a complaint. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

Abusive Customer Behavior

While the City has a strong commitment to customer service, the City does not expect that employees accept verbal abuse from any customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact. If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 911 should be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

Off-duty Conduct

The City's effectiveness depends upon the respect and confidence of residents, business owners and employees. Inappropriate off-duty conduct is conduct which detracts from community or employee respect and confidence. It is the City's policy to investigate circumstances suggesting that a City employee has engaged in inappropriate off-duty conduct that reflects unfavorably on the City. If inappropriate off-duty conduct is determined to have occurred, discipline may be imposed, up to and including termination.

Examples of inappropriate off-duty conduct include, but are not limited to the following:

- Theft
- Violence
- Use of City position to manipulate or control
- Conviction of a gross misdemeanor or felony

This policy applies to all City employees (full-time, part-time, paid-on-call, temporary, casual, etc.); to acts that occur within or outside of City limits; and to acts that occur during or outside work hour.

Outside Employment

The potential for conflicts of interest is lessened when individuals employed by the City of Wayzata regard the City as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with the City Manager. Any City employee accepting employment in an outside position that is determined by the City Manager to be in conflict with the employee's City job will be required to resign from the outside employment or may be subject to discipline up to and including termination.

For the purpose of this policy, outside employment refers to any non-City employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission that is compatible with City employment. The following is to be considered when determining if outside employment is acceptable.

Outside employment must not interfere with a full-time employee's availability during the City's regular hours of operation or with a part-time employee's regular work schedule.

The employee must not use City equipment, resources or staff in the course of the outside employment.

The employee must not violate any City personnel policies as a result of outside employment.

The employee must not receive compensation from another individual or employer for services performed during hours for which he/she is also being compensated by the City. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.

No employee will work for another employer, or for his/her own business, while using paid sick leave from the City for those same hours.

All licensed police personnel must first receive permission from the Chief of Police before accepting any outside employment.

Appearance/Office Attire

The dress and appearance of City employees has a direct reflection on the professionalism of our services. A neat, well-groomed employee will present a positive image of the City and demonstrate the pride of our City employees. Our appearance and attire have a definite impact on the way we are perceived by others and the confidence that customers have in our ability to provide quality services. The standard office dress for City of Wayzata employees Monday through Thursday will be business casual. Friday is considered "casual" day when denim jeans in good repair may be worn.

Appropriate Business Casual Attire: Suits, pant suits, sport coats, dress slacks, pants, khakis, dress shirt with or without a ties, dresses, skirts and jumpers (no more than 3 inches above the knee), blouses, shirts, sweaters or pullovers, any type of business shoe.

Inappropriate attire is considered: Halter tops, tube tops, muscle shirts, sweatpants, ripped and torn clothing, transparent garments, garments revealing the midriff or overly revealing, anything that would be considered offensive, any shirt/sweatshirt that contains slogans or advertising other than the City logo.

Employees who work outdoors should take into consideration the nature of their work for the day when determining appropriate dress. Clothing must always be neat, clean, and not overly worn, faded, or in disrepair. Shorts and jeans are acceptable when appropriate for field work.

Uniforms, which are provided to some city employees, are expected to be neat, fresh and clean when reporting for duty. Each department is responsible for seeing to it that employees follow regulations regarding uniforms, related accessories and equipment. Uniforms bearing city identification should not be worn during off-duty hours.

Department heads have the responsibility and the authority to enforce this policy. If counseling does not work, violations of this policy shall be considered just cause for disciplinary action or sending the employee home to change clothes. Time away from work shall not be paid as regular duty pay; the employee may use vacation time or unpaid leave.

Personal Cell Phones

The City of Wayzata requests that if you bring your personal cellular phone to work that you place the phone on silent or vibrate option so not to interrupt others. The City recognizes that personal calls may be necessary during work hours. These calls should be limited to occasional and infrequent. The employee should attempt to make personal calls or texting during non-working hours (breaks or lunch). In circumstances when you must receive or make personal phone calls on your cell phone during work hours, please remove yourself from the work area so as not to disturb others.

Possession and Use of Dangerous Weapons

Possession or use of a dangerous weapon is prohibited on City property, in City vehicles, or in any person vehicle, which is being used for City business. This includes employees with valid permits to carry firearms. No person shall shoot or discharge a firearm in any public place or on any private property within the City, whether loaded with powder, blank cartridges or any other explosive, bullet, pellet or shot.

Discipline

Discipline Procedures

Supervisors are responsible for maintaining compliance with City standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the City of Wayzata. City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable city policies. Discipline will be administered in a non-discriminatory manner. The supervisor and/or the City Manager will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken. This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

Process

The City may elect to use progressive discipline with any employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any City employee has a property right to the job he/she performs. Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

The following are descriptions of the types of disciplinary actions:

Oral Reprimand

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

Written Reprimand

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected or the behavior has not consistently improved in a reasonable period of time. Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with prior approval from the City Manager.

A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean that they agree with the reprimand. Written reprimands will be placed in the employee's personnel file.

Suspension With or Without Pay

The City Manager may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Manager, except in the case of veterans. Qualified veterans will not be suspended without pay in conjunction with a termination.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

Demotion and/or Transfer

An employee may be demoted or transferred if attempts at resolving an issue have failed and the City Manager determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred.

Salary

An employee's salary increase may be withheld or the salary may be decreased due to performance deficiencies.

Dismissal

The City Manager may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with City standards.

If the disciplinary action involves the removal of a qualified veteran, the appropriate hearing notice will be provided and all rights will be afforded the veteran in accordance with Minnesota law.

Travel, Training and Education

Out of State Travel

Purpose: The City of Wayzata recognizes that its elected officials may at times receive value from traveling out of state for workshops, conferences, events and other assignments. This policy sets forth the conditions under which out-of-state travel will be reimbursed by the City for elected officials.

General Guidelines:

The event workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of the travel. In evaluating the out-of-state travel request, the Council will consider the following:

Relevance to city or role of elected official;

Specific assignment to testify on behalf of the city at the United States Congress or to otherwise meet with federal officials on behalf of the city.

Available budget to pay the cost of the trip.

No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.

The city may make payments in advance for airfare, lodging and registration if specifically approved by the council. Otherwise all payments will be made as reimbursements to the elected official.

The City will reimburse for transportation, lodging, meals, registration, and incidental costs subject to limitations outlined prior to travel.

Airfare will be reimbursed at the coach rate.

Mileage will be reimbursed at the IRS rate. If two or more council members travel together by car, only the driver will receive reimbursement. The city will reimburse for the cost of renting an automobile if necessary to conduct city business.

Lodging and meal costs are limited to those which are reasonable.

Receipts are required for lodging, airfare, and meals and should accompany an expense report form. It is not necessary to have receipts for cabs and tips. The expense report shall be submitted to the Finance Department for payment.

The city will not reimburse for alcoholic beverages, personal telephone calls, costs associated with attendance of a family member, rental of luxury vehicles, meal expenses included in the cost of registration, or recreational expenses such as golf or tennis.

Employee Education & Training

The city promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The City will pay for the costs of an employee's participation in training and attendance at professional conferences, provided that attendance is approved in advance and the conference or seminar is job related. Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

Use of City Property

Access to and use of City Property

Any employee who has authorized possession of keys, tools, cell phones, pagers or other City owned equipment must register his/her name and identifying information about the equipment with his/her supervisor. All such equipment must be turned in and accounted for by any employee leaving employment with the City in order to resign in good standing. Employees are responsible for the safekeeping and care of all such equipment. The duplications of keys owned by the City is prohibited unless authorized by the City Manager. Any employee found having an unauthorized duplicate key will be subject to disciplinary action. The section shall apply to elected officials.

Information Technology Security Policy

The City of Wayzata's maintenance of information technology ("IT") systems is key to meeting the City's operational, financial and other needs. City IT systems and services are provided for the efficient exchange of information and to assist staff in completion of their duties. However, the availability of such technology increases the risks associated with the sharing of information and resources. The purpose of this policy is to protect and maintain the City's IT systems in a secure environment and to eliminate uses of the City's IT resources that might place the City, its residents and/or its IT system users at risk.

Use of the City's IT systems and services is governed by the following policies:

1. Coverage under the policy: Employees, as well as contractors, volunteers, vendors and others who have access to the City's IT systems and services (referred to below as "users") are required to abide by this policy. The City Manager and Department Supervisors shall ensure that contract documents a) require contractors and vendors to comply with City security policies, guidelines and procedures; and b) protect the City's ownership and copyrightable interests in all programs and software developed on behalf of the City.
2. Access to City IT systems and services; passwords and security: Only those individuals with an authorized user identification and password shall be allowed access to the City IT systems and services. Issuance of a user identification and password requires the approval of a department head or the City Manager. Each user is responsible for all activity that occurs in connection with the use of his or her assigned user identification, and for protecting information which they create, receive or to which they have access. It is therefore crucial that users not reveal their passwords to anyone other than the City's system administrator, nor should users allow anyone else to use any computer password or user identification, or attempt to log on or use another user's email or other accounts. Users whose relationship with the City terminates will have their IT system privileges revoked immediately.
3. Personal use of City IT systems: Access to the City's IT systems and services is provided to users for the benefit of the City and its residents, and use of City-owned or leased IT systems and services is generally intended only for official business purposes. Incidental or occasional personal use of IT systems and services may be permitted subject to the limitations of this policy, provided such personal use:

Does not interfere with that individual's or any other individual's duties or routine business activities;

Does not result in additional expenses to the City or result in the consumption of City resources;

Does not require modification to software or other system components;

Is not for political, religious, unlawful or illegal practices, personal financial profit, or other promotional activities;

Does not contain or imply threatening, obscene or abusive language, contain or imply harassing, demeaning or sexually explicit statements or materials, or otherwise violate the City's Harassment and Offensive Behavior Policy.

Any messages or information sent by a user to another individual, whether inside or outside the City's network, including emails, bulletin board postings, web logs, etc., are statements that reflect on the City. All communications sent by users via the City's email system or over the internet must comply with this and other City policies.

Communications are not private: Use of the City's IT systems and services involves the creation of documents and other materials which are and will remain the sole property of the City. These documents, including email messages sent and received by employees or others via the City IT systems are not private. In addition, even though an electronic message may be deleted from the email system, a record of it remains on the computer system, either on regular backups or in other ways. Email messages and internet files, like correspondence and other documents, may be read by other users or by those outside of the City under certain circumstances, including but not limited to the following:

During regular maintenance of computer systems;

When the City has a business need to access a user's computer;

When the City received a legal request, from law enforcement officials or in ongoing legal proceedings, to disclose electronic communications; or

When the City has reason to believe that any user is using the IT system or service in violation of this or other City policy, including the City's Harassment and Offensive Behavior Policy.

Data privacy: Users who work with private and/or confidential data, whether designated as such under the Minnesota Governmental Data Practices Act, other law, City policy or other form of designation, must maintain the confidential or private nature of such data by protecting it from inappropriate disclosure via the City's IT systems and otherwise. Private, confidential or other sensitive data should be reasonably protected during electronic transfer at all times.

User signatures on electronic communications: All messages communicated on the City's email system must contain the user's name and position with the City. Each user is responsible for the content of all text, audio or images that he or she places or sends using the City's IT systems. No email or other electronic communications may be sent which hide the identity of the sender or represent the sender as someone else or someone from another organization.

Harassment or other offensive conduct: All communications conducted through the City's computer system must be professional and businesslike. It is a violation of City policy to create, transmit, receive or send any electronic communications which are obscene, hostile, degrading or otherwise offensive in nature, including but not limited to any offensive references to any person based on that person's sex, sexual orientation, race, age, nationality, political affiliation, disability, religion or membership in any organization. The City's Harassment and Offensive Behavior policy against sexual and other forms of harassment applies fully to the City's IT systems and services.

Software installation and viruses: To prevent computer viruses from being transmitted to or through the City's IT systems, unauthorized downloading of any software is strictly prohibited, including any such materials received as email attachments or from any online service. Only authorized City personnel are permitted to install hardware and software or to make changes to the configuration of operating systems on the City owned or leased equipment. Installation and/or use of personally owned software and hardware components on City owned or leased equipment is prohibited without department head or City Manager approval.

No unofficial data files: Users are prohibited from maintaining unofficial data files or computer programs (i.e., files or programs not related to City business) on City owned or leased IT systems.

Copyright issues: Employees and contractors may not reproduce, distribute or otherwise transmit any copyrighted materials belonging to any third party, and may only transmit such materials belonging to the City with proper authorization and for proper business purposes. Any reproduction, distribution or other transmission of third-party copyrighted material must be authorized by your supervisor or the City Manager and can be done only after receiving the appropriate license or other consent from an authorized representative of the copyright owner.

City data on personally owned systems: Subject to applicable legal privileges and confidentiality requirements, all City data entered on personally owned computers remains the property of the City and is subject to disclosure upon the demand of authorized City officers at any time.

Maintenance: Employees and contractors are encouraged to conduct frequent purges of electronic messages or computer files that no longer pertain to current action items. Whenever practicable, email messages should be deleted after opening and reading, and items located in deleted items files and/or electronic trash bins should also be deleted on a regular basis. Under the provisions of the Minnesota Data Practices Act, all data stored on computer media owned, leased or rented by the City is considered to be owned by the City and for the most part is non-private/public, including information stored on local hard drives. Data is subject to the Minnesota Data Practices Act and its use and dissemination is consistent with the data classification under the Minnesota Data Practices Act. This data is also subject to review and investigation at the discretion of the City Manager.

Unlawful or malicious conduct: City resources shall not be used for any unlawful purpose or practice. Malicious conduct of any kind using the City's IT systems is also strictly prohibited. Such conduct includes, but is not limited to, the creation or transfer of any virus or other malicious code, as well as acts of vandalism or other malicious attempts to destroy or damage data and/or to disrupt or degrade the City's computer system in any manner.

Policy enforcement: All activity on City IT systems and services is subject to monitoring by authorized individuals to ensure system integrity and compliance with this policy and other City policies and standards. Such monitoring may include access to systems without notice to the User. Any employee who violates this policy or uses email or any other electronic system for inappropriate purposes will be subject to revocation of IT system privileges, as well as other appropriate discipline.

up to and including discharge. Contractors, vendors and other Users failing to comply with this policy shall have their contracts with the City terminated. Misuse of City property, including programs and data files, may also be subject to criminal sanctions.

Reporting of violations; no reprisal: Employees and contractors are encouraged to report sensitive security issues and violations directly to their supervisor or the City Manager. Employees and contractors who so report will not be subject to reprisal by the City or its authorized representatives.

Cellular Telephone Use

Cellular telephones are assigned to employees who must remain accessible due to the nature of their job duties and/or those who must be available for emergency response or consultation. Employees are expected to keep their cellular telephone turned on during times agreed upon. When appropriate, all employees with cell phones shall place the phone on the silent or vibrate option so as not to interrupt others.

Using a cellular telephone while driving a vehicle is strongly discouraged. If an employee must use their cellular phone while in their vehicle, the following safety guidelines should be observed.

Always dial while the vehicle isn't moving

Use a hands-free device

Never use the phone in heavy traffic or bad weather

Use speed dialing as much as possible

Never look up phone numbers while driving

Never have stressful conversations while driving

Usage of City-owned cellular telephones for personal use (within calling area and long distance) is not allowed. The City does understand that employees occasionally need to use their phone for personal use. Employees may be required to reimburse the City for all costs incurred that are found to be personal in nature. The City reserves the right to monitor the use of all City-owned cellular telephones.

Drug Free Workplace Policy

The City of Wayzata is committed to providing a safe, health, and productive work environment. In the interest of promoting a safer, healthier, and more productive environment, the City has adopted the following policy on drugs in the workplace:

Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the city's intent and obligation to provide a drug-free, safe and secure work environment.

The unlawful manufacture, distribution, possession, or use of a controlled substance on City property or while conducting City business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

Drug and Alcohol Testing Policy

Purpose

To set forth a policy on drug and alcohol testing of employees and job applicants as required by Minnesota Statute 181.950 through 181.957.

Definition

For purposes of the Policy, the following definitions will apply.

"Confirmatory Test" and "Confirmatory Retest" – A drug or alcohol test that uses a method of analysis allowed under one of the programs listed in section 181.953, subd.1.

"Drug" - A controlled substance as defined in Minnesota Statute 152.01, subd.4.

"Drug and Alcohol Testing", "Drug or Alcohol Testing", and "Drug or Alcohol Test" – Analysis of a body component sample according to the standards established under one of the programs listed in section 181.953, subd.1 for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

"Employee" – A person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for the City.

"Initial Screening Test" – A drug or alcohol test which uses a method of analysis under one of the programs listed in section 181.953, subd.1.

"Job Applicant" – A person, independent contractor, or person working for an independent contractor who applies to become an employee of the City, and includes a person who has received a job offer made contingent on the person passing drug or alcohol testing.

"Positive Test Result" – A finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in section 181.953, subd.1. An alcohol test will be considered positive if the testee has an alcohol concentration level of at least .04 or a lesser level if it is accompanied by an odor of an alcoholic beverage or signs of physical impairment in violation of the City's Personnel Policy. A residue amount of alcohol will be considered a positive test result only if accompanied by a violation of the City's personnel policies.

"Reasonable Suspicion" – A basis for forming a belief based on specific facts and rational inferences drawn from those facts.

"Safety sensitive position" – A job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

Circumstances under with Testing may occur:

No test will be sought for the purpose of harassing an employee. All tests are conducted by a licensed, accredited, or certified laboratory in accordance with state law. Testing will be requested or required only under the circumstances described in this policy.

Job Applicants

After receiving a conditional job offer, Job Applicants may be requested to undergo drug and alcohol testing.

Reasonable Suspicion

The City may request or require an employee to undergo drug and alcohol testing if the City has a reasonable suspicion that the employee:

Is under the influence of drugs or alcohol.

Has violated the City's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the City's premises or operating the City's vehicle, machinery, or equipment, provided the work rules are in writing and contained in the City's written drug and alcohol testing policy.

Has sustained or caused another person to sustain a work related personal injury.

Has caused a work related accident or was operating or helping to operate machinery, equipment, or vehicle involved in a work related accident.

Random Testing and Testing without Prior Notice:

Random testing without prior notice may be given those employees who are in "safety sensitive" positions including any supervisory or management positions in which an impairment caused by drug or alcohol use would threaten the health or safety of any person. Testing without prior notice may be given employees who have been referred by the City for chemical dependency treatment or evaluation or who are participating in a chemical dependency treatment program under an employee benefit plan or have participated in such a chemical dependency treatment program in the prior two years.

Refusal to Submit to Testing:

If an employee refuses to submit to drug and alcohol testing carried out in conjunction with this Policy the employee may be subject to discipline including, but not limited to, discharge. If a job applicant refuses to submit to drug and alcohol testing carried out in conjunction with this Policy, the job applicant may not be hired.

Tampering with the Urine or Blood Sample:

If an employee tampers with his or her own urine or blood sample, the employee may be subject to discipline including, but not limited to, discharge.

First Failure to Pass Drug and Alcohol Testing:

An employee who for the first time has a positive test result on a confirmatory test will not be subject to discipline, including but not limited to discharge, unless:

The City has given the employee an opportunity to participate in a drug or alcohol counseling or rehabilitation program, and

The employee has refused to participate or has failed to successfully complete the program within a reasonable time.

If a job applicant has received a job offer made contingent on the applicant passing drug and alcohol testing, the City may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test.

Failure to Pass Drug and Alcohol Testing Generally:

An employee who receives a positive test result on a confirmatory test, fails or refuses a confirmatory test and does not request in writing a confirmatory retest within five working days after notice of positive confirmatory test results, may be subject to discipline including, but not limited to, discharge subject to provision in this Policy. Such an employee may request a hearing under a negotiated agreement if permitted or under the City's code or Ordinance. A job applicant who receives a positive test result, fails or refuses a confirmatory retest, or does not request in writing a confirmatory retest within five days after notice of a positive test result of a confirmatory test, may be refused employment and will be notified of the reasons for such refusal.

Rights of Employee or Job Applicant and Other Appeal Rights:

An employee or job applicant who receives a positive test result on a confirmatory test has the right to receive a copy of the test and, within three working days of notice of the original positive confirmatory test result, and to request a confirmatory retest of the original sample at the employee's or job applicant's own expense.

Inspections:

Whenever the City has reasonable suspicion to believe that an employee may be in possession of alcohol, drugs, or drug paraphernalia on City property, the City may search such property and may request that the employee empty the contents of his or her personal effects or allow inspection of the employee's personal vehicle on City property.

Confidentiality:

Test result reports and other information acquired in the drug or alcohol testing process are private data on individuals, as defined in the Minnesota Data Practices Act, and may not be disclosed to another employer, third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

Acknowledgement:

Prior to requiring a drug or alcohol test, the employee or job applicant shall be given a form on which the employee or job applicant will acknowledge that he or she has seen this Drug and Alcohol Testing Policy. The form will also ask the employee or job applicant to indicate any medication that the individual is currently taking or has recently taken and other information relevant to the reliability of or explanation for a positive test result.

Procedures:

The City of Wayzata shall use the services of a testing laboratory that meets one of the following criteria for drug testing:

Is certified by the National Institute on Drug Abuse as meeting the mandatory guidelines published at 54 Federal Register 11970 to 11989, April 11, 1988.

Is accredited by the College of American Pathologists, under the forensic urine drug testing laboratory program.

For alcohol testing: The laboratory must be accredited by the College of American Pathologists, in the laboratory accreditation program.

The City of Wayzata declares that all police positions, (including but not limited to, union, non-union, supervisory and management positions) are hereby designated as “safety sensitive” positions.

The City of Wayzata declares that all public works positions, (including but not limited to, union, non-union, supervisory and management positions), are hereby designated as “safety sensitive” positions.

The City of Wayzata declares that all fire positions, (including, but not limited to, union, non-union, supervisory and management positions) are hereby designated as “safety sensitive” positions.

This Policy shall be distributed to all City Employees.

Administrative Responsibility:

Each Department Head and Supervisor shall be responsible for informing their employees of this Policy.

The City Manager shall be responsible for implementing the Policy.

City of Wayzata

Drug and Alcohol Screening Consent Form

I, _____, certify that I have been given a copy of the City's Drug and Alcohol Testing Policy and have had the opportunity to read the policy. I have read and understand the City's Drug and Alcohol Testing Policy.

I authorize the collection of my blood and/or urine in the physical presence and view of a City designated person for drug or alcohol testing. In addition, I authorize the City to receive the results of the test from the designated laboratory analyzing the sample(s).

I consent to the release by the laboratory designated by the City of the results of the drug and alcohol test or tests to the City. I further understand that the results of this testing may affect my employment status with the City.

Signature: _____ Date: _____

Witness: _____ Date: _____

City of Wayzata

Drug and Alcohol Screening Refusal

I refuse to submit to a drug or alcohol test.

I have seen a copy of the Drug and Alcohol Policies of the City and understand that a refusal to submit to testing may subject me to discipline including, but not limited to, discharge or withdrawal of a conditional offer of employment.

Signature: _____ Date: _____

Witness: _____ Date: _____

Acknowledgment of receipt of Wayzata's personnel policy

I acknowledge receiving a copy of the City of Wayzata's personnel policy, which also contains the Drug and Alcohol Testing Policy. It is my responsibility to read and be aware of the policies that are in place. Failure to abide by these policies may result in termination of employment.

_____	_____	_____
Print Name	Signature	Date

If I am an employee of the Wayzata Liquor Operations (Wine & Spirits and Bar & Grill); I also acknowledge receipt of a copy of the Policy and Procedures for Employee Purchases.

_____	_____	_____
Print Name	Signature	Date



MEMORANDUM

TO: Mayor Willcox and Councilmembers

FROM: Mary deLaitre, Lake Effect Project Consultant

DATE: 1 October 2015

RE: Lake Effect: Consider Contract with Civitas for Signature Project Design

In June 2015 a request for proposal for design of the Lake Effect: Signature Project, a key recommendation in the 2015 Lake Effect Implementation Strategy which builds on the Lake Effect Framework, was distributed nationally. Thirteen interdisciplinary design teams from around the country responded. The City Council appointed Designer Selection Committee, comprising local elected officials, government staff, and civic and design leaders, representing exceptional community and planning expertise, convened on 28 July and evaluated submittals based on approach, team composition, experience, process, and proposed fee.

After an in-depth discussion of each team, the Designer Selection Committee chose three landscape designer-led teams with strong urban design expertise that could deliver both an excellent process and project: Civitas, Coen+Partners, and Perkins + Will with Workshop Ken Smith.

The Designer Selection Committee re-convened the 18 August to interview the three teams. Each team was given 30 minutes to present their qualifications in greater detail, thoughts they had about the site and process, and respond to pre-assigned questions. The Designer Selection Committee then had 45 minutes to ask follow-up questions. Following the interviews, the Committee again evaluated each team and selected Civitas.

Civitas was referred to as a 'thinking team' with considerable depth and breadth of relevant experience. They elaborated on their understanding of and possibilities for the site and process in a 'masterful presentation' that highlighted their innovative design problem solving skills, funding and revenue generation expertise, forward thinking approach to ecology and a community engagement process that builds on the Lake Effect Framework but does not replicate it.

On September 15th, staff reviewed with Council the Designer Selection Committee recommendation to award Civitas the Lake Effect: Signature Project Design and requested that Council direct staff to proceed to negotiate a contract. Staff has worked over the past three weeks to negotiate the attached contract with Civitas. Staff focused on fine-tuning the community engagement aspects of the contract, ensuring that deliverables were well defined and to align the fee structure with the scope of community engagement and deliverables. Staff is requesting approval of the attached contract, subject to final city attorney approval.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective this _____ day of _October, 2015 ("Effective Date") by and between the City of Wayzata, MN ("City") and Civitas, Inc. a Colorado Corporation_ ("Consultant") for the project described herein, and contains the terms and conditions applicable to Consultant's services and associated deliverables for the project.

BACKGROUND

The City of Wayzata is engaged in a major initiative, called the "Lake Effect", to redevelop the City's lakefront. City Council has approved a Framework, Community Values and Community Priorities for the Lake Effect, and has sought a qualified firm to develop a Lake Effect Signature Project, pursuant to the Community Values and Community Priorities of the Wayzata Lake Effect Framework. Through a rigorous selection process involving community leaders, design professionals and academics, the City has selected Consultant for the Signature Project, and the City and Consultant wish to confirm the engagement of Consultant for the project on the terms herein.

AGREEMENT

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

SERVICES AND DELIVERABLES

Consultant will provide the services and deliverables for the Project that are described in the Statement of Work attached hereto as Attachment A (the "Services").

COMPENSATION

Consultant will bill the City on an hourly basis for the Services but in no event shall the total amount of fees billed through the satisfactory completion of the Project exceed the "Total Not To Exceed Compensation" amount indicated below, unless Consultant submits and the City agrees in writing to a material change in the scope of Services ("Project Scope"). Changes in Project Scope shall specify if there is either an increase or decrease of the amounts indicated herein for Consultant's compensation. Consultant shall not proceed with any changes in Project Scope without the prior written authorization of the City to do so.

Total Not To Exceed Compensation: \$300,000.00 (inclusive of all expenses)

EXPENSES

City shall pay Consultant for the reasonable Project-related expenses that are specified on Attachment A, including travel, to be billed by Consultant at actual cost to Consultant without mark-up.

BILLING

Consultant will invoice the City monthly for the Services, and include with such invoices detailed descriptions of the Services provided. City shall pay Consultant for all undisputed invoices within 30 days of receipt of such invoices.

CHANGE OF SCOPE OF SERVICES

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

OTHER TERMS

Entire Agreement; Amendments. This Agreement, including Attachment A, represent the entire integrated agreement between Consultant and the City and supersede all prior negotiations, representations, or agreements, either written or oral. No amendment or modification of the terms of this Agreement, except as may be expressly authorized herein, may be made and will not be effective unless agreed upon in writing by the City and Consultant. To the extent there is any conflict between the body of this Agreement and Attachment A, the body of this Agreement shall control.

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

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

Interest of Members of City Staff. No member of the governing body, officer, employee, or agent of the City who exercises any functions or responsibilities in the carrying out of the Project to which this Agreement pertains shall have any interest, financial or otherwise direct or indirect, in this Agreement.

The City may terminate this Agreement if the City has reasons to believe that gratuities in any form were offered or given by Consultant or any representative of Consultant to any officer or employee of the City for receiving favorable treatment with respect to the award of, or the making with respect to the performance of, this Agreement.

Indemnification. Consultant shall indemnify City, its employees, officials, and agents, against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person, or damage to property, arising out of the negligent acts, errors and omissions or any breach of this Agreement by Consultant.

Insurance. Consultant shall provide the City with acceptable evidence of the insurance coverage in amounts not less than that referenced in Minnesota Statutes Section 466.04 issued by reputable insurers authorized to conduct insurance in the State of Minnesota. Such insurance shall be in force on the date of execution of this Agreement and shall remain continuously in force until the termination of this Agreement. The Consultant shall provide evidence of workers' compensation insurance covering its employees in accordance with statutory requirements, and evidence of professional and general liability insurance naming the City its officers and employees as additional insured's under the policy.

Equal Opportunity Statement. Consultant shall comply with the provisions of all applicable federal, state, and local statutes, ordinances, and regulations pertaining to human rights and non-discrimination including, without limitation, Minnesota Statutes Section 181.53 and Chapter 363A and the Wayzata Code of Ordinances, Chapter 139, incorporated herein by reference.

Default. If Consultant violates any term, condition or covenant of this Agreement then Consultant shall be in default. If such default is not cured by Consultant within thirty (30) days after mailing of written notice of the conditions of default, the City may cancel and terminate this Agreement. City's failure to give immediate notice of default or agreement to allow more than the respective cure period to cure a default, shall in no way constitute a waiver of any remedy available to City upon default by Consultant.

Automatic Termination. Notwithstanding any other provision contained herein, this Agreement shall automatically terminate upon the occurrence of any of the events described below: (a) A petition by or against Consultant under the bankruptcy laws of the United States, which petition is not dismissed within ninety (90) days from the date of such filing; (b) The assignment by Consultant of its assets for the benefit of creditors under any state insolvency laws; (c) Conduct by Consultant of its business under any trustee or other person appointed pursuant to judicial proceedings; (d) The taking by a court of jurisdiction of Consultant and its assets pursuant to proceedings brought under the provisions or any federal reorganization act; (e) The appointment of a receiver of Consultant's assets; or (f) A lapse in the insurance coverage Consultant is required to maintain pursuant to this Agreement which continues for ten (10) days after written notice by City to Consultant specifying such lapse in such insurance coverage.

Rights in Deliverables. All deliverables associated with the Services, and all data, information, ideas, designs, plans and creative works associated therewith, shall be the exclusive property of the City, including all intellectual property rights therein (subject to Consultant's educational and marketing rights specified below). City and Consultant agree that such are works made for hire for the City, and to the extent they do not qualify as such, Consultant hereby assigns all rights therein to the City. Consultant,

including any approved sub-consultant under this Agreement, may reproduce and disseminate any of Consultant's non-confidential work product for Consultant's educational and marketing purposes.

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

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

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

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

To Consultant:
Civitas, Inc.
1200 Bannock Street
Denver, CO 80204-3631
Attention: Mark W. Johnson, President

Independent Contractor. The City and Consultant agree that the relationship created by this Agreement is that of independent contractor, and not of employer and employee, a joint venture or a partnership. The Consultant retains the sole and exclusive right to control the manner, time, place and means by which the services are performed under this Agreement. The Consultant shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the Project and Services. The Consultant shall be responsible for the compensation and benefits of Consultant's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to Consultant under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Consultant including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax.

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

Governing Law; Jurisdiction. This Agreement shall be construed in accordance with governed by the laws of the State of Minnesota. The parties agree to submit to the jurisdiction of the courts of the State of Minnesota, and that any litigation regarding this Agreement will be brought in the state or federal courts that lie in Hennepin County, Minnesota.

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

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

CITY:

City of Wayzata, a Minnesota
Municipal corporation

CONSULTANT

[name]

By: _____
Kenneth Willcox, Mayor

By: _____
[name , title]

By: _____
Heidi Nelson, City Manager

Attachment A
Statement of Work

ATTACHMENT A

To Professional Services Agreement between the City of Wayzata and Civitas, Inc.

CVT# 2-15-0032 Billing Group 001

PROJECT INFORMATION

Owner:

City of Wayzata
Office of the City Manager
600 East Rice Street
Wayzata, MN 55391

Landscape Architectural Consultant:

Civitas, Inc.
1200 Bannock Street
Denver, CO 80204
(303) 571-0053 phone
(303) 825-0438 fax
Scott Jordan Principal-in-Charge
Mark Johnson, Owner/Design Principal

Subconsultants:

Architecture
Snow Kreilich Architects
219 N 2nd Street #120
Minneapolis, MN 55401
(612) 752-0265
Matt Kreilich

Economic Consultant
HR&A
99 Hudson Street, 3rd Floor
New York, NY 10013
(212) 977-5597
Candace Damon

Civil Engineer
Solution Blue Inc.
318 Cedar St.
St. Paul, MN 55101
(651) 294-0038
John Hink

Ecologist
Applied Ecological Services
21938 Mushtown Rd
Prior Lake, MN 55372
(952) 447-1919
Kim Chapman

GENERAL SCOPE OF SERVICES

Civitas (with its Sub-Consultants) will prepare the Lake Effect Signature Project (the “Project”), pursuant to the Community Values and Community Priorities of the Wayzata Lake Effect Framework as approved by City Council. Deliverables include:

- Development of critical connections from neighborhoods and adjacent uses, including pedestrian, bicycle, boat and vehicular as well as addressing connections related to the railroad line.
- A schematic design of all physical features
- Estimates of capital costs and long-term maintenance and operations
- A construction phasing plan
- Supporting materials focused on visual presentation materials to be used to effectively communicate ideas to cultivate support and financing.
- Deliverable formats:
For public presentations: Powerpoint, Keynote, Adobe
Printable documents: PDF
Images: JPG minimum 330 dpi

Civitas will direct the sub-consultant team, manage communications and schedules to achieve the Scope in approximately 6-7 months from Notice to Proceed from Client. Civitas will collaborate with City departments, City consultants, and citizens in meetings, public presentations and other communications to achieve the Scope. Civitas will meet with city and/or citizen representatives formed as a Steering Committee for the Project by the City.

WORK PLAN

DISCOVERY | UNDERSTANDING – 6 Weeks

Perform on-site investigation and kick-off meetings with design team, client, city staff, Steering Committee or others. Review previous studies, their proposed solutions and existing information and base map provided by the City, including the on-going Downtown Parking Project, to review and coordinate plans for downtown parking improvements. Prepare analysis and mapping as needed to establish an understanding of available existing information and the implications for design.

Community Meeting #1

The initial public meeting is conceived as a public open house/meet and greet reception. Civitas will prepare graphic materials regarding the Project Scope, Work Plan and Schedule; precedent projects, Issues and Analysis and the Lake Effect Framework. The meeting will be an open reception to allow citizens to meet with the design team informally to discuss their thoughts and desires for the Project.

Deliverables

- Base Map Compilation
- Analysis Diagrams
- Meeting Notes
- Community Meeting Exhibits

Meetings/Trips

- **Trip 1 - Kick-off Meeting (1-2 days)**
 - *Client Meeting*
 - *Individual Meetings*
 - *Site Visit*
 - *Design team kick-off work session*
- **Trip 2 - Community Meeting (2 days)**
 - *Client Meeting*
 - *Advisory Committee Meeting*
 - *Stakeholder Interviews*
 - *Community Meeting #1*
 - *Design team meeting*

VISIONING / TESTING – 8 Weeks

The design team will synthesize the information gained and will draft design principles, Project issues and activities in a program for the design. This program will represent the site-specific application of the Community Vision and Community Priorities as refined for the Project.

Once the design program has been vetted with the City the design team will develop design options and alternatives for the Project. These will focus on creating a unified Lakefront comprised of a series of smaller interconnected spaces with safe and accessible connections; a balance between ecologically sensitive, activated and flexible open spaces. The options and alternatives will build on the guidelines and requirements from previous studies, capitalize on the strengths of the existing Lakefront, challenge conventional thinking, and examine the potential of re-locating existing facilities internal and external to the site to transform valuable open space into community amenities. Design alternatives will be depicted in a variety of plan, birds' eye and eye level perspectives.

The design team will concurrently prepare a market assessment based on the opportunities presented in the program plan. The team will estimate local and regional demand for new uses or activities within the Project area. This analysis will assess what new uses can be supported at the Lakefront, grounding the program plan in a feasible market context.

The design team will hold initial meetings with affected stakeholder's or agencies such as the railroads, the watershed district, or others as needed to understand the implications of various design options.

Community Meeting #2 – Design Principles and Alternatives

This community meeting will focus on precedent imagery, the program plan and the design options and alternatives. Following the presentation the public will be encouraged to ask questions and engage the design team in detailed conversations in smaller groups spread throughout the room.

Deliverables

- *Design Principles*
- *Program Plan*
- *Market Assessment*
- *Design Options and Alternatives*
- *Conceptual plan and perspectives as necessary to depict the design alternatives*
- *Community Meeting exhibits*

Meetings/Trips

- ***Trip 3 - Design Principles, Programming Plan, Market Assessment (2 days)***
 - *Client Meeting*
 - *Steering Committee meeting*
 - *Site Visit*
 - *Design team work session*
- ***Trip 4 - Community Meeting (2 days)***
 - *Client Meeting*
 - *Steering Committee meeting*
 - *Community Meeting #2*
 - *Design team work session*

SCHEMATIC DESIGN – 12 Weeks with Approvals

The design team will prepare a document that will synthesize the issues, options, alternatives and community comment, including one proposed program and design that represents a balanced synthesis of comments. The team will meet with the City and Steering committee to review and refine the proposed program and design for the Project. The design team will then prepare a preferred program and design that will be the basis for Schematic Design.

Community Meeting #3

The final community meeting is intended as a community celebration where the Vision for the waterfront will be presented. We propose an informal meeting, possibly near the lake, with food and refreshments. The design team will present the design and answer questions or concerns the public may have and note any unresolved issues that will be addressed during the completion of the Schematic Design Documents.

Following the final public meeting, the design team will make final revisions to the plan and prepare a Schematic Design Package with enough detail to depict the overall design intent, program, and materials/finishes of the Project and its associated structures, as the basis for developing a cost estimate and construction phasing plan.

The design team will prepare a Design, Operations, and Maintenance Illustrative report that will include analysis diagrams, principles, plan and perspective renderings, and design, construction, maintenance and operation narratives to describe the design intent. Associated with the report will be construction, maintenance, and operations cost estimates, and a construction phasing plan.

A sustainable operating budget that maximizes and supports the identified programming goals and Lakefront operations will be prepared. Based upon the programming strategy the team will complete a revenue assessment that will test a range of potential revenue sources. In order for the programming goals to be realized, the Lakefront will need an operating budget to support day-to-day activities. Working with local stakeholders to understand the range of plausible revenue sources, we will examine potential operating revenue sources, which include:

- *Contributed Income. We will examine the potential for a base of contributed income for the Lakefront. Based upon national and local precedents, we will assess the revenue potential from the philanthropic community, which includes both individual and corporate donations, as well as sponsorship opportunities.*
- *Earned Income. Based upon the programming strategy, earned income may be a potential source of income for the Lakefront. This income is likely to come from food and beverage concessions, space that may be rented for public or private events, and/or opportunities for sponsored public programming at the Lakefront. We will assess the potential based upon local demand and opportunities, as well as existing supply and constraints for the space.*
- *Value Capture. Parks and open space amenities can raise properties values for adjacent and surrounding property owners. We will estimate the potential increment and test the potential to levy the increase to support the Lakefront's on-going operations.*
- *Public Contribution. We will examine the potential need for public funding to be used as some combination of a base of operating funding, consistent with that which Wayzata has provided other public parks and either a "gap filler" for the operating budget given the proposed programming strategy and the estimated revenue from the other three income streams.*

Implementation Considerations

Given the usage and general goals for the Lakefront, the Project will likely require funding and management capacities over and above typical public spaces. The design team will develop an approach for integrating capacities of these actors and recommend additional actions, like the creation of a business plan, as needed to advance this partnership. However the Project's governance structure is determined, programming for the Lakefront will also require an implementation plan.

Our implementation plan will include:

- *The creation of a phasing plan for the programmatic and construction recommendations. This will include a timeline of which programs to implement first, focusing on realizing stakeholder goals as early as possible.*
- *Integrate implementation phasing with managing entity's capacity, once this entity is determined.*
- *Recommend relations with other organizations that can help with the implementation of the envisioned programs. These strategic partnerships will aid in the success of the Lakefront.*

Deliverables

- *Design Alternative analysis*
- *Refined Schematic Design Plan Rendering*
- *Up to three (3) perspective renderings depicting key views on the waterfront*
- *Boards for Community Meeting*
- *Schematic Design Drawings*
 - *Cad Plan drawings depicting the overall design, materials, finishes, and planted areas by plant community type*
 - *Architectural plan drawings – depicting building plans and conceptual exterior design (two (2) buildings included in the scope)*
- *Design, Operations, and Maintenance Illustrative report*
- *Schematic level construction, maintenance, and operations cost estimates, construction phasing*
- *Revenue Assessment*
- *Implementation Plan*

Meetings/Trips

- *Trip 5 - Design Alternative Assessment (1 day)*
 - *Client Meeting*
 - *Advisory Committee Meeting*
 - *Stakeholder Meeting*
 - *Design team meeting*
- *Trip 6 - Community Meeting (2 days)*
 - *Client Meeting*
 - *Advisory Committee Meeting*
 - *Stakeholder Meeting*
 - *Community Meeting #3*
 - *Design team meeting*
- *Trip 7 - Formal Approval (1 day)*
 - *Client meeting*
 - *Joint Advisory Committee and Stakeholder Presentation*
 - *Presentation to City Council*

DETAILED FEE BREAKDOWN

Labor Fee

DISCOVERY UNDERSTANDING VALIDATION	40,000
VISIONING TESTING	80,000
<u>SCHEMATIC DESIGN</u>	<u>150,000</u>
Total Labor Fee	270,000
Reimbursable Expenses	<u>30,000</u>
Total Fee	\$300,000

Breakdown of Fees By Consultant Team

Civitas	120,000
HR&A	70,000

SK Architects	40,000
Solution Blue	20,000
Applied Ecology	20,000

ASSUMPTIONS

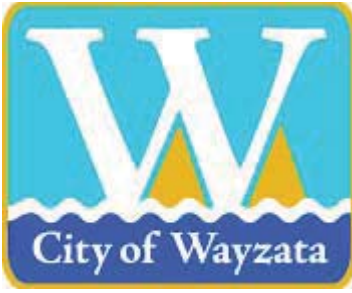
- All base information including survey, cad bases, and background information to be provided by the City.
- City will be responsible for obtaining all facilities and notifications related to all public meeting.
- Presentation models, and professional renderings not specifically listed in this Statement of Work or used in a public meeting in connection with the Project are not included within the fees above, but can be provided at an extra cost.
- The Project schedule will organize Public Meetings, Stakeholder and Advisory Committees meetings, Team Work Sessions, and Agency meetings each trip. These meetings are to be coordinated by the City and Civitas.
- Civitas project travel estimate assumes a maximum of fourteen (14) person trips to Wayzata typically involving the design principal, principal-in-charge and project design.
- HR&A travel estimate assumes a maximum of six (6) trips to Wayzata typically involving the principal.
- Travel costs include flights, lodging, car rental and per diem.
- Design team to provide two (2) full-size hard copies of all submittal documents, and electronic copies in PDF format.

CIVITAS BILLING RATES

Senior Principal	\$275.00/hr
Principal	\$225.00/hr
Senior Project Leader	\$130.00/hr
Project Leader	\$110.00/hr
Designer II	\$80.00/hr
Designer I	\$70.00/hr

ADDITIONAL TERMS AND CONDITIONS

- A. **STANDARD OF CARE:** The Services provided by Civitas pursuant to this Agreement shall be performed in accordance with the terms hereof and with that degree of care and skill normally exercised by design professionals of similar experience working under the same or similar conditions in the same locale. No other warranty is intended or made.
- B. **RESPONSIBILITIES OF CLIENT:** The City shall provide all criteria and information reasonably requested by Civitas for the Project. Any information regarding Client's site reasonably required by Civitas shall be provided by the City, and Civitas shall be entitled to rely on the accuracy and completeness of such information.
- C. **NONDISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, Civitas agrees that in its employment decisions (including but not limited to hiring, firing, promotion, demotion, compensation and other terms and conditions of employment), it will not engage in unlawful discrimination on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. This provision does not create rights in any third party.
- D. **LIMITATION OF LIABILITY:** The City agrees to limit the liability of Civitas, including its officers and employees, to the City, and its successors and assigns, for all claims, demands, actions, damages, losses, costs and expenses, including attorneys' fees, which arise out of or are related to Civitas' services, such that Civitas' total aggregate liability to all parties arising from the Project shall not exceed the sum of insurance proceeds for claims made for negligent performance.
- E. **INVOICING:** Invoicing will occur on a monthly basis.
- F. **REIMBURSABLES:** Reimbursable expenses shall be limited to out of pocket expenses directly related to the Project that have been pre-approved in writing by City, such as progress and presentation printing, telephone, mileage costs, travel, delivery services and photo reproduction. Expenses will be billed at cost with no markup.
- G. **CHANGE IN SCOPE OF SERVICES:** In the event of a change in the scope of Services, Civitas shall be entitled to additional compensation as mutually agreed by Civitas and the City in writing, or absent agreement, in accordance with Civitas' then current hourly rate schedule.
- H. **CREDIT FOR WORK:** The City shall endeavor to give appropriate credit to Civitas in any publicity releases, awards submissions, publications, and on-site signs which identify other professionals and/or contractors working on this Project.
- I. **CONSTRUCTION-PHASE SERVICES:** In the event that Civitas performs construction observation or other construction-phase services for the Project: (1) Civitas shall not be responsible for the means, methods, techniques, and sequences of the contractor, and shall not be responsible for job site safety programs or conditions, as those matters are the sole responsibility of the contractor; and (2) Civitas shall not be responsible for errors or omissions of the contractors and suppliers, nor for deviations from the contract documents as prepared by Civitas.



City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:
Ken Willcox
City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Taycke
City Manager:
Heidi Nelson

MEMORANDUM

DATE: September 24, 2015
TO: City Council
FROM: Heidi Nelson, City Manager
RE: Report on Downtown Parking Pilot Programs

Attached please find a PowerPoint Presentation summarizing data collected in connection with the Downtown Parking Pilot Programs. As the Council will recall, the pilot programs were implemented in an effort to address parking issues in the Downtown area. The following Downtown Parking Pilot Programs ran between mid-June and mid-September:

- Three City, Automobile Focused Elements
 - On Street 2-Hour Parking Enforcement
 - Public Valet Parking
 - Designated Employee Parking
- Two Other, Alternative Transportation Focused Elements
 - Trolley Service by Lake Minnetonka Trolley
 - New Dock Facilities.

In an effort to gain feedback on the Downtown Parking Pilot Programs, staff created a survey consisting of 47 different questions. The survey was accessible to the public through the City's website between July 15th and September 15th. The survey received 185 responses.

Staff will present the attached PowerPoint during the meeting. The Parking Pilot Programs Survey Results are also attached for your review.

Attachments:

Attachment A: PowerPoint Presentation
Attachment B: Parking Pilot Programs Survey Results

Parking Pilot Projects

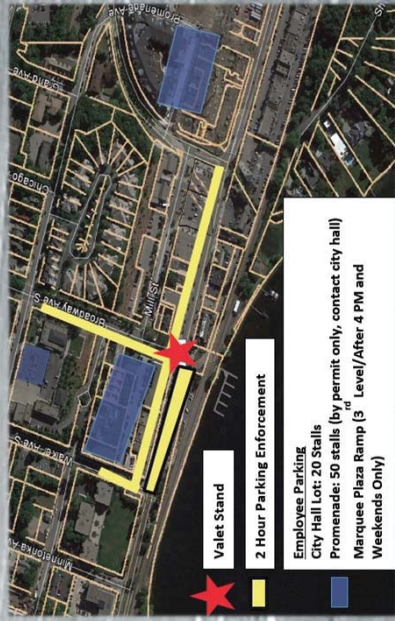
Mid June – Labor Day

Three City, Automobile Focused Elements

- On Street 2-Hour Parking Enforcement
- Public Valet Parking
- Designated Employee Parking

Two Other, Alternative Transportation Focused Elements

- Trolley Service by Lake Minnetonka Trolley
- New Dock Facilities



Parking Pilot Projects

• Marketing of the Project

- Online
- City's Website
- Social Media
- Friday Update
- Portal

• Focused Mailings

• Chamber

Wayzata Parking Pilot Projects

Summer 2015

On-Street 2-Hour Parking Enforcement:

Enforcement of on-street 2-hour parking in areas will prevent high turnover of parking stalls for on-street parking. The City of Wayzata is implementing a pilot project to improve downtown parking availability. The pilot project will be implemented in the downtown area of Wayzata, MN. The pilot project will be implemented in the downtown area of Wayzata, MN. The pilot project will be implemented in the downtown area of Wayzata, MN.

- Lake Street between Superior Street and Water Avenue
- Water Avenue from Lake Street to Main Street
- West City Lot

Designated Employee Parking:

To ensure employee parking is available for employees who are away from their primary parking locations. The City of Wayzata is implementing a pilot project to improve downtown parking availability. The pilot project will be implemented in the downtown area of Wayzata, MN. The pilot project will be implemented in the downtown area of Wayzata, MN.

- Main Street between Superior Street and Water Avenue
- Water Avenue from Lake Street to Main Street
- West City Lot

Public Valet Parking:

To ensure employee parking is available for employees who are away from their primary parking locations. The City of Wayzata is implementing a pilot project to improve downtown parking availability. The pilot project will be implemented in the downtown area of Wayzata, MN. The pilot project will be implemented in the downtown area of Wayzata, MN.

- Main Street between Superior Street and Water Avenue
- Water Avenue from Lake Street to Main Street
- West City Lot

Other Initiatives to Improve Access:

- Main Street between Superior Street and Water Avenue
- Water Avenue from Lake Street to Main Street
- West City Lot

Questions or Comments?

Contact: info@wayzata.org

More information: www.wayzata.org/parking

Wayzata Pilot Projects To Improve Downtown Parking

1-Hour Parking Enforcement
City will enforce 1-hour parking in the following areas:
• Main Street between Superior Street and Water Avenue
• Water Avenue from Lake Street to Main Street
• West City Lot

Designated Employee Parking
City will enforce designated employee parking in the following areas:
• Main Street between Superior Street and Water Avenue
• Water Avenue from Lake Street to Main Street
• West City Lot

Public Valet Parking
City will enforce public valet parking in the following areas:
• Main Street between Superior Street and Water Avenue
• Water Avenue from Lake Street to Main Street
• West City Lot

City of Wayzata

1000 Lakeshore Drive
Wayzata, MN 55391-1734

Phone: 952.443.2300 Fax: 952.443.2310

www.wayzata.org

On-Street 2-Hour Parking Enforcement:

Enforcement of on-street 2-hour parking in areas will prevent high turnover of parking stalls for on-street parking. The City of Wayzata is implementing a pilot project to improve downtown parking availability. The pilot project will be implemented in the downtown area of Wayzata, MN. The pilot project will be implemented in the downtown area of Wayzata, MN.

- Lake Street between Superior Street and Water Avenue
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- Main Street between Superior Street and Water Avenue
- Water Avenue from Lake Street to Main Street
- West City Lot

Public Valet Parking:

To ensure employee parking is available for employees who are away from their primary parking locations. The City of Wayzata is implementing a pilot project to improve downtown parking availability. The pilot project will be implemented in the downtown area of Wayzata, MN. The pilot project will be implemented in the downtown area of Wayzata, MN.

- Main Street between Superior Street and Water Avenue
- Water Avenue from Lake Street to Main Street
- West City Lot

Parking Pilot Projects

• Information Collected

- On Street 2-Hour Parking Enforcement
 - Citations written
 - Warnings given
- Docks
 - Broadway Dock counts
 - Depot Dock counts
- Public Valet Parking
 - Hours of service
 - Number of cars
 - Cost of program
 - Customer comment cards
- Online Survey
 - July 15th – September 15th
 - City's website
 - Residents, Non-Residents, Employees, Business Owners
 - 47 questions
 - 185 responses
- Designated Employee Parking
 - Permits issued

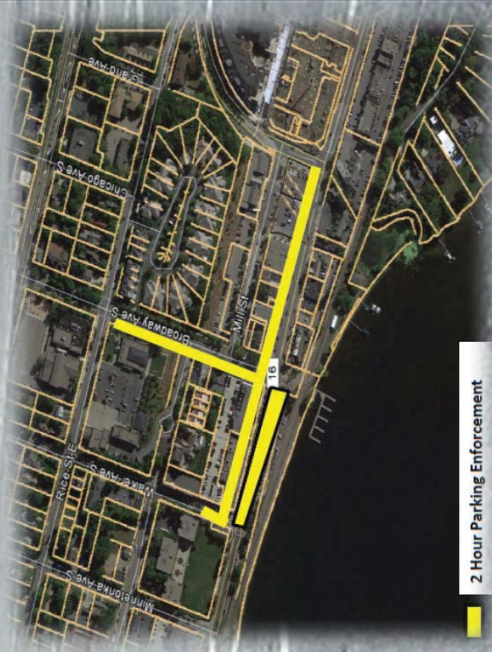
Parking Pilot Projects

- On Street 2-Hour Parking Enforcement

- Ticketing June 15th – Labor Day, 6 a.m. – 6 p.m.

- Area Enforced

- Lake St. between Superior Blvd. & Walker Ave. (both sides)
- Broadway Ave. from Lake St. to Rice St.
- Walker Ave. from Lake St. to ramp entrance
- West City Lot (south of Lake St./West of COV)



Parking Pilot Projects

• On Street 2-Hour Parking Enforcement

• By the Numbers

Time Period	Citations	Written Warnings	Verbal Warnings	Total Incidents in Time Period	Numbers for Broadway	Numbers for Lake	Numbers for Walker	Total Incidents
June 15, 2015 - July 27, 2015	43	0	2	45	4	39	2	45
July 28, 2015 - August 10, 2015	13	0	3	16	4	11	1	16
August 11, 2015 - August 31, 2015	12	0	1	13	2	11	0	13
Totals	68	0	6		10	61	3	74

Parking Pilot Projects

- On Street 2-Hour Parking Enforcement

- Online Survey

- Selected Results

- 120 of 130 (92.31%) Had parked in 2-hour parking area

- 119 of 130 (91.54%) Did not receive a ticket

- 4 of 130 (3.08%) Ticketed more than once

- 57 of 128 (44.53%) Limited their parking to less than 2 hours

- 83 of 127 (65.35%) Would like 2-hour parking to end

- Business Owners

- 2 of 2 (100%) Changed how their customers & employees parked

- 1 of 2 (50%) Would like 2-hour parking to continue

- 1 of 2 (50%) Would like 2-hour parking to end

- Comments

- 66 Additional Comments

- 20 of 66 Reference increased time limits

- Hard to shop and eat in 2 hours

Parking Pilot Projects

- Public Valet Parking

- West City Lot entrance on corner of Broadway Ave. & Lake St.

- Fee

- \$6 per car

- Service Hours and Data Collection

- June 15th – September 6th
- 7 days a week
- 11 a.m. to 11 p.m.



Parking Pilot Projects

• Public Valet Parking

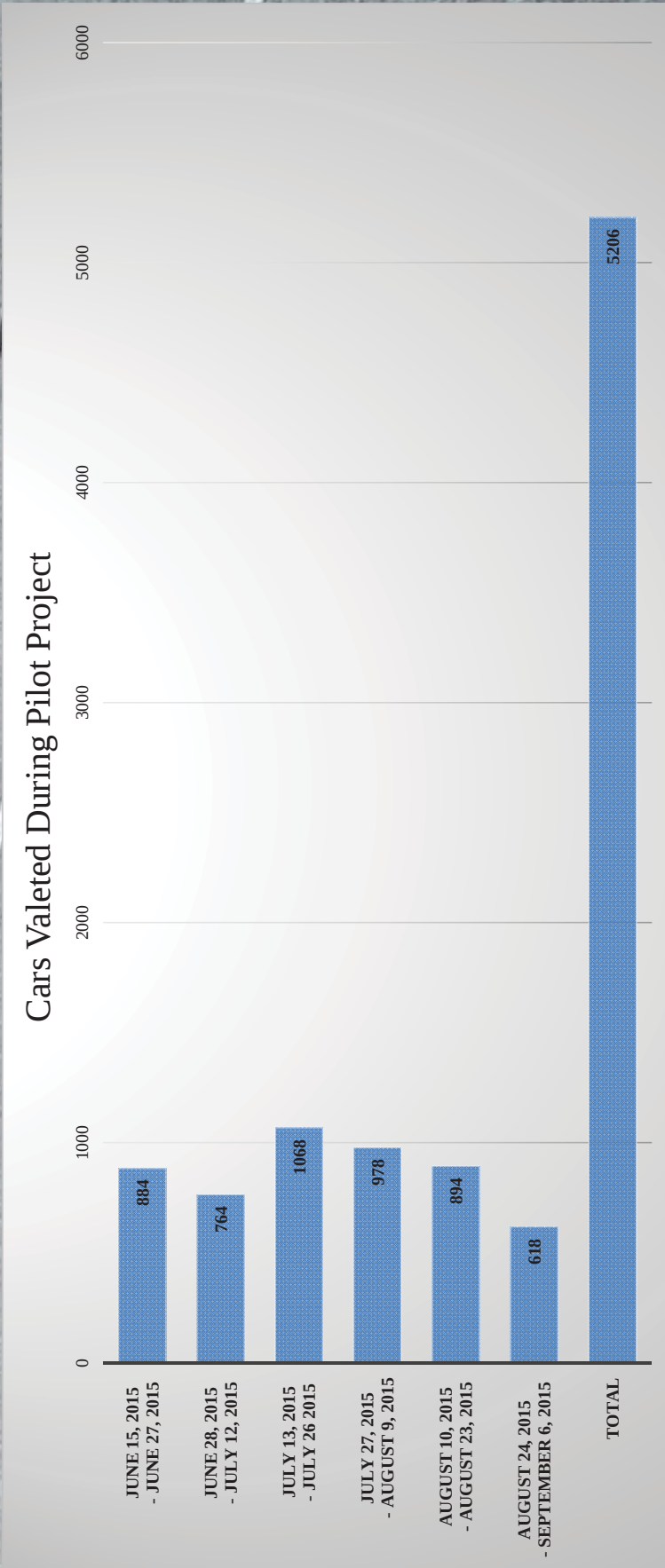
• By the Numbers

Time Period	Hours of Service	Cars Valeted	Average / Day During Time Period	Cost to City During Time Period	Average Cost / Car During Time Period
June 15, 2015 - June 27, 2015	427.5	884	68.00	\$2,588.00	\$2.93
June 28, 2015 - July 12, 2015	527.5	764	50.93	\$2,109.00	\$2.76
July 13, 2015 - July 26 2015	505	1068	76.29	\$1,388.00	\$1.30
July 27, 2015 - August 9, 2015	479.5	978	69.86	\$1,888.00	\$1.93
August 10, 2015 - August 23, 2015	414.5	894	63.86	\$1,290.00	\$1.44
August 24, 2015 - September 6, 2015	386.25	618	44.14	\$2,150.00	\$3.48
Total	2740.25	5206		\$11,413.00	

Parking Pilot Projects

• Public Valet Parking

• Volume of Cars Valeted



Parking Pilot Projects

- Public Valet Parking
 - Customer Survey Results
 - Restaurant Focused
 - Age Groups
 - Even split between 20 – 40 & 41 - 60
 - Duration of visit
 - Even split between 50 – 120 minutes & 121 – 200 minutes
 - Comment Card Results

Total Reported Positive Experiences	68	Total Number of People that would use the service again	68	Number of Visitors Using Valet for Restaurant Purposes Only	64	Total Comments	15
Total Reported Negative Experiences	0	Total Number of People that would NOT use the service again	0	Number of Visitors Using Valet for Restaurant & Retail Purposes & Retail	4	Comments All Positive Examples	Great Service Great Staff Nice Perk. Nice Team.

Parking Pilot Projects

• Public Valet Parking

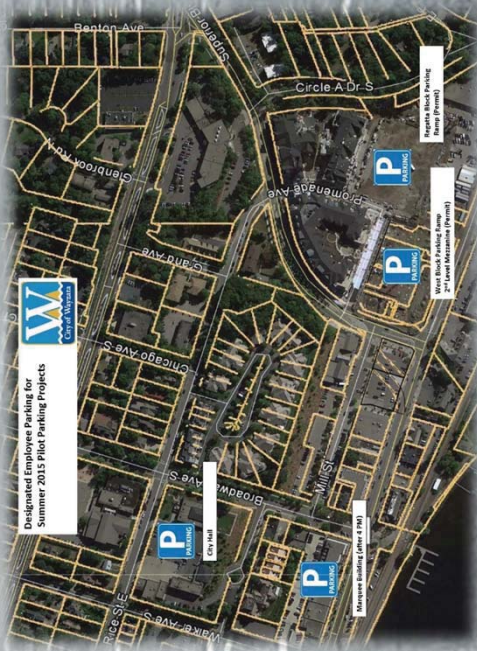
- Online Survey
 - Selected Results
 - 149 of 184 (80.98%) Did not participate in the project
 - 16 of 26 (61.54%) Used the service 2 to 5 times
 - 16 of 29 (55.17%) Thought \$6 was too high
 - 13 of 29 (44.83%) Thought \$6 was appropriate
 - 23 of 29 (79.31%) Would like to see project continue
 - Business Owners
 - 1 of 2 (50%) \$6 fee was too high or appropriate amount
 - 1 of 2 (50%) \$6 fee was appropriate amount
 - 2 of 2 (100%) Would not like to see a second stand added to project
 - 1 of 2 (50%) Would like to project to continue
 - 1 of 2 (50%) Would like to project to end
 - Comments
 - 10 Additional Comments
 - 3 of 10 Reference back to 2-hour parking
 - 2-hour parking is restrictive

Parking Pilot Projects

• Designated Employee Parking

• Downtown Employees Directed to Specific Lots

- City Hall
 - 20 Stalls (No Permit Required)
- Promenade
 - 50 Stalls (Permit Required)
- Marquee Plaza Ramp
 - 3rd Level after 4 p.m. and Weekends (No Permit Required)



Parking Pilot Projects

• Designated Employee Parking

• By the Numbers

- 33 Promenade Permits Issued**

• Ongoing

- Employee Parking & Permits will continue through winter months**

Parking Pilot Projects

• Designated Employee Parking

• Online Survey

• Selected Results

- 8 of 9 (88.89%) Had been asked to participate
- 5 of 9 (55.56%) Participated more than 5 times
- 4 of 9 (44.44%) Parked at City Hall
- 5 of 9 (55.56%) Parked at Promenade West

• Majority felt safe

• Business Owners

- 1 of 2 (50%) Had been asked to participate
- 1 of 2 (50%) Had been not asked to participate
- 1 of 2 (50%) Chose to participate
- 1 of 2 (50%) Chose not to participate

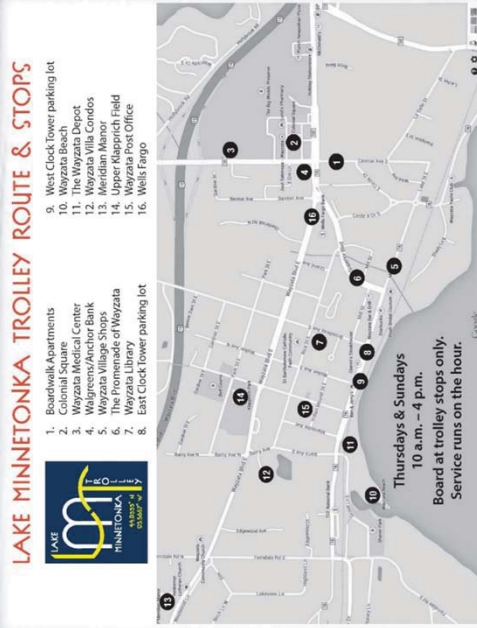
• Comments

- 4 Additional Comments
- 4 of 4 Reference concerns over winter months
- Darker sooner, cold and ice

Parking Pilot Projects

• Lake Minnetonka Trolley

- June 7th – September 3rd
- Thursdays & Sundays
 - 10 a.m. – 4 p.m.
- Wednesdays (July)
 - 5:30 p.m. – 9:30 p.m.
- 16 – Stop Route



Parking Pilot Projects

• Lake Minnetonka Trolley

• Online Survey

• Selected Results

- 133 of 169 (78.70%) Aware of Trolley program

- 69 of 124 (55.65%) Unaware of July offering

- 117 of 132 (88.64%) Did not participate

- Majority rode for pleasure as opposed to transportation

• Comments

- 45 Additional Comments

- 13 of 45 Reference more of a causal and/or tourist use

- Good for visitors/tourists, currently not an option for transportation (like bus)

Parking Pilot Projects

- **Additional Docks**

- Off Lake St. and Broadway Ave.
- 16 docks

- **Wayzata Depot**

- 15 docks

- **Docks Staffed**

- June through September 13th
- Thursday – Sunday
- 12 p.m. – 9 p.m.
- Welcomed boaters and provided information regarding Wayzata attractions



Parking Pilot Projects

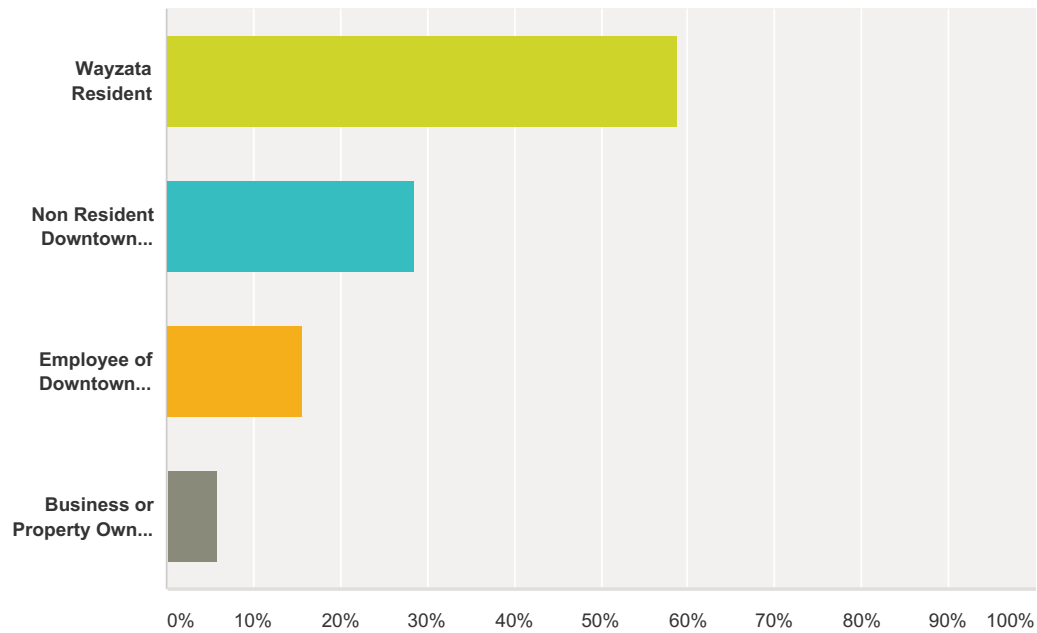
- Additional Docks

- By the Numbers

Total Count at Broadway Dock	3528
Total Count at Depot Dock	1291
Total Saturday & Sunday Count at Broadway Dock	2322
Total Saturday & Sunday Count at Depot Dock	938
Total Overall Dock Count	4819
Total Overall Saturday & Sunday Count	3260

Q1 Which one of the following applies to you?

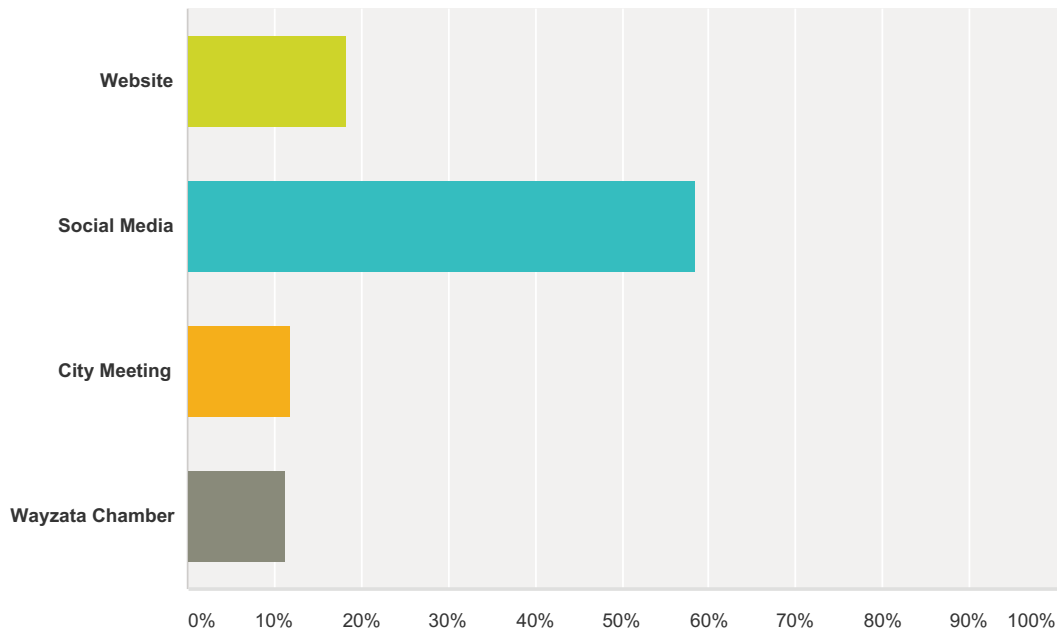
Answered: 185 Skipped: 0



Answer Choices	Responses	
Wayzata Resident	58.92%	109
Non Resident Downtown Wayzata Customer/Visitor	28.65%	53
Employee of Downtown Wayzata	15.68%	29
Business or Property Owner in Downtown Wayzata	5.95%	11
Total Respondents: 185		

Q2 How did you hear about the Downtown Pilot Projects?

Answered: 185 Skipped: 0



Answer Choices	Responses
Website	18.38% 34
Social Media	58.38% 108
City Meeting	11.89% 22
Wayzata Chamber	11.35% 21
Total	185

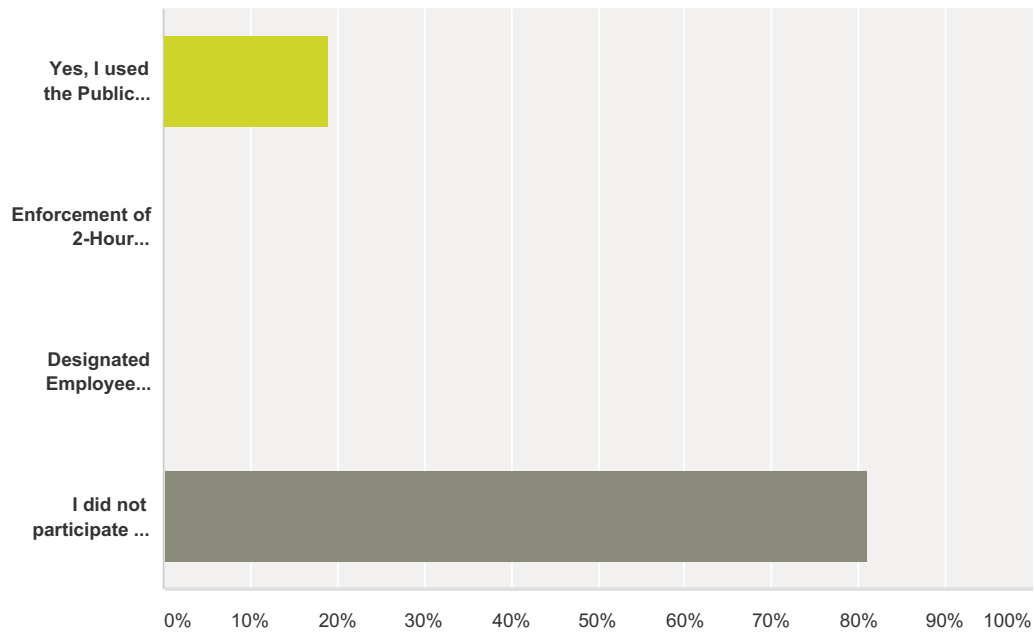
#	Other (please specify)	Date
1	Newsletter	9/9/2015 10:15 PM
2	word of mouth	9/8/2015 1:41 PM
3	saw the signs	9/8/2015 12:25 PM
4	newspaper	9/2/2015 11:49 AM
5	Friend	9/1/2015 9:15 PM
6	just seeing it.	9/1/2015 7:31 PM
7	Saw around town	9/1/2015 8:44 AM
8	People to people	8/31/2015 8:53 PM
9	Visiting wayzyag	8/31/2015 1:00 PM
10	Saw the signs	8/31/2015 10:28 AM
11	Face book	8/31/2015 8:30 AM
12	word of mouth - watching police mark cars	8/31/2015 6:03 AM

City of Wayzata - Pilot Parking Project Survey

13	Restaurant owner	8/30/2015 10:25 PM
14	Signs	8/30/2015 9:53 PM
15	Wayzata Events	8/30/2015 3:52 PM
16	I agree with a two hour limit on the Main Street of Lakw Street but I th k it is ludicrous on Broadway and especially the municipal parking lot.	8/30/2015 1:46 PM
17	In town everyday. Can't miss it	8/30/2015 1:22 PM
18	neighbor	8/30/2015 12:09 PM
19	Newspapers	8/30/2015 12:03 PM
20	articles in local papers like the Sun Sailor	8/24/2015 2:36 PM
21	Friends, businesses	8/21/2015 6:30 PM
22	All Above	8/21/2015 5:32 PM
23	Saw the valet sign at CoV. (Not WAYZATA Chamber The survey would not continue without selecting one of the above)	8/21/2015 12:03 PM
24	owner of store	8/21/2015 8:53 AM
25	Employer	8/13/2015 10:32 AM
26	Employer	8/12/2015 6:15 PM
27	my manager	8/11/2015 12:15 PM
28	Lakeshore news	8/8/2015 1:24 PM
29	All of the above!	8/4/2015 8:11 AM
30	Friends	8/3/2015 8:15 PM

Q3 Are you aware of, or have participated in the Public Valet Service?

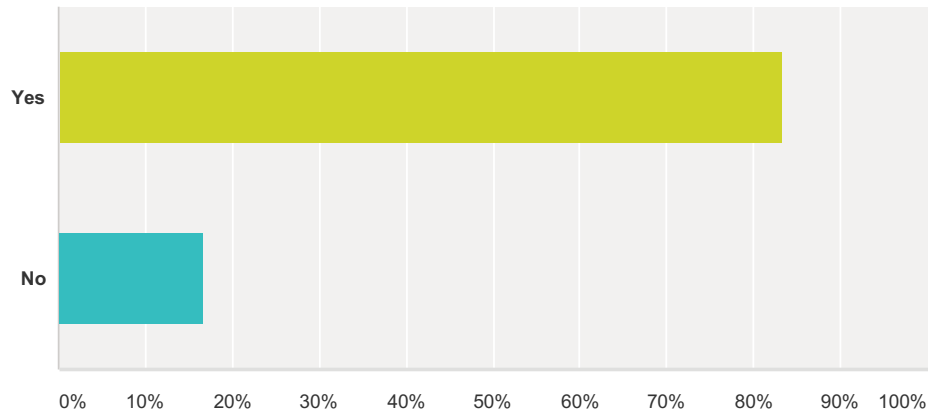
Answered: 184 Skipped: 1



Answer Choices	Responses	
Yes, I used the Public Valet Service	19.02%	35
Enforcement of 2-Hour On-Street Parking	0.00%	0
Designated Employee Parking	0.00%	0
I did not participate in the Public Valet Service.	80.98%	149
Total Respondents: 184		

Q4 Have you used the Public Valet Service?

Answered: 30 Skipped: 155

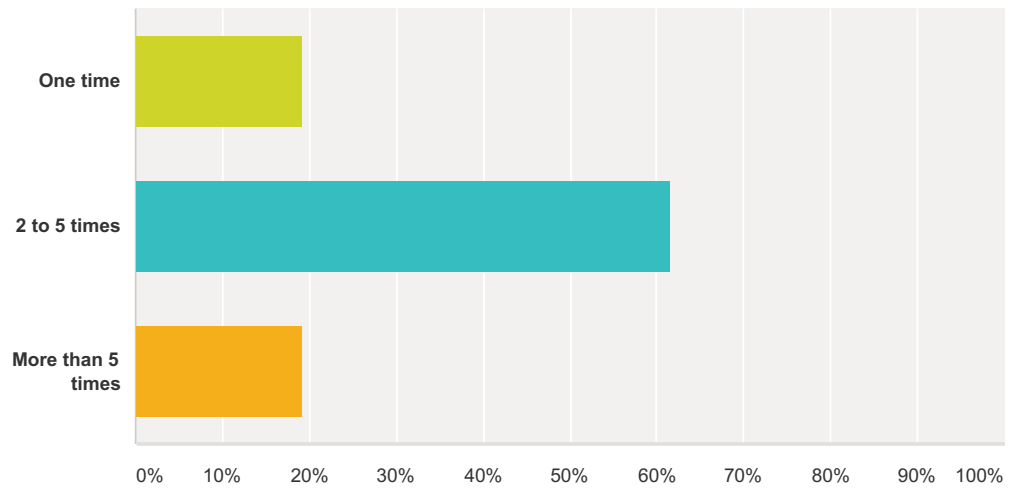


Answer Choices	Responses
Yes	83.33% 25
No	16.67% 5
Total	30

#	If no, why?	Date
1	I usually get to wayzata early enough to find my own parking	8/30/2015 9:52 PM
2	I'm not going to pay to park	8/4/2015 8:45 AM
3	No need	8/3/2015 12:29 PM

Q5 How often do you use the Public Valet Service?

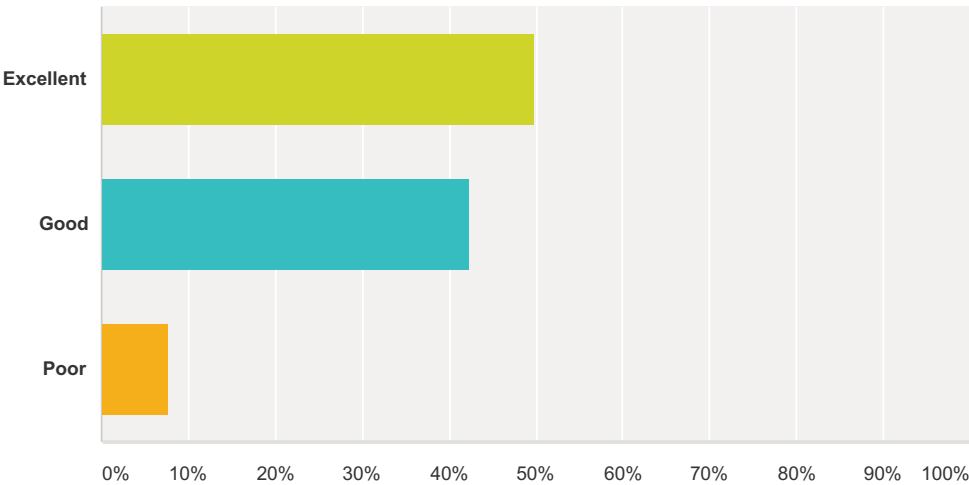
Answered: 26 Skipped: 159



Answer Choices	Responses
One time	19.23% 5
2 to 5 times	61.54% 16
More than 5 times	19.23% 5
Total	26

Q6 How was your experience?

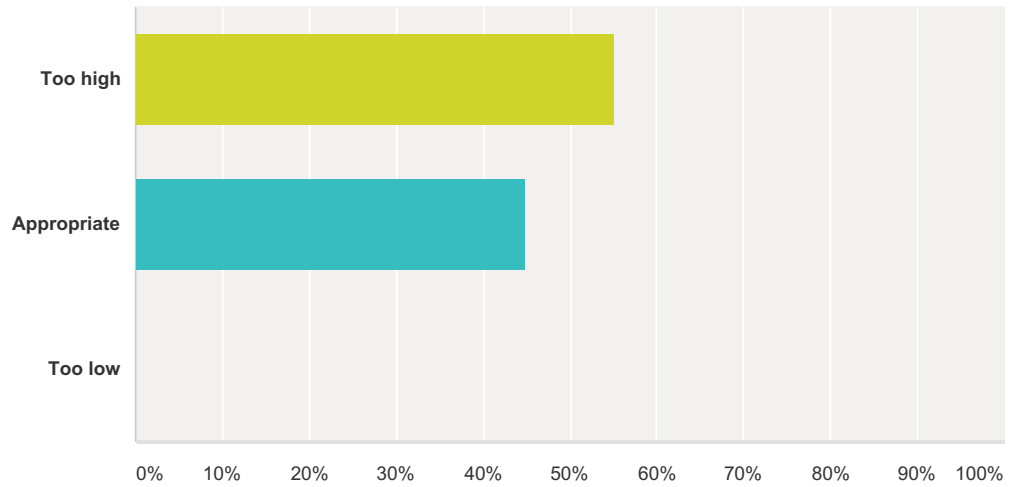
Answered: 26 Skipped: 159



Answer Choices	Responses	
Excellent	50.00%	13
Good	42.31%	11
Poor	7.69%	2
Total		26

Q7 Do you think the cost of \$6 is...

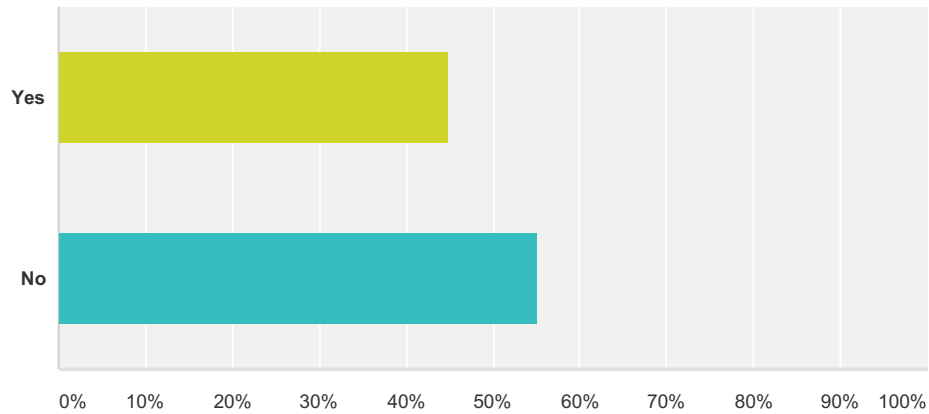
Answered: 29 Skipped: 156



Answer Choices	Responses	
Too high	55.17%	16
Appropriate	44.83%	13
Too low	0.00%	0
Total		29

Q8 Would you like to have a second public valet stand added?

Answered: 29 Skipped: 156

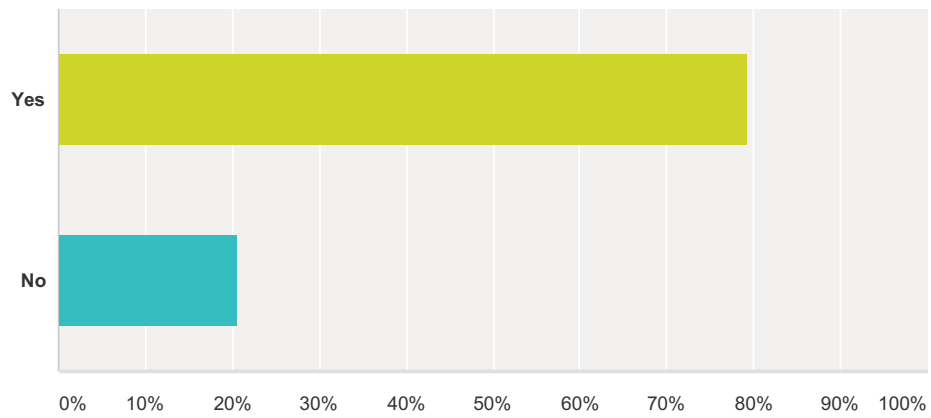


Answer Choices	Responses
Yes	44.83% 13
No	55.17% 16
Total	29

#	If yes, where?	Date
1	By McCormicks	9/1/2015 7:35 PM
2	Not sure	9/1/2015 8:50 AM
3	Only if the parking time limits remain.	8/31/2015 1:36 AM
4	Another spot along Lake St	8/30/2015 12:05 PM
5	mill street	8/3/2015 2:58 PM

Q9 Would you like to see the service continued?

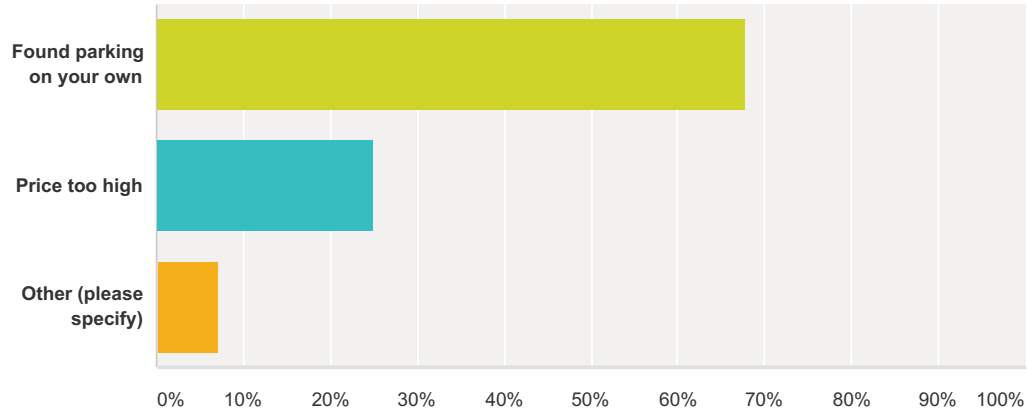
Answered: 29 Skipped: 156



Answer Choices	Responses	
Yes	79.31%	23
No	20.69%	6
Total		29

Q10 Which one of these factors would most likely prevent you from using the Public Valet Service?

Answered: 28 Skipped: 157



Answer Choices	Responses	
Found parking on your own	67.86%	19
Price too high	25.00%	7
Other (please specify)	7.14%	2
Total		28

#	Other (please specify)	Date
1	Don't like others driving my car, along with a lot of Wayzata	8/31/2015 8:31 PM
2	take all the close to lake st. parking. they need to pro their cars further away and not take prime parking.	8/7/2015 4:13 PM

City of Wayzata - Pilot Parking Project Survey

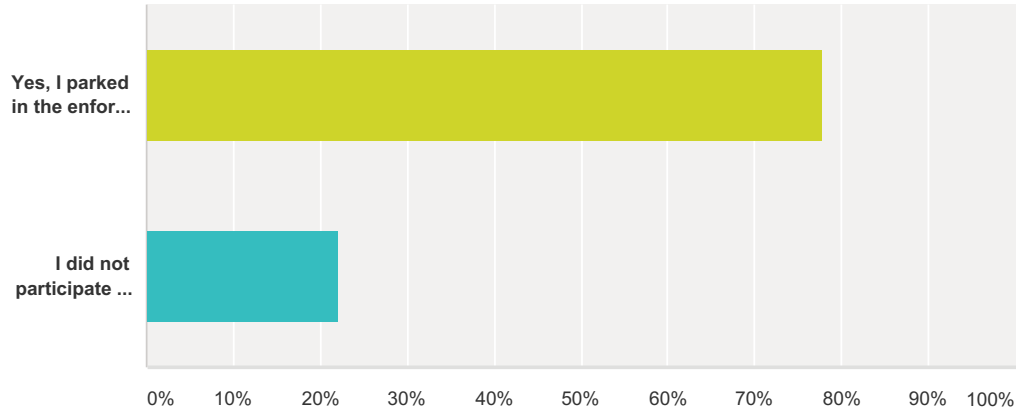
Q11 Do you have any additional comments about the Public Valet Service?

Answered: 10 Skipped: 175

#	Responses	Date
1	Friendly Staff at valet.	9/9/2015 10:17 PM
2	I think it's a good idea. They did a good job this summer but the positioning of the stand sometimes created a backlog getting into that public lot. I'm not sure what the solution is unless you reposition the stand to the street side of Cov and then have the valets spin it around back through the starbucks.	9/2/2015 12:05 PM
3	There is NOT enough Handicap parking close to the restaurants, shops. Having handicap in the back lots and ramps is unacceptable.	9/1/2015 7:35 PM
4	Shouldn't have to rely on valet parking to get parking	8/31/2015 8:31 PM
5	Ok as an alternative to other parking options. Found Wayzata to be very crowded this summer so valet was nice option but prefer no cost-convenient alternatives as well.	8/31/2015 1:46 PM
6	Remove the time limit of 2 hours on parking. Going back to the way it was is much, much better.	8/31/2015 1:36 AM
7	I really do not like the two hour parking limit in downtown wayzata (this complaint is not related to valley parking). I go downtown every Saturday for an appointment at salon marquee. Because the services I buy from them take longer than two hours I have to move my car in the middle of my appointment. This will be unacceptable in the winter. I don't like it in the summer either but I have to tolerate this parking restriction or risk getting a parking ticket (despite legitimate reasons for being in wayzata more than two hours). Thus parking ban is making me rethink doing business in wayzata. It's a dumb rule that I know is enforced because I've seem and experienced having tires markedny police. You are being short sites with this rule because it will drive my business away from wayzata. One more thing I am disabled do walking to change parking spaces is clearly an inconvenience. Dumb rule that you are enforcing	8/30/2015 9:52 PM
8	The 2hr parking limit is to restrictive!! It DOES NOT give people time to shop and enjoy a lunch or dinner. Please make it longer!! Maybe 4 hrs-especially if you have to wait 45 mins to get a table somewhere!!!!	8/30/2015 9:43 PM
9	Where they valet is situated seems like it is a valet for Cov and not other businesses in Wayzata.	8/30/2015 2:11 PM
10	\$6.00 plus tip too expensive. I shop and eat on 50th and France and galleria for free.	8/7/2015 4:13 PM

Q12 Are you aware of or have participated in the 2-Hour On-Street Parking in Downtown Wayzata?

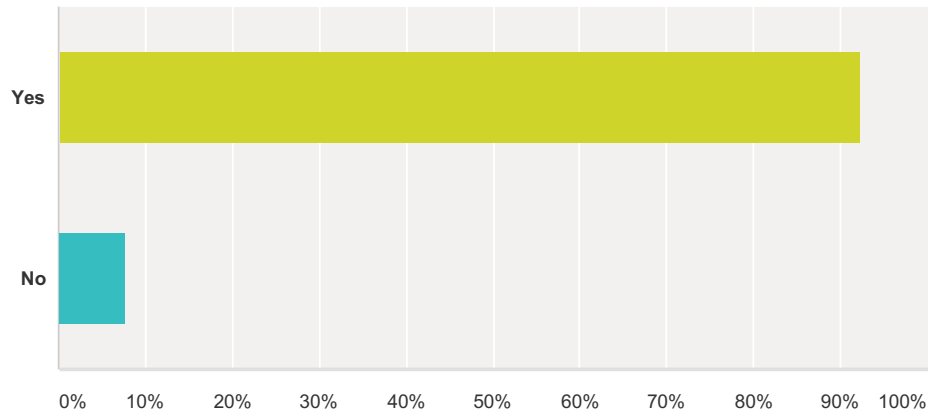
Answered: 176 Skipped: 9



Answer Choices	Responses	
Yes, I parked in the enforced 2-Hour on-Street parking areas	77.84%	137
I did not participate in 2-Hour On-Street Parking.	22.16%	39
Total		176

Q13 Have you parked in an enforced 2-Hour On-Street Parking stall?

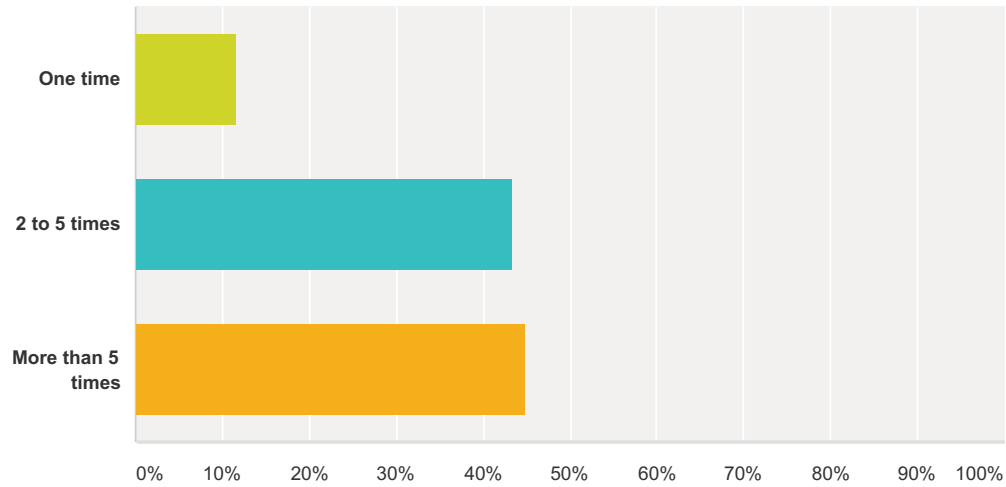
Answered: 130 Skipped: 55



Answer Choices	Responses	
Yes	92.31%	120
No	7.69%	10
Total		130

Q14 How often do you use 2-Hour Parking?

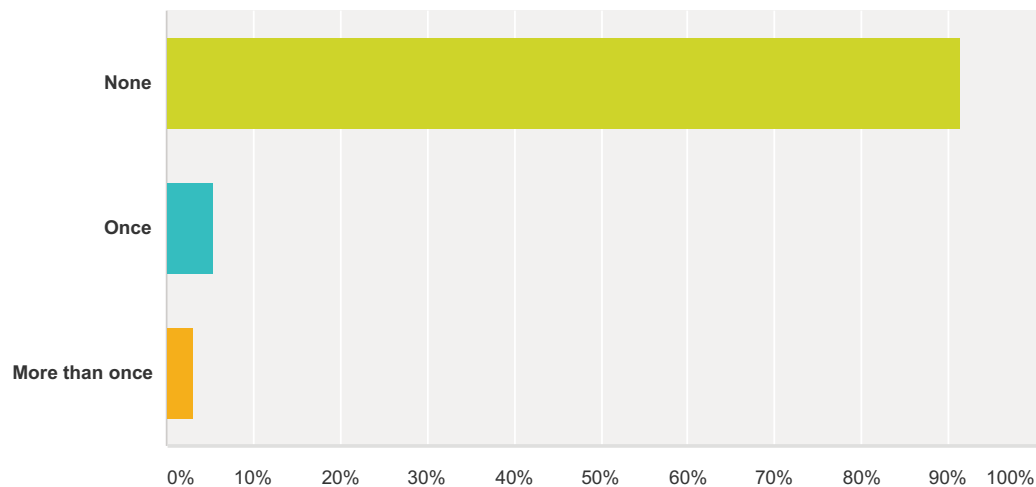
Answered: 129 Skipped: 56



Answer Choices	Responses
One time	11.63% 15
2 to 5 times	43.41% 56
More than 5 times	44.96% 58
Total	129

Q15 Have you received a warning and/or ticket?

Answered: 130 Skipped: 55

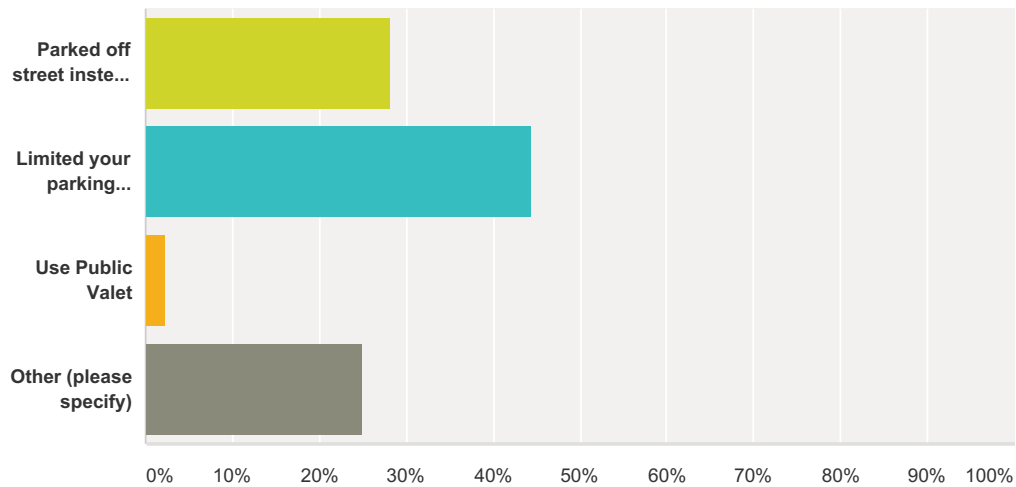


Answer Choices	Responses
None	91.54% 119
Once	5.38% 7
More than once	3.08% 4
Total	130

#	Comments	Date
1	Horrible idea My friends and I go elsewhere now for coffee because of the time limit . Same for lunch and shopping	9/4/2015 11:16 AM
2	Bad signage after hours loading zone	9/1/2015 7:37 PM
3	Cut dinner, plans short because of parking limits. Bad for businesses!	9/1/2015 3:12 PM
4	Should be three hours	8/31/2015 1:17 PM
5	See my earlier comments. The bottom line is that this rule makes it difficult for me to go to the salon of every week as the services I buy require me to be in the salon longer than 2 hours. Do I have to move my car every week to avoid getting a ticket. You are driving business away from wayzata with this rule. I have been a regular patron of wayzata stores at least one a week for the past 20 years. I will now have to drive further to get my business done. I patronize art of optics, wouletts, caribou, salon marquee, Giannis, hot mama, dichotomy regularly. I am in wayzata 3-4 times a week. This parking ban is very inconvenient for loyal patrons. I also patronize Blanc de Blanc and chickos. These establishments will lose my business if this parking ban is continued	8/30/2015 10:02 PM
6	I think that the fines are outrageous for a parking ticket	8/30/2015 2:13 PM
7	Keep moving sometimes just a few feet	8/30/2015 1:27 PM
8	i live close to Lake Street so we walk	8/30/2015 12:11 PM
9	However, limits my shopping and dining times in Wayzata.	8/30/2015 12:09 PM
10	I did not exceed the 2 hours	8/25/2015 3:40 PM
11	I feel that two hours is not enough time; if you shop and then eat at a restaurant you are likely in Wayzata for more than two hours	8/24/2015 2:38 PM
12	Never saw any tires marked or officer enforcing parking when in the area for more than 2 hours.	8/3/2015 11:26 AM

Q16 Did the enforcement of the 2-hour parking change where you park?

Answered: 128 Skipped: 57



Answer Choices	Responses
Parked off street instead of on-street	28.13% 36
Limited your parking on-street to 2 hours or less	44.53% 57
Use Public Valet	2.34% 3
Other (please specify)	25.00% 32
Total	128

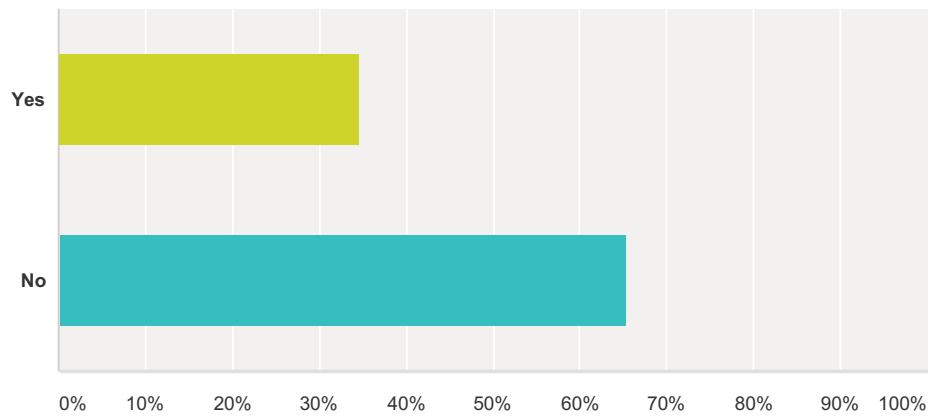
#	Other (please specify)	Date
1	No	9/14/2015 2:24 PM
2	I was only planning a quick shopping trip so it didn't change anything	9/9/2015 10:19 PM
3	Yes, I no longer meet friends in wayzata and will not pay \$6:00 for valet!	9/4/2015 11:16 AM
4	no, if i needed more than 2 hours i parked in a different spot or use Valet	9/2/2015 12:05 PM
5	Took my chances and stayed over two hours	9/2/2015 7:13 AM
6	Took my business elsewhere. Didn't want to have to worry about vacating my parking spot within the 2-hour timeframe.	9/1/2015 5:20 PM
7	Walk/Moped to downtown if planning on an evening/day out. Also have a beach parking sticker which I use.	9/1/2015 3:01 PM
8	No	9/1/2015 1:37 PM
9	Decreased my time in wayzata	9/1/2015 4:28 AM
10	Would have stayed downtown longer	9/1/2015 12:09 AM
11	didn't change my parking	8/31/2015 10:16 PM
12	Hasn't changed where I park. I throw the warnings and tickets away.	8/31/2015 9:56 PM
13	K	8/31/2015 8:32 PM
14	No	8/31/2015 4:48 PM
15	Avoid Wayzata now	8/31/2015 1:02 PM

City of Wayzata - Pilot Parking Project Survey

16	Parked in other places, walked from home	8/31/2015 12:36 PM
17	Yes	8/31/2015 8:33 AM
18	I have to move my car after two hours so I don't get a ticket (this is in the middle of my business transaction	8/30/2015 10:02 PM
19	Left town. Parking was full	8/30/2015 8:26 PM
20	Felt rushed	8/30/2015 2:49 PM
21	sometimes go to restaurants around Ridgedale instead of Wayzata because parking tickets are so high.	8/30/2015 2:13 PM
22	Keep moving or come at 4	8/30/2015 1:27 PM
23	It has greatly affected my customers	8/30/2015 11:19 AM
24	we participated in the garage parking for employees	8/25/2015 3:40 PM
25	R	8/22/2015 1:41 AM
26	no, usually my stops are 2 hours or less	8/21/2015 8:47 AM
27	Hoped for the best, parked for extended time.	8/8/2015 1:28 PM
28	If I planned to stay more than two hours, I parked off-street	8/4/2015 8:13 AM
29	no	8/3/2015 2:55 PM
30	Did not affect it	8/3/2015 2:00 PM
31	No	8/3/2015 12:37 PM
32	No Change in parking habits	7/31/2015 2:23 PM

Q17 Would you like to see enforcement of the 2-hour on-street parking continued?

Answered: 127 Skipped: 58



Answer Choices	Responses	
Yes	34.65%	44
No	65.35%	83
Total		127

City of Wayzata - Pilot Parking Project Survey

Q18 Do you have any additional comments about the 2-hour on-street parking enforcement?

Answered: 66 Skipped: 119

#	Responses	Date
1	Stop the no parking after 2:00 AM!!	9/15/2015 8:47 PM
2	I like it. Many non residents come to the docks only to leave on a boat. They should not take up parking spots all day.	9/14/2015 2:24 PM
3	Two hour parking curtailed my overall experience in Wayzata. I could not get my hair/nails done AND shop or eat. Horrible idea	9/8/2015 12:26 PM
4	Wayzata used to be a charming place to meet. With the parking restrictions and valet costs it is no longer fun or inviting. I have been to Naples FL and the valet parking is free at one of the highend malls. The only cost is tips. The parking situation and the changed implemented changes the whole feel of the town and is much less inviting! Very Sad	9/4/2015 11:16 AM
5	it's a good idea	9/2/2015 12:05 PM
6	This makes it challenging for residents to come and patronize Wayzata	9/1/2015 10:21 PM
7	Make the public valet more noticeable...is this the Cov valet?	9/1/2015 9:17 PM
8	Two hour limit during the business day	9/1/2015 8:11 PM
9	Parking is tough, and I see why you don't want someone who is ditching their car and boating all day taking up a spot from a shopper or restaurant goer.	9/1/2015 7:30 PM
10	I would rather see the police monitoring what is going on in the beach area vs chalking tires on \$80k cars.	9/1/2015 6:01 PM
11	Discard.	9/1/2015 4:00 PM
12	2 hours is not long enough to have dinner....limits are fine (4 hours), but 2 hours discourages people from visiting DT Wayzata.	9/1/2015 3:12 PM
13	I believe this is a short term solution for a much larger issue. As Wayzata becomes a larger destination parking will continue to be a problem - limiting people to two hours will only frustrate patrons and I do not believe it ultimately solves the issue of having too little parking.	9/1/2015 3:01 PM
14	Having a meal in Wayzata takes up both hours so less time to shop...which one does the city want us to do...shop or eat?	9/1/2015 2:39 PM
15	Hard to have a nice dinner in under 2 hours especially if there is a wait for a table when first arriving.	9/1/2015 8:52 AM
16	I have always found a parking spot in Wayzata, no matter what time of day. You just need to know where to look!	9/1/2015 6:26 AM
17	I think there should be fewer 2 hour parking spots. I also think there should be more handicapped accessible parking. Especially in the area in front of McCormicks and on the north side of Lake Street in between the blocks of Superior to Walker. With Folkstone, we need a bit more accessibility in downtown Wayzata. (I am not a Folkstone resident, I have been a homeowner near the post office for nearly fifteen years.)	8/31/2015 10:59 PM
18	My visits to downtown Wayzata average more than two hours, and there is not always off street parking available so I park at the first available location, on or off street with no regard for restrictions.	8/31/2015 9:56 PM
19	Way too short. 2 hours is not enough time to enjoy Wayzata and support local restaurants and shops. The police enforcement is disruptive, inappropriate, and discourages people from supporting Wayzata businesses. Try thinking of ways to attract customers to Wayzata, not ways to anger them and turn them away.	8/31/2015 8:59 PM
20	Stop 2 hour parking at 8pm. Now people park at about 4 and can stay allnight. We need more turning over of cars nor less.	8/31/2015 8:55 PM
21	It has become much too difficult to find easy parking down town Wayzata. Paying for parking is ridiculous.	8/31/2015 7:39 PM
22	I don't like it...I miss "the old Wayzata" when parking was not a problem. :(	8/31/2015 7:26 PM
23	Bigger issue is lack of parking overall, so 2 hour limits that further. Do you really only want to encourage quick stops, or longer term shopping and dining??	8/31/2015 6:53 PM

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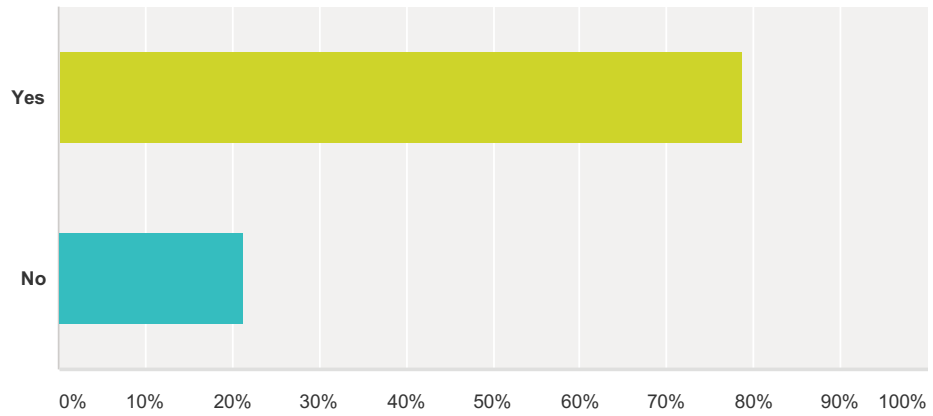
24	Made me limit the time I spent out and I felt stressed to remain on time so I didn't get a ticket. Doesn't make time enjoyable just reminds you to stay on track when you're trying to have a good time.	8/31/2015 6:06 PM
25	It is good, but when you have dinner planned, and NO OTHER Parking available ANYWHERE you park on the street and go out and move it. This is not NYC, and the city needs MORE PARKING. Free parking, this is a community, not downtown. I do not go downtown on weekends due to lack of any parking.	8/31/2015 4:31 PM
26	This new project has now forced my family to enjoy eating and shopping in other communities in the area. Very unfortunate for the businesses that count on families like mine to survive.	8/31/2015 4:10 PM
27	I find it a bit annoying seeing the parking signs everywhere around town. It seems like we have "Why-parka" - I have never had trouble finding parking. Do you have to walk a bit sometimes? Sure. It is it an inconvenience? Not at all. Sometimes there is something to be said for a city to be busy. We have become popular. We are a destination. Think 50th and France. To spend millions on a parking garage is crazy.	8/31/2015 3:25 PM
28	Please leave our beautiful town alone. The parking situation on street has never been a problem and is not currently a problem.	8/31/2015 1:16 PM
29	Stop this nonsense. The cops are like sharks rather than protecting and serving they are out to enforce now. Not a good face for Wayzata	8/31/2015 1:02 PM
30	I think it should be limited - yes, it is nice to have the actual on street spots not taken up by people going out on the lake all day, I like to be able to park once and go to more than one shop or restaurant. One nice dinner in town takes more than 2 hours for sure.	8/31/2015 12:36 PM
31	You can make fewer 2 hour spots if it's been an issue but it's nice not having employees park in the spots to leave for short term visitors. Most people can eat in 2 hours but maybe make all or some 3 if that's the issue	8/31/2015 10:30 AM
32	You need to up the time limit please!	8/31/2015 8:33 AM
33	This is a terrible plan. Remove the limitation & keep the valet service for those who wish to use it.	8/31/2015 1:37 AM
34	It is too short. If you feel you need a limit, it should be 3 hour	8/30/2015 10:28 PM
35	It's bad for business and horrible for customers. Who wants to shop in wayzata when there is the risk of getting a parking ticket while you are getting your hair cut and colored and having a manicure done. I don't want to have to move my car either when I'm enjoying brunch at Giannis or dinner at Sakana. Stupid stupid rule.	8/30/2015 10:02 PM
36	This is not working	8/30/2015 9:55 PM
37	please see my previous comments I think 2 hr parking is a terrible idea	8/30/2015 9:45 PM
38	Need more parking	8/30/2015 8:26 PM
39	Two hour parking isn't a long enough time to eat dinner and enjoy a night in Wayzata.	8/30/2015 8:00 PM
40	2 hours is not long enough for the amount of time it takes to go to a nice restaurant and walk around a bit. 3 or 4 hours would be more realistic	8/30/2015 3:53 PM
41	3-HOUR WOULD BE BETTER	8/30/2015 3:03 PM
42	2 hours is not enough time to dine in a crowded restaurant and enjoy yourself!	8/30/2015 2:49 PM
43	Have heard visitors aren,t happy. They come here to spend time but have to move in 2 hr, usually leave cause can't find another. Real good for business	8/30/2015 1:27 PM
44	silly rule. we encourage people to utilize Wayzata and shop, eat, play local but penalize them if they take more than 2 hours.	8/30/2015 12:11 PM
45	I feel it is not business friendly and makes it to be a hassle to come to Wayzata. Enjoying dinner with friends isn't as enjoyable having to worry about getting a ticket!	8/30/2015 12:09 PM
46	Ramp	8/30/2015 11:58 AM
47	I want to know why there is 2 hour parking adjacent to every business in Wayzata except the Muni parking lot.	8/30/2015 11:19 AM
48	I think 3 hours is better if someone wants to eat and shop	8/25/2015 10:36 PM
49	it should be enforced	8/25/2015 3:40 PM
50	No	8/21/2015 8:07 PM
51	I want to be able to come to Wayzata and park my car and leave it. I don't like having to move my car when I'm in the middle if something	8/21/2015 6:33 PM

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52	It should be longer for the people who would like to dine and shop. It's potentially making pore leave and could pose a loss of revenue to local businesses.	8/21/2015 10:44 AM
53	My wife and I frequent downtown Wayzata. We have a boat slipped at Boat Works in front of 6Smith. The new parking regs have made it more challenging to entertain on our boat. Our guests that we entertain on our boat end up shopping in Wayzata, eating downtown, enjoying the walk ways along the water, go get ice cream with us etc. We are not trying to be greedy and make it most convenient for ourselves but rather share our concerns that our guests are not frequenting the local businesses as much due to the 2 hour time crunch.	8/21/2015 9:06 AM
54	We have a boat at BoatWorks and due to the 2 hour parking it has created some additional parking headaches for us in the boat works lot.	8/21/2015 8:49 AM
55	It is stupid	8/17/2015 2:14 PM
56	when working more than two hours I never park there, but if shopping or dining I do	8/11/2015 12:17 PM
57	It is impossible to eat at one of the restaurants , which we do at least once a week, and get out in two hours. If 2 hour parking is enforced and we get a ticket we will probably go to Excelsior, which is closer and a lot easier to get to anyway!	8/8/2015 1:28 PM
58	It does help eliminate all-day use of the key parking spots	8/8/2015 10:19 AM
59	needs to be changed to 3 hours. very hard to eat at night in 2 hours. Also, hard to shop and eat during the day in 2 hours.	8/7/2015 4:16 PM
60	There was no mention of no overnight parking during the initial discussion of this project. Suddenly, there was no way to leave a vehicle on the street if someone needed to do so--as an example take a car to a restaurant, and take a cab home to avoid a dui. Banning overnight parking seems to coerce people into driving under the influence--additionally, the next day the 2 hour enforcement would come back into effect. Let's use some common sense and allow our visitors and guests the opportunity to get a safe and sober ride home without issuing a ticket or towing their car. Same goes for the boating on the lake--no discussion of parking there, and all of a sudden parking regulations that never existed are up. Come on!	8/3/2015 2:55 PM
61	Should be increased to 3 or 4 hours.	8/3/2015 1:50 PM
62	Should be 3-4 hour parking.	8/3/2015 12:37 PM
63	Too many signs that create sign pollution along the sidewalks	8/3/2015 11:26 AM
64	I would like to see enforcement on Lake St. but it isn't as necessary on Broadway because everyone goes into the Mill Street lot.	8/3/2015 7:43 AM
65	2 hour parking will take more hours on enforcement than what will be gained by it and potential customers will be "turned off".....	7/31/2015 2:23 PM
66	Would like to see it lightly enforced!	7/31/2015 1:44 PM

Q19 Are you aware of the summer trolley service in Wayzata?

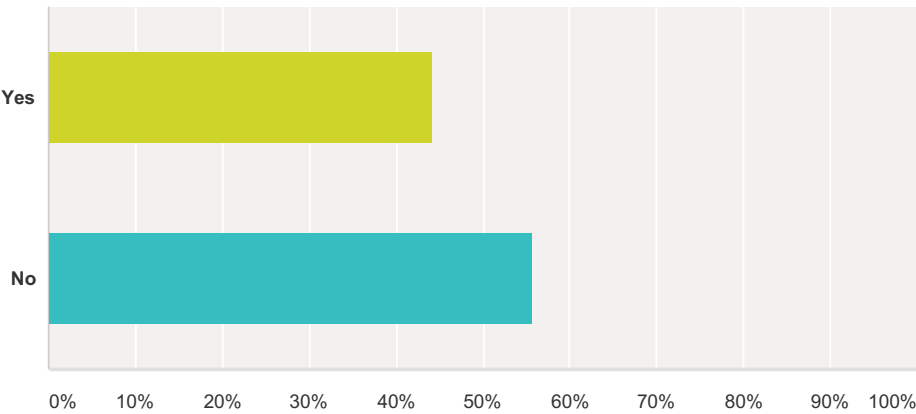
Answered: 169 Skipped: 16



Answer Choices	Responses	
Yes	78.70%	133
No	21.30%	36
Total		169

Q20 Are you aware of the July Wednesday evening trolley service?

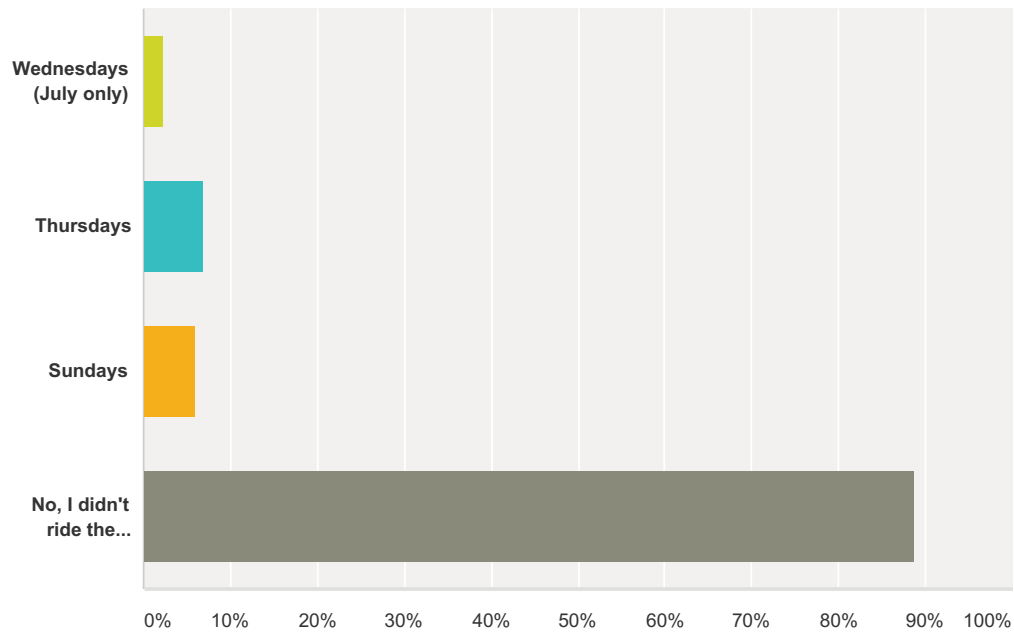
Answered: 124 Skipped: 61



Answer Choices	Responses	
Yes	44.35%	55
No	55.65%	69
Total		124

Q21 Did you ride the Trolley? Check all that apply.

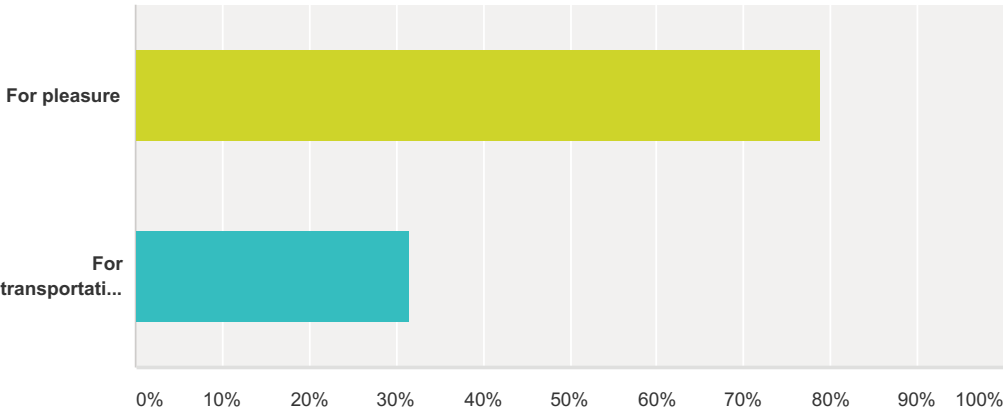
Answered: 132 Skipped: 53



Answer Choices	Responses
Wednesdays (July only)	2.27% 3
Thursdays	6.82% 9
Sundays	6.06% 8
No, I didn't ride the trolley.	88.64% 117
Total Respondents: 132	

Q22 If you rode the trolley, did you ride:

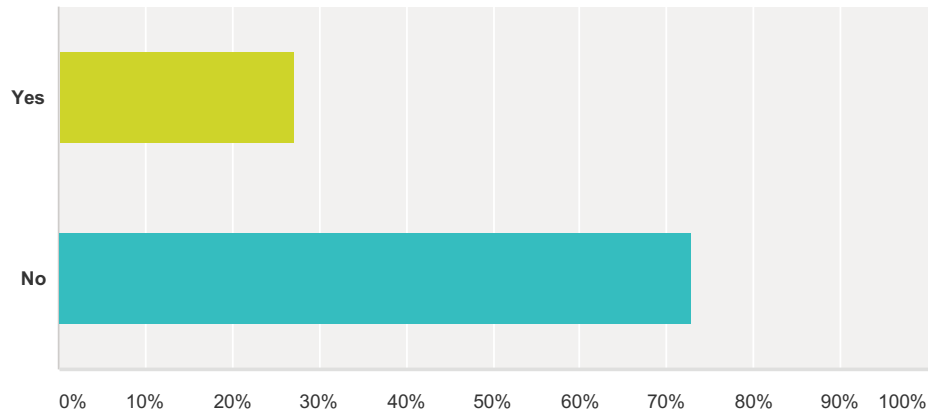
Answered: 19 Skipped: 166



Answer Choices	Responses	
For pleasure	78.95%	15
For transportation to a location(s)	31.58%	6
Total Respondents: 19		

Q23 Would you ride the trolley to get around in the future?

Answered: 125 Skipped: 60



Answer Choices	Responses	
Yes	27.20%	34
No	72.80%	91
Total		125

City of Wayzata - Pilot Parking Project Survey

Q24 Do you have any comments about the Trolley service?

Answered: 45 Skipped: 140

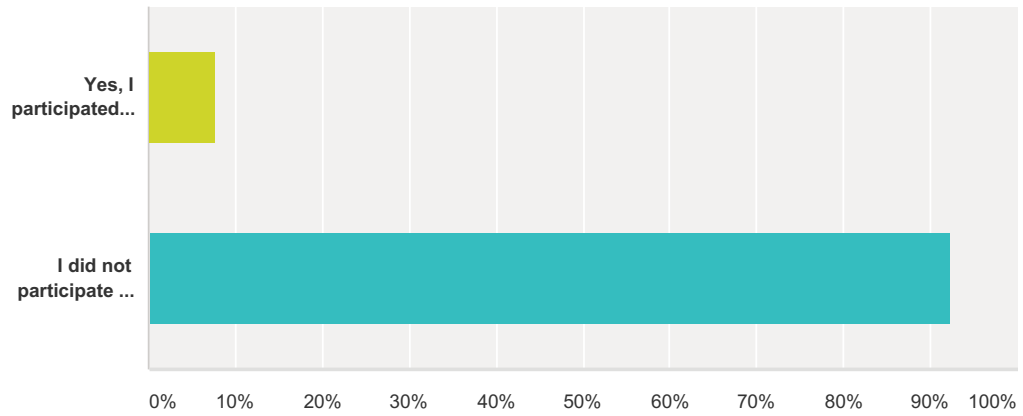
#	Responses	Date
1	It was disappointing to have such limited hours	9/9/2015 10:20 PM
2	Evenings would be nice. I work and would like to take the kids on nightly walks or rides. What about Saturday's?	9/9/2015 1:51 PM
3	A real positive for the community and a draw for visitors	9/8/2015 1:44 PM
4	I had no idea how long I was going to have to wait for the Trolley so I just walked.	9/8/2015 12:27 PM
5	Wish it stopped at all stops on Wednesday in July, not just down lake street. As a resident I walk to downtown locations and with parking limits this is s great option.	9/1/2015 8:32 PM
6	Its nice for out of towners	9/1/2015 7:38 PM
7	If it would pick up in neoghborhoods, we would use it, but why drive to Walgreens to get on the trolley headed to the depot?	9/1/2015 6:03 PM
8	It's more of a novelty for kids, not something my adult friends & I want to use	9/1/2015 3:13 PM
9	If Trolley ran more frequently or was part of a shuttle to downtown that could be an alternative way to get people around. But in winter it would be too cold for me to consider riding.	9/1/2015 8:53 AM
10	Glad to have it back	9/1/2015 8:44 AM
11	Needs to be promoted and better for tourists not local consumers.	9/1/2015 7:32 AM
12	Why so early on a Sunday?	9/1/2015 12:10 AM
13	I would use the trolley if it ran on a regular schedule and their were more neighborhood stops.	8/31/2015 11:00 PM
14	I think it's a great program that with more publicity could be used more broadly.	8/31/2015 10:17 PM
15	Great for kids with Nannies and old ladies on rainy days. Doesn't help with the times I typically visit downtown Wayzata.	8/31/2015 9:58 PM
16	Fun for my kids, not otherwise useful.	8/31/2015 9:00 PM
17	The Trolley takes too long - too many stops. It takes 40 minutes for a round trip.	8/31/2015 8:52 PM
18	The trolley is fun for the kids - I don't see it a mode to get around town. I can walk.	8/31/2015 3:26 PM
19	I don't find it very useful - I would really have to change the way I think about getting around, but I doubt I would wait at Walgreens just to go down the hill. I also am unsure about the timing of the trolley rides.	8/31/2015 12:38 PM
20	The trolley is nice but it's really for people that are new to Wayzata and don't really know the town.	8/31/2015 8:35 AM
21	Not practical for older people	8/31/2015 6:04 AM
22	I like to park and walk	8/30/2015 3:54 PM
23	ADD MORE TROLLEYS	8/30/2015 3:04 PM
24	No	8/30/2015 1:45 PM
25	Great for kids and old people Has nothing to do with parking	8/30/2015 1:28 PM
26	not a real solution	8/30/2015 12:12 PM
27	Two days a week is not enough presence of the Trolley for to have any impact at all.	8/30/2015 11:19 AM
28	Very few riders. Cost is extremely high.	8/25/2015 10:37 PM
29	I work daily and it would not help me	8/25/2015 3:41 PM
30	I feel the Trolley is more a tourist attraction than a genuine part of transportation. It is too slow (with numerous stops) to be useful as transportation. Two days a week is also not enough to make it a routine transportation alternative.	8/24/2015 2:39 PM
31	Why?	8/21/2015 5:33 PM

City of Wayzata - Pilot Parking Project Survey

32	I think it is charming, adds to ambience of downtown Wayzata	8/21/2015 8:48 AM
33	Am handicapped and could not get on it!	8/15/2015 10:30 AM
34	it's a nice touch for visitors	8/8/2015 10:19 AM
35	not need our end of town	8/7/2015 4:17 PM
36	Make the schedule more well known. Post at each pick up location	8/7/2015 11:11 AM
37	I have no trouble parking	8/4/2015 8:13 AM
38	two days of service during the day does not help with parking, the wed evening concert series actually helps to relieve parking congestion	8/3/2015 2:59 PM
39	no	8/3/2015 2:56 PM
40	It is great for the community.	8/3/2015 2:01 PM
41	I have used this service with my Granddaughters to visit the library and the beach. They find this something that they don't have in their town. I personally have used the trolley to visit the parks and friends.	8/3/2015 12:00 PM
42	Great part of Wayzata. Love it as an alternative to get around town.	8/3/2015 11:27 AM
43	The trolley isn't timed conveniently to ride as a quick way to get around town. It needs more central stops rather than 16 spaced out stops. It serves only the senior apartments more than the people that drive. If you are using the trolley to help with parking this isn't going to attract drivers because it isn't designed for stops for drivers of where they would want to stop and they don't want to wait an hour before the trolley comes back to get them.	8/3/2015 7:51 AM
44	Trolley is a good tourist item but does nothing to change parking habits of customers of the retail.	7/31/2015 2:24 PM
45	Preferred the old trolley schedule where you knew you only had to wait a half hour max and it was an every day occurrence.	7/31/2015 1:46 PM

Q25 Did you participate in Designated Employee Parking?

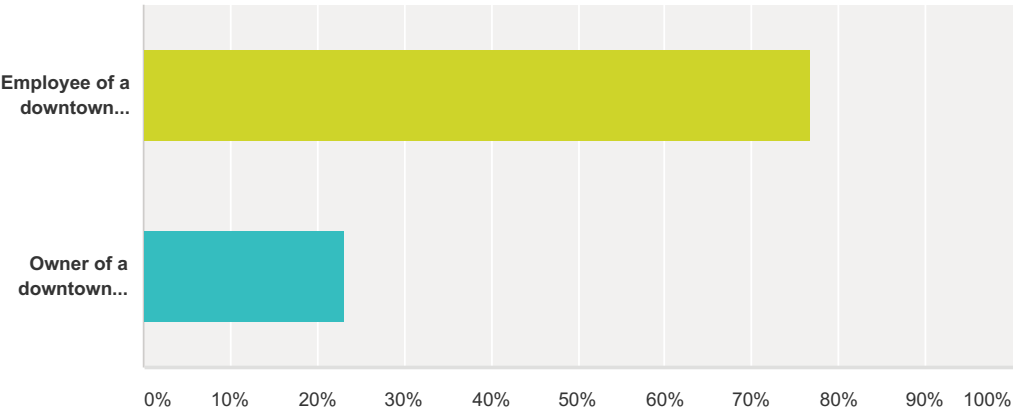
Answered: 167 Skipped: 18



Answer Choices	Responses	
Yes, I participated in the Designated Employee Parking.	7.78%	13
I did not participate in the Designated Employee Parking	92.22%	154
Total		167

Q26 Please check which applies to you:

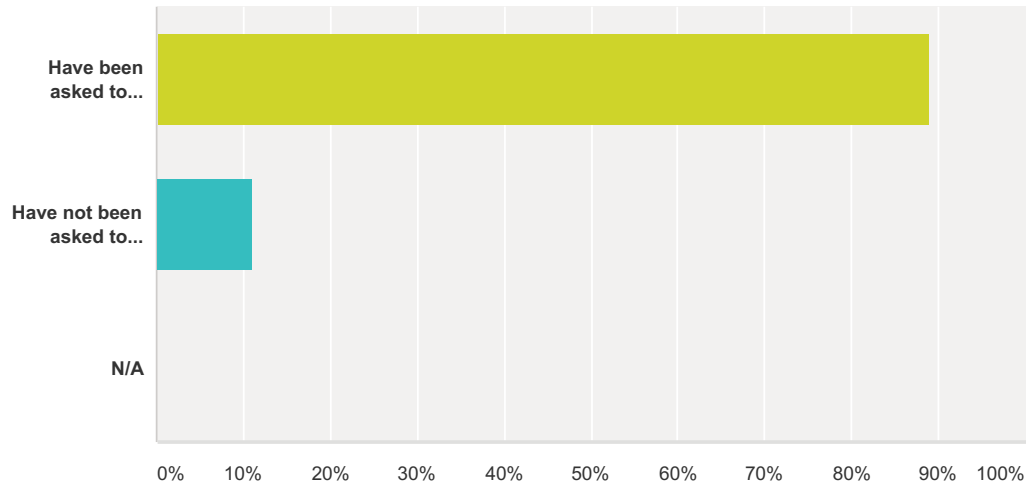
Answered: 13 Skipped: 172



Answer Choices	Responses	
Employee of a downtown Wayzata business	76.92%	10
Owner of a downtown Wayzata business or property	23.08%	3
Total		13

Q27 Which of the following applies to you?

Answered: 9 Skipped: 176

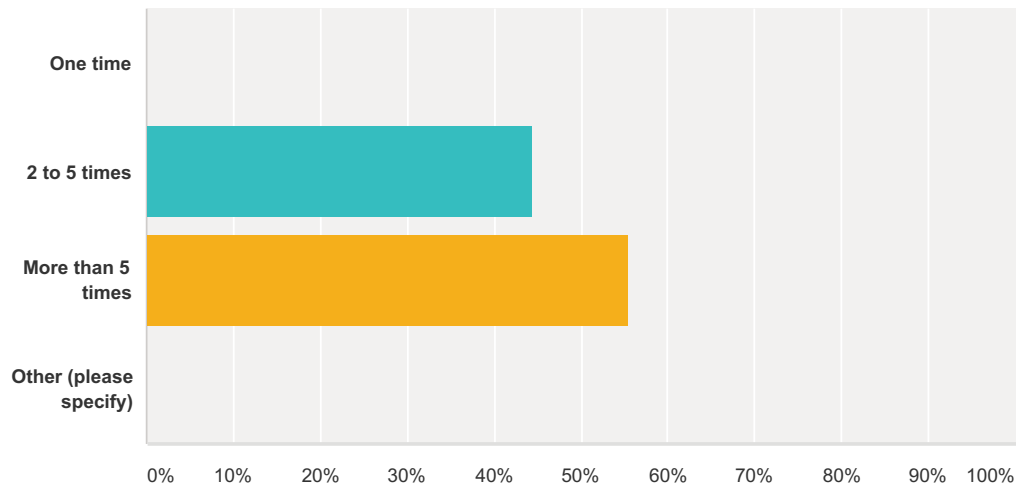


Answer Choices	Responses	
Have been asked to participate in the Designated Employee Parking Pilot	88.89%	8
Have not been asked to participate in the Designated Employee Parking Pilot	11.11%	1
N/A	0.00%	0
Total		9

#	Comments	Date
	There are no responses.	

Q28 How often have you used the designated employee parking?

Answered: 9 Skipped: 176

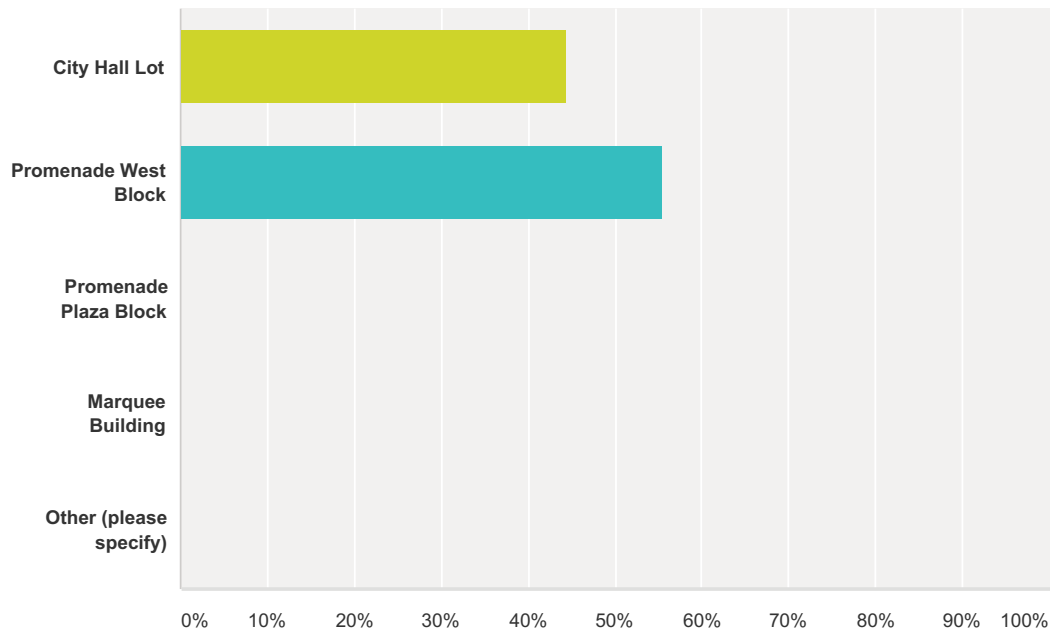


Answer Choices	Responses
One time	0.00% 0
2 to 5 times	44.44% 4
More than 5 times	55.56% 5
Other (please specify)	0.00% 0
Total	9

#	Other (please specify)	Date
	There are no responses.	

Q29 In which designated employee lot did you park?

Answered: 9 Skipped: 176

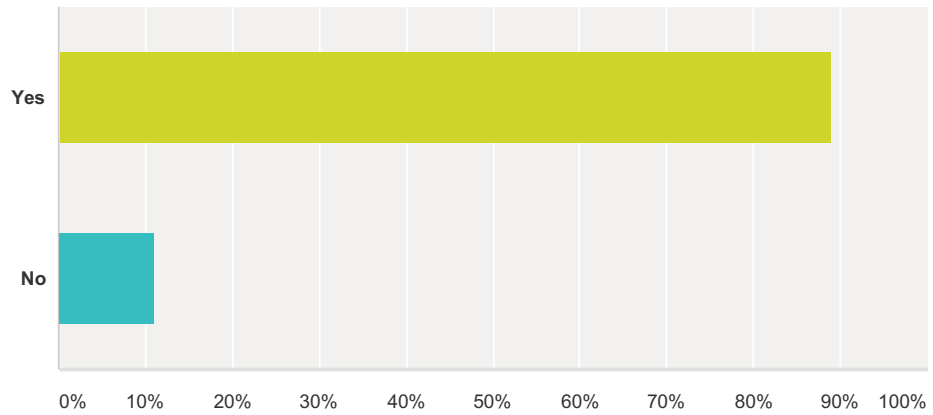


Answer Choices	Responses
City Hall Lot	44.44% 4
Promenade West Block	55.56% 5
Promenade Plaza Block	0.00% 0
Marquee Building	0.00% 0
Other (please specify)	0.00% 0
Total	9

#	Other (please specify)	Date
	There are no responses.	

Q30 Did you feel safe where you parked?

Answered: 9 Skipped: 176



Answer Choices	Responses
Yes	88.89% 8
No	11.11% 1
Total	9

#	Comments about safety concerns	Date
1	yes but was a little uncomfortable at night	8/21/2015 8:57 AM
2	No other cars around or people.	8/13/2015 12:10 AM

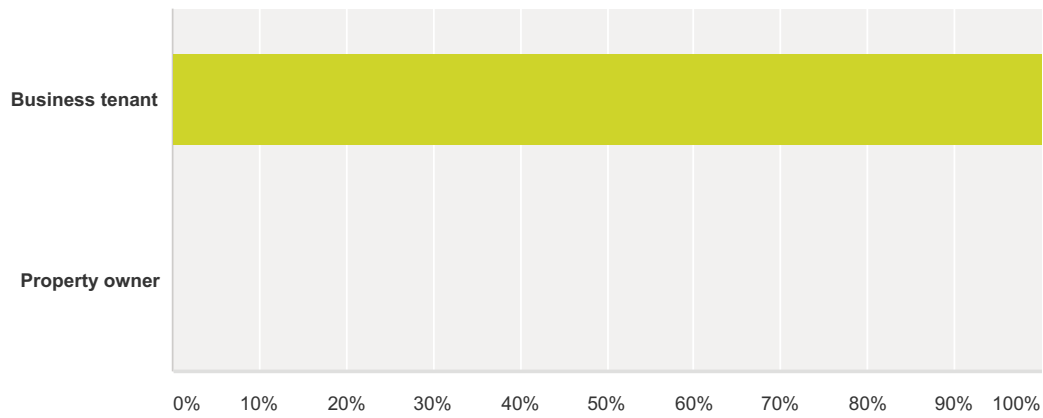
Q31 Do you have any additional comments about Designated Employee Parking?

Answered: 4 Skipped: 181

#	Responses	Date
1	It was just fine in the summer when it is light out until 9:00. No one wants to walk 3 to 5 blocks in the dark. We close at 8:00. A shuttle would be good for winter. It would have to be convenient. We would not want to wait more then 5 or 10 minutes between shuttles. The area would have to be well lit and out of the wind and snow.	8/25/2015 3:46 PM
2	Winter walking longer distances to parking is not appealing or waiting to ride the trolley to then walk to parking is not appealing either	8/21/2015 8:57 AM
3	In winter, there should be a shuttle	8/12/2015 6:17 PM
4	would be a bummer in the winter ice and snow or when dark at 5	8/11/2015 12:18 PM

Q32 Are you a business tenant in downtown or property owner?

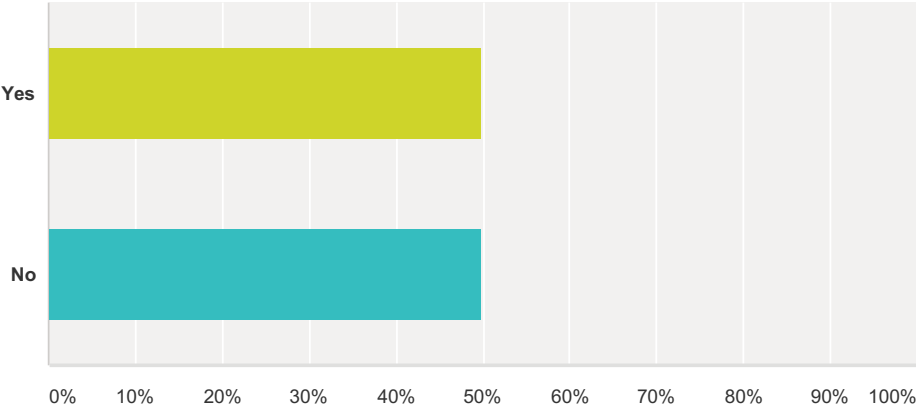
Answered: 3 Skipped: 182



Answer Choices	Responses	
Business tenant	100.00%	3
Property owner	0.00%	0
Total		3

Q33 Have you seen a positive result in terms of on-street parking being more available to your customers?

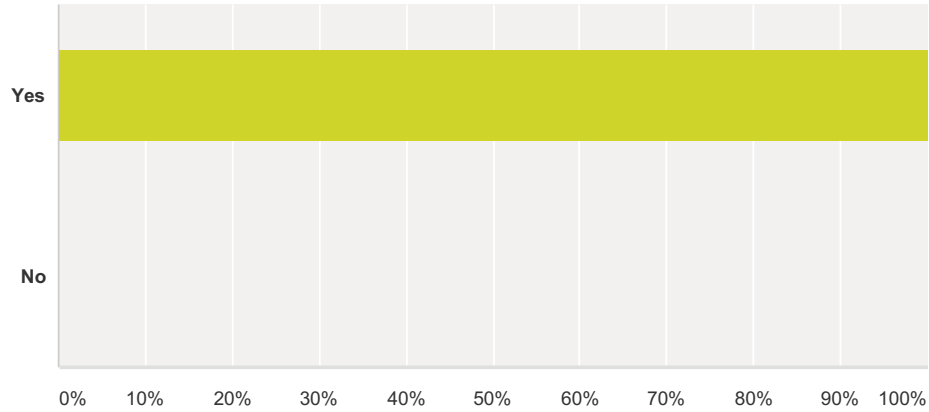
Answered: 2 Skipped: 183



Answer Choices	Responses	
Yes	50.00%	1
No	50.00%	1
Total		2

Q34 Did the enforcement of the 2-hour parking change where employees or customers park for your business?

Answered: 2 Skipped: 183

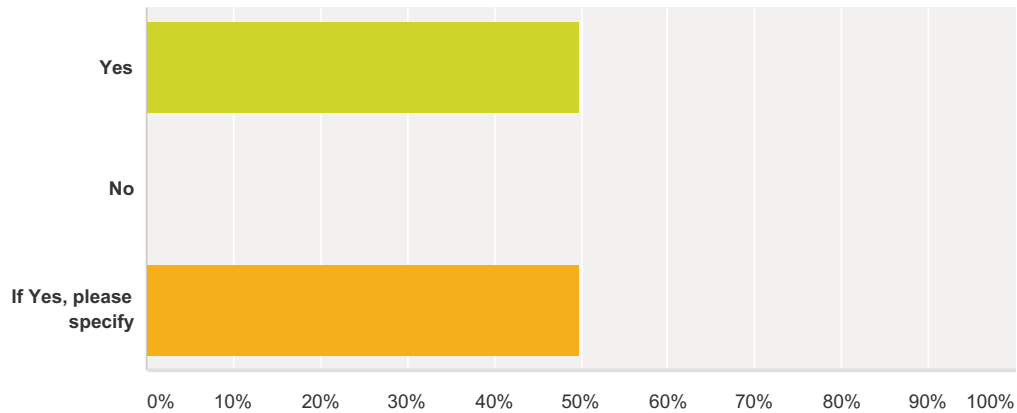


Answer Choices	Responses
Yes	100.00% 2
No	0.00% 0
Total	2

#	If Yes, please specify	Date
	There are no responses.	

Q35 Have your customers or employees commented on the enforced 2-hour on-street parking pilot?

Answered: 2 Skipped: 183

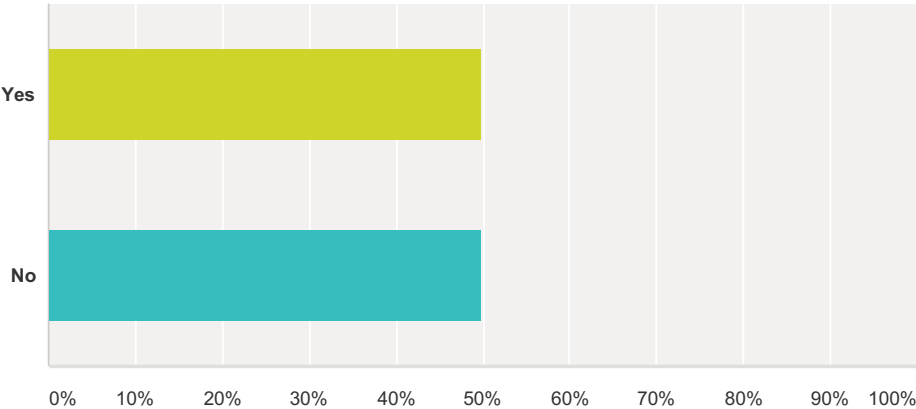


Answer Choices	Responses
Yes	50.00% 1
No	0.00% 0
If Yes, please specify	50.00% 1
Total	2

#	If Yes, please specify	Date
1	frees up more key parking spots for transacting business	8/8/2015 10:26 AM

Q36 Would you like to see enforcement of the 2-hour on-street parking continued?

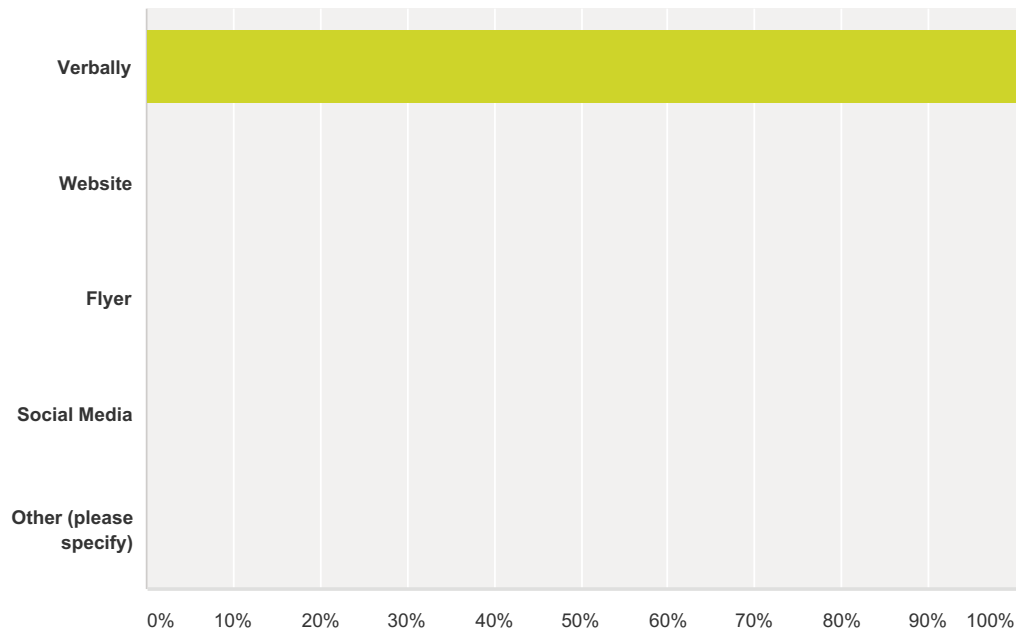
Answered: 2 Skipped: 183



Answer Choices	Responses	
Yes	50.00%	1
No	50.00%	1
Total		2

Q37 Did you promote the Public Valet Service to your customers?

Answered: 1 Skipped: 184

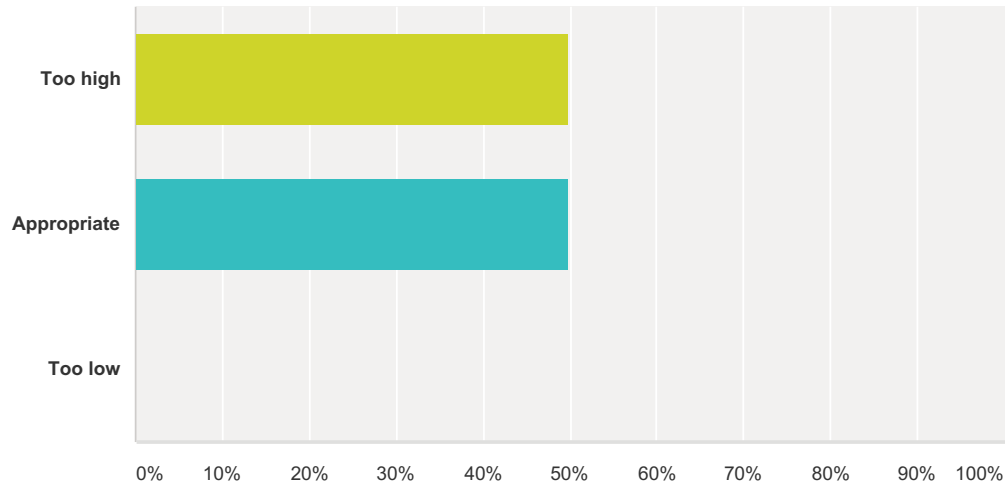


Answer Choices	Responses
Verbally	100.00% 1
Website	0.00% 0
Flyer	0.00% 0
Social Media	0.00% 0
Other (please specify)	0.00% 0
Total	1

#	Other (please specify)	Date
	There are no responses.	

Q38 Do you think the cost of \$6 is...

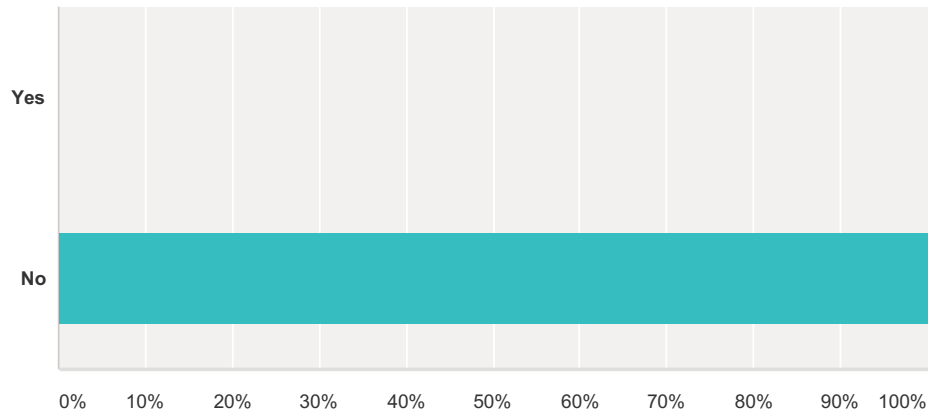
Answered: 2 Skipped: 183



Answer Choices	Responses	
Too high	50.00%	1
Appropriate	50.00%	1
Too low	0.00%	0
Total		2

Q39 Would you like to have a second public valet stand added?

Answered: 2 Skipped: 183

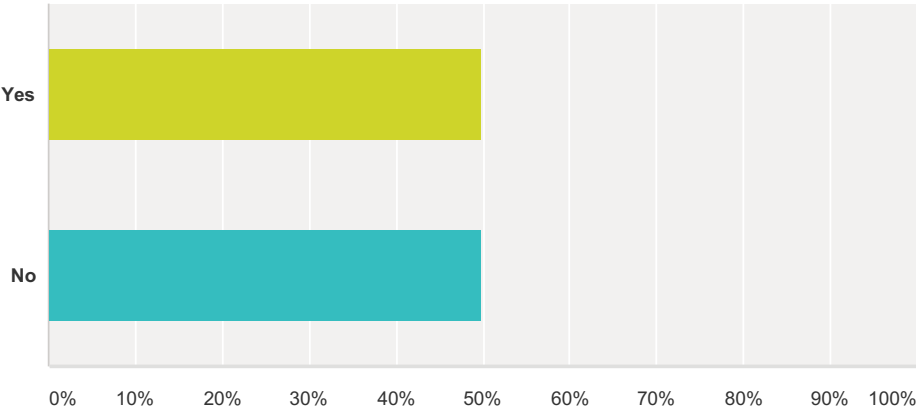


Answer Choices	Responses
Yes	0.00% 0
No	100.00% 2
Total	2

#	If Yes, where? (please specify)	Date
	There are no responses.	

Q40 Would you like to see the service continued?

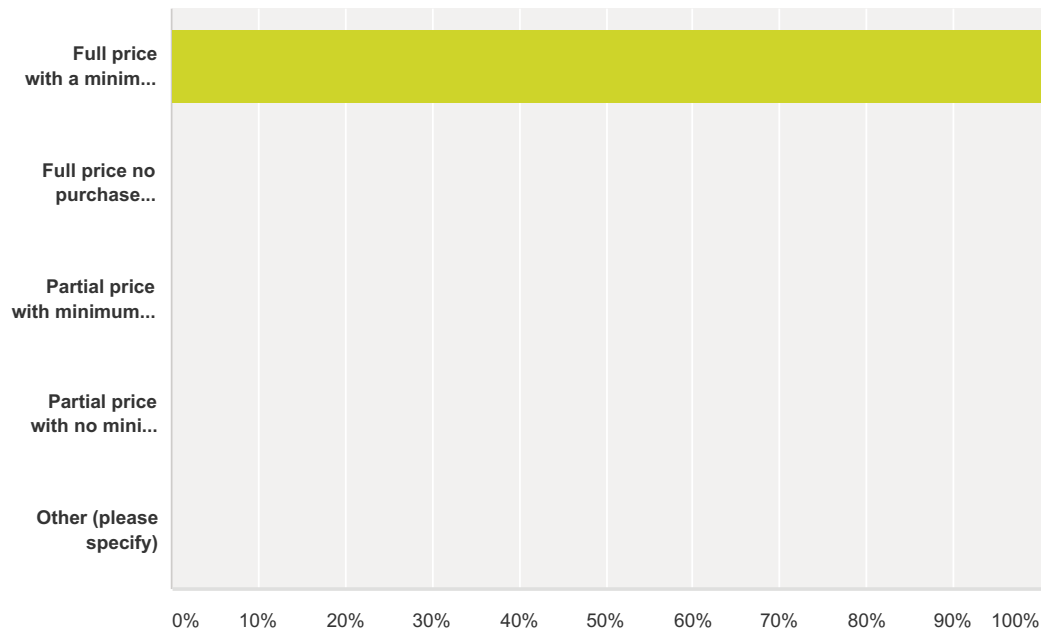
Answered: 2 Skipped: 183



Answer Choices	Responses	
Yes	50.00%	1
No	50.00%	1
Total		2

Q41 Would you subsidize the valet fee for your customer?

Answered: 1 Skipped: 184

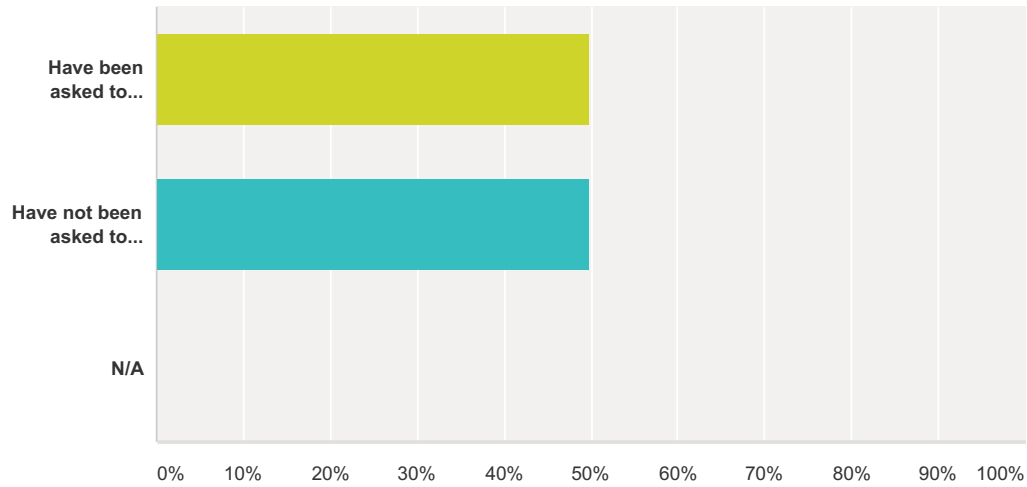


Answer Choices	Responses
Full price with a minimum purchase amount	100.00% 1
Full price no purchase required	0.00% 0
Partial price with minimum purchase amount	0.00% 0
Partial price with no minimum purchase amount required	0.00% 0
Other (please specify)	0.00% 0
Total	1

#	Other (please specify)	Date
	There are no responses.	

Q42 Which of the following applies to you?

Answered: 2 Skipped: 183

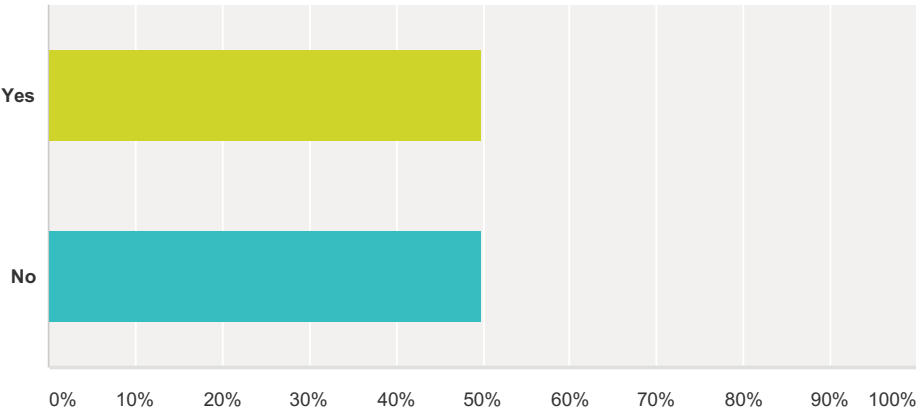


Answer Choices	Responses	
Have been asked to participate in the Designated Employee Parking Pilot	50.00%	1
Have not been asked to participate in the Designated Employee Parking Pilot	50.00%	1
N/A	0.00%	0
Total		2

#	Comments	Date
	There are no responses.	

Q43 Did you agree to participate?

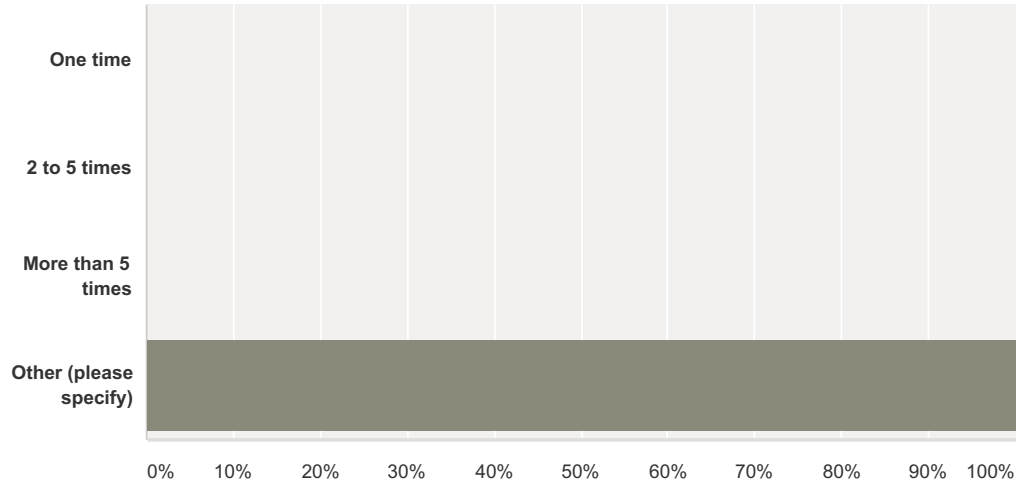
Answered: 2 Skipped: 183



Answer Choices	Responses	
Yes	50.00%	1
No	50.00%	1
Total		2

Q44 How often did you participate or encourage your employees to use the designated employee parking?

Answered: 1 Skipped: 184

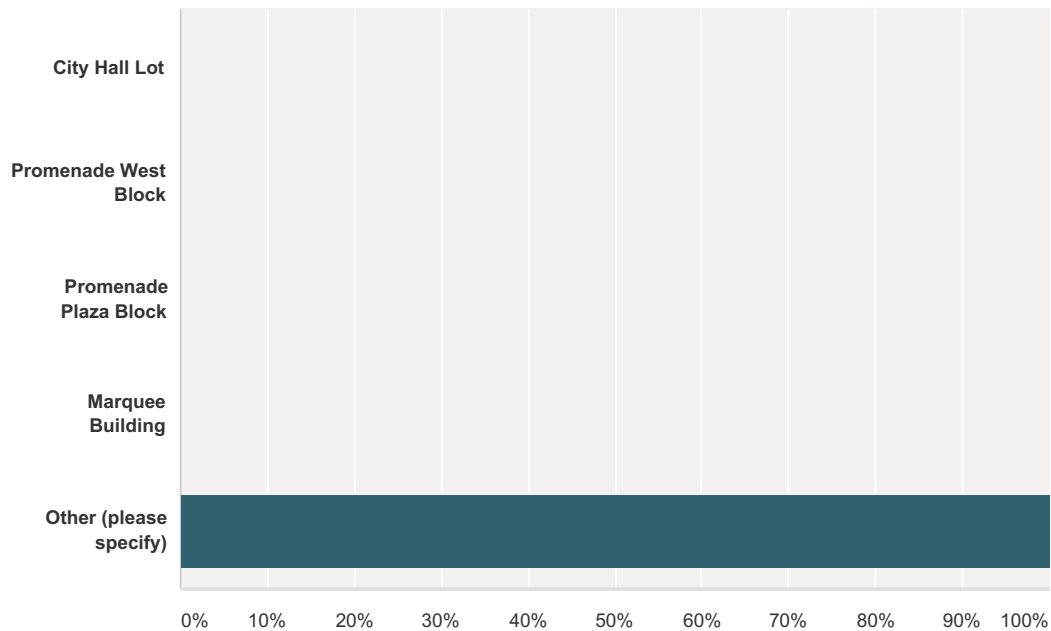


Answer Choices	Responses
One time	0.00% 0
2 to 5 times	0.00% 0
More than 5 times	0.00% 0
Other (please specify)	100.00% 1
Total	1

#	Other (please specify)	Date
1	all employees for 6 weeks	8/8/2015 10:26 AM

Q45 In which designated employee lot did you encourage your employees to park?

Answered: 1 Skipped: 184

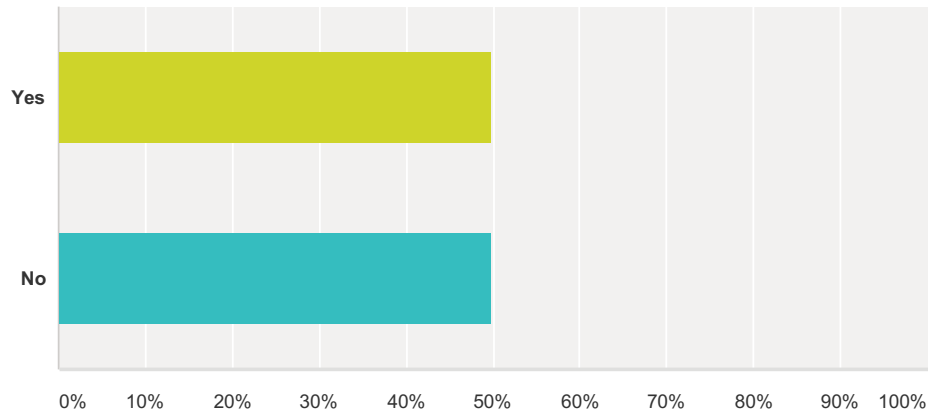


Answer Choices	Responses
City Hall Lot	0.00% 0
Promenade West Block	0.00% 0
Promenade Plaza Block	0.00% 0
Marquee Building	0.00% 0
Other (please specify)	100.00% 1
Total	1

#	Other (please specify)	Date
1	both City Hall and Plaza Block	8/8/2015 10:26 AM

Q46 Did your employees feel safe where you parked?

Answered: 2 Skipped: 183



Answer Choices	Responses
Yes	50.00% 1
No	50.00% 1
Total	2

#	Comments about safety concerns	Date
1	City Hall yes, 2nd floor of Plaza no because currently empty, especially later at night	8/8/2015 10:26 AM

City of Wayzata - Pilot Parking Project Survey

Q47 Do you have any other comments?

Answered: 59 Skipped: 126

#	Responses	Date
1	Stop giving Wayzata residents tickets for parking after 2:00 AM	9/15/2015 8:48 PM
2	I am very disappointed to stop to launch my boat at the launch by the Yacht Club and see that you have cut the trailer parking down from probably 15 to 5. It was nice to have that launch in town but now it is almost worthless due to this decision you have made to add sidewalks on BOTH sides of the street!	9/10/2015 10:13 AM
3	The busiest time of the year was an awful time to try this project. I've told every business that I thought this was a stupid thing to do. And, they encouraged me to fill out this survey. Those are my thoughts and I pray to GOD you don't continue this. The dumbest thing I've ever heard was people could not park on the street overnight. There are Uber cabs everywhere if you want to take a sober ride home and it appears that you are encouraging people to drink and drive - even if its around the corner to the parking ramp.	9/8/2015 12:29 PM
4	I hope that the growth of this town doesn't ruin its charm! It doesn't feel like enough thought went into the increased population and traffic/parking. The stoplight being used at Lake and Superior also wastes an enormous amount of time!! Should be left blinking except for special events.	9/4/2015 11:19 AM
5	good effort with all these initiatives.	9/2/2015 12:06 PM
6	How about trying angle parking on Lake St?	9/1/2015 9:48 PM
7	Advertise parking opportunities	9/1/2015 9:18 PM
8	I think 2 hour parking is difficult for businesses, and 3 hour might be a better option. However as a resident, I actually like an enforced parking limit, just think it needs to be longer.	9/1/2015 8:33 PM
9	Again, Wayzata needs handicap parking on the curbs closer to the restaurants/shops in front on the main street for an easier walk.	9/1/2015 7:40 PM
10	Downtown was hopping this summer! It's exciting to see so many people enjoying our town!	9/1/2015 7:31 PM
11	It's unfortunate that parking was such an afterthought in Wayzata. We cannot afford to struggle & lose business like this to keep up with other lake communities. Please work proactively instead of reactively on these types of things as Wayzata continues to grow. Thanks for all you do for Wayzata! We are a great city & need to push forward to be even better.	9/1/2015 3:16 PM
12	Glad to see the parking enforcement.	9/1/2015 1:38 PM
13	I am lucky enough that I live close enough to walk to work. The cold winter months might be a different story.	9/1/2015 11:40 AM
14	If you have Valet it should be promoted better and maybe build "Noticeable" Valet Depot in a convenient location. I am willing to walk in the summer but not in the winter. Heaters on the streets would help!	9/1/2015 7:36 AM
15	There are very few times in the year that (mostly summer) that parking is a problem. We DO NOT need a 9/10 million dollar ramp on Mill Street. Plenty of parking on 2nd floor of the Carish building and Pres Homes	9/1/2015 6:33 AM
16	We need parking on the east end of Lake Street Long with an extension of restaurants and shops so all of Lake Street is being utilized. The bike parking at the beach is dangerous and should be relocated to a quieter area. Too many bicyclists in the parking lot with very little regard for vehicles trying to park. Our local community needs to be able to safely access our local beach and parks.	8/31/2015 11:03 PM
17	I have not experienced there being a shortage of parking. There is typically plenty of parking up Broadway or around the corner from Lake Street. You really only have to be able to walk a block to find parking.	8/31/2015 10:19 PM
18	I am not opposed to using off street parking, but there are frequently times when neither street or off street parking are available within 3-4 blocks of my destination. May seem like complaining, but not an expectation for the suburbs, rather an expectation for Urbam areas.	8/31/2015 10:00 PM
19	Parking needs to be improved. Those of us that are Wayzata residents have a hard time even visiting the local businesses.	8/31/2015 9:34 PM

City of Wayzata - Pilot Parking Project Survey

20	The valet parking service is a disaster. The valet drivers are reckless, and still park in spots that would be used by other drivers. Having a valet in no way creates more parking spots in Wayzata, but it does increase dangerous traffic congestion at the corner of Lake and Broadway. It is also misleading to advertise a public valet that costs money. In addition, the location of the valet is an unfair market advantage to COV restaurant being at its front door. I question how Dean Vlahos managed to arrange this preferential treatment from the City. I recommend completely discontinuing the city involvement with the valet parking and instead focus on increasing the number of parking spots. I think a 4 hour parking limit would be a minimum needed to encourage people to enjoy Wayzata. Also less enforcement would be better. Marking tires and giving tickets does not welcome people to town.	8/31/2015 9:17 PM
21	I personally don't not have a problem with parking and I spend a lot of time in downtown Waz. I think it is way overblown.	8/31/2015 8:58 PM
22	The city of Wayzata has permanently changed the appeal of downtown Wayzata, turning it into a overpopulated small town, busting at the seams. The new bulging on the east side of town is a monstrous disaster.	8/31/2015 7:42 PM
23	Don't punish long-time residents for new restaurants and development. I don't mind valet parking for a fancy restaurant but I do mind lack of parking or time limited parking for my other visits into town.	8/31/2015 7:27 PM
24	Great town, but not enough parking, and it is going to get MUCH worse. Sad state of the town. Poor planning.	8/31/2015 4:31 PM
25	Please don't build a parking ramp at Mill Street. When the valet boys are parking less than a block away from the restaurant- it tells me there is plenty of parking	8/31/2015 3:27 PM
26	Both times I went to the county they threw my tickets away with zero fine. Too much confusion in Wayzata.	8/31/2015 1:03 PM
27	I love Wayzata and all of its charming shops and restaurants, but feel that the 2 hour parking is quite restrictive.	8/31/2015 12:38 PM
28	I've had my business in Wayzata for 11 years and last year was so bad! Wayzata is a wonderful town and adding many great new restaurants but not paying enough attention to parking for cars and boats as well! I've said this before at a city hall meeting that we should have put a parking structure/ramp in the parking lot when the Muni moved over into our parking lot! Parking is the very big issue in Wayzata thank you, Susan ESalon	8/31/2015 8:48 AM
29	Sell the land next to the Muni to a parking lot company and let them build a ramp!	8/31/2015 6:05 AM
30	It's impossible to park in downtown Wayzata any evening or weekend	8/30/2015 10:54 PM
31	So many of us are long time customers. We are at restaurants for 3+ hours many f bit most times. Sometimes 4 hours between a couple businesses.	8/30/2015 10:29 PM
32	Remove the two hour parking ban. Build another municipal parking ramp to handle the increased parking needs.	8/30/2015 10:04 PM
33	Why did you ruin the muni menu?	8/30/2015 9:55 PM
34	Chnage the 2 hr limit if you want people to stay and enjoy shopping and eating in Wayzata!!!!!! It does NOT give people enough time!!!!!!	8/30/2015 9:46 PM
35	2 hr parking is not long enuf. You need to get additional parking	8/30/2015 8:27 PM
36	Wayzata is one of the few place to visit where you don't have to worry about parking, why change it now? you closed hwy 101, that hurt the city enough, why would you pour more salt on the wound?	8/30/2015 5:20 PM
37	It can be hard to find good parking spots, especially for someone like me who has a little bit of a physical limitation, but not enough for a handicap sticker.	8/30/2015 3:55 PM
38	I no longer go to Wayzata. The only restaurant I go to is Gianni's and my visits there are getting less and less. Not a fan of the traffic, parking hassles, oh can you put in one more nail salon please? There aren't enough. Poor city planning and loss of Wayzata feel, and complete lack of parking = I stay out of Wayzata.	8/30/2015 2:25 PM
39	Yes the reason I did not park in 2 hour parking is because when I visit Wayzata I am there more than 2 hours to spend money in the stores and restaurants. This limit is ridiculous and will cause me to think about where I spend my resources in the future.	8/30/2015 12:33 PM
40	stop 2 hour rule.	8/30/2015 12:12 PM

City of Wayzata - Pilot Parking Project Survey

41	Your survey does not begin to allow the types of comments you need to hear about this fiasco. With all of the road construction surrounding Wayzata, this pilot program was ill conceived, ill timed and has had a horribly negative impact on the businesses. Overall business is down from Wayzata Blvd and Bushaway through the downtown businesses. It be for esteemed city council members to visit a few companies and ask some open ended question. One new restaurant in town has completely destroyed any opportunity for you to have a clear vision of the real needs of this community. To boot, you put the Wayzata Valet parking right at CoV's front door. The city must be sensitive to the dilemmas of private vs public enterprise - you've gift wrapped success for this new restaurant. Does anyone else see the conflict? The fact that this city makes decisions without giving any consideration to how the businesses (the life blood of Wayzata) will be effected is a complete disregard for those people who have put their lives into their businesses. This whole project is a black eye on the city council and city staff.	8/30/2015 11:30 AM
42	1. Shuttle must be provided during winter to outlying parking areas if winter months are included in program 2. Must be enforced, for ALL employees, including office workers; it is quite obvious that very few if any participate in this trial.	8/28/2015 10:22 AM
43	I would suggest several off site parking areas for the very many Wayzata employees with continuous shuttle service located in a well lit and safe location.	8/25/2015 3:48 PM
44	I notice you didn't ask about the valet service. I can't believe you feel it is a good alternative to "offer" city valet service and then charge \$6 for it. I park downtown at restaurants like the Capitol Grill and it is complimentary valet!! If you are really trying to alleviate the parking crunch, and "offer" something to encourage people to come to Wayzata, to shop and enjoy the restaurants, or just grab coffee/ice cream and enjoy the lake view, then offering valet as one alternative (so I don't park for two hours on the main street) and CHARGING six dollars is almost a joke. I notice that the city valet by the new Promenade blocks off 3-4 of the precious parking spots, too. I wonder if they couldn't run their valet service in a different way? different place? so that they don't take up so many parking spots. It seems to defeat the purpose of offering ways to park if you eliminate 3-4 parking spots in order to charge people for valet service.	8/24/2015 2:45 PM
45	Please remove the 2 hour parking and \$6 valet service. It will deter me from coming to Wayzata.	8/21/2015 6:35 PM
46	A ramp on mill. Street would be nice but as long as the business community pays the bulk of the price. What about meters?	8/21/2015 5:35 PM
47	I live and work on Lake Street. In my opinion, the 2 hour parking time limit is too short. Additionally, I have seen tickets being written, for example, on a rainy Tuesday morning when parking on Lake St is wide open...which does not encourage people to come back and visit.	8/21/2015 12:19 PM
48	Parking is an issue ... I will not shop or dine if I can not find a parking spot ... I just drive off to another town.	8/21/2015 9:28 AM
49	2 hour parking is nice to allow for people to be limited although due to the very limited parking downtown it does create frustration at times. The addition of more parking and specific parking for valets would help with the limited parking.	8/21/2015 8:51 AM
50	please get that ramp built!! The restaurant patrons take up all the parking downtown. Store customers and employees drive around and around to find a space :(	8/21/2015 8:49 AM
51	Keep the Lake street Valet PUBLIC	8/17/2015 2:18 PM
52	Need more handicap parking. Very hard to park anywhere, so I rarely/ never shop in Way.	8/15/2015 10:32 AM
53	There would need to be a shuttle for employees if we are required to park far from the store.	8/13/2015 12:17 AM
54	It is hard enough to visit Wayzata due to the closing of 101 and the backed up traffic on 494 no., don't give people an excuse to go elsewhere.	8/8/2015 1:30 PM
55	If employees are required to park at remote lots: 1. it must be enforced for ALL employees in Wayzata 2. A shuttle van that is on a constant rotation MUST be provided in winter months	8/8/2015 10:29 AM
56	I don't believe that we need a ramp. The city needs to wait until all the development on lake street is complete. There is no parking issue 9 months of the year.	8/3/2015 2:02 PM
57	I think the two hour limit on parking and the trolley service are smart and financially wise moves. Now all we need is a time schedule posted at the trolley stops for residents and visitors to know the approximate time the trolley will be arriving or departing. Great service!	8/3/2015 12:06 PM
58	When will the survey on the direction of the parking ramp be sent out to the residents and downtown parking users? It seems to be taking the direction of a few select people.	7/31/2015 2:26 PM
59	Lake street parking has improved. City badly needs to expedite the building of a parking ramp. Whats the hold up? Wayzata has been "Planning" on a ramp for years. Weekend downtown parking for shopping and restaurants is very crowded.	7/31/2015 11:49 AM

CITY OF WAYZATA



PLANNING DEPARTMENT

MEMORANDUM

To: City Council
From: Eric Zweber, Interim City Planner
Date: September 30, 2015
Re: 143 Huntington Ave S – Materials Use Change Request

Background

In 2012, the City Council approved setback variances and ½ story variance to allow the construction of a new single family residence at 143 Huntington Ave S from the Broadway Group (the “Applicant”). Included on the plans from the Applicant was the use of cedar shake material as the exterior siding on the residence, which the Council included as a condition of approval. In addition, cedar shakes material was depicted on the Applicant’s submittals for building permit.

During a July inspection of the construction, Building Inspections Staff observed that the exterior material installed on the residence was LP Smart Siding and not the cedar shake that was depicted on the building plans. In August, Staff informed the Applicant of the requirement for installation of the cedar shake material, and that it needed to be resolved before inspections could be completed.

The Applicant informed staff that they wished to request Council approval of change in exterior material from cedar shakes to LP Smart Siding at an upcoming public forum of the City Council meeting. Staff again informed the Applicant that the cedar shake material was a condition of approval of the variances and the building permit approvals.

Attached is a section from the approval resolution, Resolution 36-2012, with the condition of approval of cedar shakes, submitted renderings as part of the variance requests depicting cedar shakes, and a narrative provided by the Applicant.

Staff Recommendation

Staff is **not** in favor of a change in materials and **does not** recommend that the City Council approve of such a change from cedar shake material to LP Smart Siding, as it was a condition of the original project approval.

Attachment A: Resolution 36-2012

Attachment B: Willi Abbott Narrative

RESOLUTION NO. 36-2012

RESOLUTION APPROVING VARIANCES AT 143 HUNTINGTON AVE SOUTH

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

Section 1. BACKGROUND

- 1.1. General. The Broadway Group, LLC (the "Applicant") have submitted a development application (the "Application" and Attachment A) for the property located at 143 Huntington Avenue South (the "Property") requesting variances from the ten (10) ft side yard setback minimum (the "Side Yard Setback Variances"), the two (2) story limit in the R-3A District to allow a two and a half (2.5) story structure (the "Building Story Variance"), and the thirty five percent (35%) impervious surface maximum to allow the construction of a 415 SF addition onto the existing property (the "Impervious Surface Variance") (collectively, the "Variance"). Per a request from the Planning Commission, the Applicant has modified their Application to remove the Impervious Surface Variance and bring the Project to the thirty five percent (35%) hardcover limit. The Property is legally non-confirming due to the existing lot size of 6,882 SF which is less than the 9,000 SF minimum, and existing lot width of 40 ft, which is less than the 60 ft minimum.

The Variance requests are as follows:

Type of Variance(s)	Requested	Code Requirement	Variance Amount
Sideyard Setback Variance (NW corner)	8.5 ft	10 ft	1.5 ft
Sideyard Setback Variance (NE corner)	7.8 ft	10 ft	2.2 ft
Sideyard Setback Variance (SW corner)	9.4 ft	10 ft	0.6 ft
Number of Stories	2.5 stories	2 stories	0.5 story

- 1.2 Property. The property identification numbers and owners for the Property involved in the proposed Application is as follows:

143 Huntington Ave S.	05-117-22-41-0057	The Broadway Group
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- 1.3 Land Use. The Property is located within the R-3A Single and Two Family District, as defined in Section 801.55 of the Wayzata Zoning Ordinance. The Property is guided for Low Density Single Family use in the Wayzata Comprehensive Plan.
- 1.4 Procedural Requirement. Pursuant to Section 801.04.2.C, notice of a public hearing on the Development Application was published in the *Sun Sailor* on July 5, 2012. A copy of the notice was mailed to all property owners located with 350 feet of the Property on July 5, 2012.

- 1.5 Planning Commission Action. A public hearing on the Application was held at the Planning Commission's July 16, 2012 meeting at which the Planning Commission voted six (6) in favor and zero (0) opposed to recommend approval of the Application and direct staff to prepare a draft Planning Commission Report and Recommendation on the Application for formal adoption at the August 6, 2012 Planning Commission meeting. At the August 6, 2012 Planning Commission meeting, the Commission voted four (4) in favor and zero (0) opposed to adopt the Planning Commission Report and Recommendation in favor of the Application.

Section 2. STANDARDS

2.1 Minnesota State Statute Section 462.357, Subd. 6 (Variance Statute)

On May 5, 2011, Minnesota Statutes Section 462.357, Subd. 6 was amended to significantly change the standards under which cities consider variance requests. This state law change supersedes the standards presently found in Wayzata's Zoning Ordinance and until such is amended to reflect the state law changes, the state law should be followed to the extent it differs from Wayzata's Zoning Ordinance. The amended Section 462.357, Subd. 6., provides the following items for evaluating variance requests:

- A. Variances shall only be permitted when they are in harmony with the general purposes and intent of the ordinance and when the variances are consistent with the comprehensive plan.
- B. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance.
- C. "Practical difficulties", as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.
- D. The plight of the landowner is due to circumstances unique to the property and not created by the landowner.
- E. The variance, if granted, will not alter the essential character of the locality.
- F. Economic considerations alone do not constitute practical difficulties.
- G. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy.
- H. The board or governing body as the case may be may impose conditions in granting the variance. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.

In evaluating a variance application, the Planning Commission and City Council shall make findings of fact on each of the above criteria in the state variance statute.

Section 3. FINDINGS

The City Council of the City of Wayzata hereby confirms and memorializes that the Variances requested in the Application do meet the applicable requirements of Wayzata's Zoning Ordinance, based upon the following findings of fact made on the record (as well as all Application materials, staff reports, public comment presented at the hearing, and the Report and Recommendation of the Planning Commission):

- 3.1 Variances. Based on the Application, reports of City Staff, and comments and information presented at the Public Hearing on the Application, the Planning Commission of the City of Wayzata makes the following findings on the request to approve the Variances as depicted in the Application:
- A. The proposed Variances are in harmony with the general purposes and intent of the Ordinance, and consistent with the Comprehensive Plan. The Property is guided for low density single family residential use and zoned for R-3A Single and Two Family Residential District. The proposed Variances included in the Application do not alter the present single family residential usage of the Property.
 - B. The Applicant has established a practical difficulty in complying with the required side setback requirements. The residence was originally constructed in 1915, and relocated to the Property in the 1950s, and is non-conforming due to building width. The Property is legally non-conforming due to lot width and lot area. Any modifications to the existing residence would necessitate variances from the side yard setbacks, due to the existing structure's current location within the side yard setback.
 - C. The Applicant has proposed to use the Property in a reasonable manner not permitted under the Zoning Ordinance. The existing use is single family residential, and the proposed Variances would not alter that use. The Applicant requests the Variances to allow construction of an addition to the existing residence in order to provide additional livable space within the Property.
 - D. The plight of the landowner is due to circumstances unique to the Property and are not created by the landowner. The lot is legally non-conforming as it relates to lot area and lot width, and the existing residence is legally non-conforming due to its width being less than the required twenty two (22) ft, and portions of the structure are located within the side yard setbacks. The request for the Side Yard Setback Variances are generated by the location of the existing structures on the Property.

- E. The Variance will not alter the essential character of the locality. The existing residence on the Property is from 1915, and has been on the Property since the 1950s. The Applicant is modifying and adding onto the existing structure, but would be high quality cedar shake material in keeping with the character of the neighborhood.
- F. Economic considerations are not the sole reason for the Variance request. The Applicant's submitted survey has demonstrated that the practical difficulty associated with the Variance requests is the location of the existing residence side yard setbacks, the existing width of the structure, and the existing non-conforming lot width and size. The Applicant requests the Variances in order to design the residence to better match the character of the area.

Section 4. CITY COUNCIL ACTION

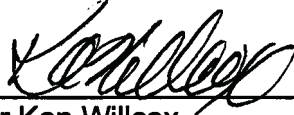
Based on the Findings in Section 3 of this Resolution, the request for approval of the Side Yard Setback Variances and the Building Story Variance, as set forth in the Application (depicted as Attachment A), is **APPROVED** subject to all of the following conditions (failure to comply with any one of these conditions shall result in the revocation of this approval):

- A. The Applicant shall reduce the amount of proposed hardcover on the Property through use of additional pavers and grassed area to meet the thirty-five percent (35%) of lot area maximum in the R-3A District. The Applicant has agreed to this condition, and will reduce the hardcover as depicted in Attachment B.
- B. The Applicant shall consider additional design modifications, such as flares at the soffits and additional trim to soften the design of the structure, and utilize high quality materials such as the cedar shake material proposed. The Applicant has agreed to this condition, and will construct the Project with cedar shakes as the exterior material and the proposed soffit modification, as depicted in Attachment B.
- C. The Applicant shall enter into a stormwater maintenance agreement with the City that will cover design, installation, maintenance, and inspection of all stormwater management systems approved as part of this Application, which will be recorded against the Property.
- D. That all expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred shall be fully reimbursed by the Applicant.
- E. The Applicant shall coordinate the implementation of the shoreland impact plan, the stormwater management techniques, and the extension of the

paved portion of the alleyway, set forth in the Application with the Public Service Director, Utilities Superintendent and the City Engineer.

- F. The Applicant shall secure all necessary building permits.
- G. The Applicant shall be responsible for any and all costs associated with the extension, paving, maintenance, and snow removal of extending the existing alleyway to the Property.
- H. The Applicant shall coordinate the implementation of the landscaping plan with the appropriate City Staff, including the City Forestry Department.
- I. The Applicant shall comply with the following staff comments regarding the Project:
 - 1. The Applicant shall modify the proposed curb cut to meet the twenty four (24) ft driveway curb cut maximum in the City Code.
 - 2. The owner of the Property will be responsible to pave the proposed alleyway to the driveway in the rear of the Property.
 - 3. The owner must provide drainage management of the proposed new alley extension.
 - 4. The owner will be required to enter into a stormwater maintenance agreement with the City for the stormwater treatment methods.
 - 5. Sewer: Existing records indicate sewer service has tree root intrusion. Service will need to be replaced to City Main.
 - 6. Water: Minimum engineering size for water service is one inch (1"). Water service line will need to be replaced if less than 1". Will need to determine in the field.
 - 7. The Applicant shall utilize tree preservation measures where needed.

Adopted by the Wayzata City Council this 21st day of August, 2012.



Mayor Ken Willcox

ATTEST:



City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption: Tanner

Seconded by: Amdal

Voted in favor of: Amdal, Bader, Tanner, Willcox

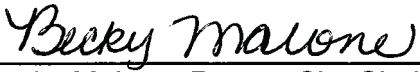
Voted against: None

Abstained: None

Absent: Mullin

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 August 21, 2012.



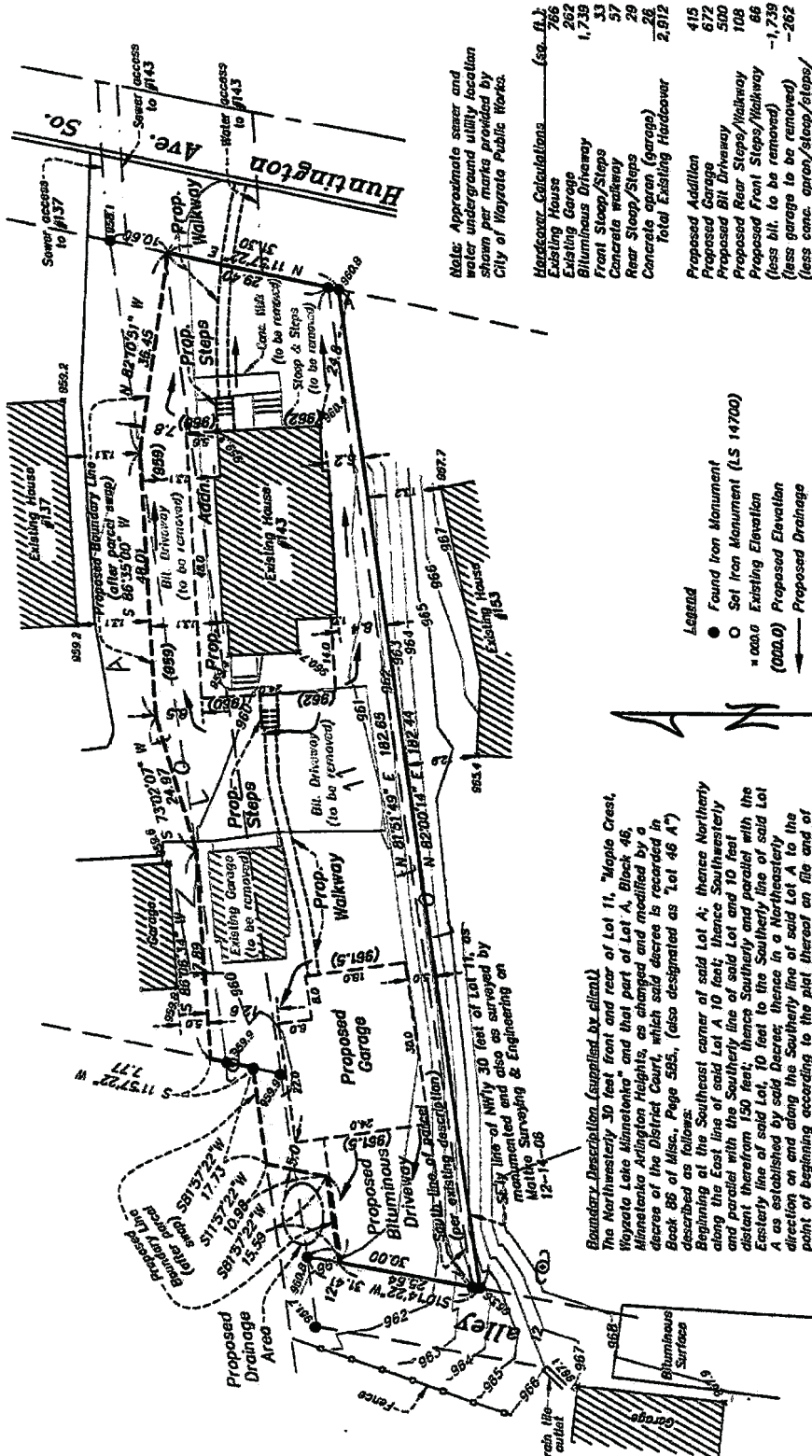
Becky Malone, Deputy City Clerk
SEAL

Attachment A

Applicant Original Submittal Materials

Certificate of Survey

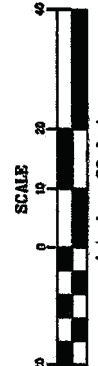
Prepared for: Broadway Group L.L.C.



Boundary Description (supplied by client)
 The Northwestly 30 feet front and rear of Lot 11, "Maple Crest, Wayzata Lake Minnesota" and that part of Lot A, Block 46, Minnesota Addition Heights, as changed and modified by a decree of the District Court, which said decree is recorded in Book 86 of Misc., Page 585, (also designated as "Lot 46 A") described as follows:
 Beginning at the Southeast corner of said Lot A; thence Northerly along the East line of said Lot A 16 feet thence Southwesterly and parallel with the Southern line of said Lot and 10 feet distant therefrom 100 feet thence Southerly and parallel with the Eastern line of said Lot, 10 feet to the Southern line of said Lot A as established by said decree; thence in a Northerly direction on and along the Southern line of said Lot A to the point of beginning according to the plat thereof on file and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota.

Note:
 The northerly boundary lines shown above reflect the boundary lines that the client intends to obtain through lot line adjustment. Also, the southerly boundary line is shown as monumented and accepted by neighbor's survey completed by Mattke Surveying & Engineering, Inc. on 12-14-06. It does not reflect the boundary as described above. A copy of said Mattke survey is available at the city offices.

- Legend**
- Found Iron Monument
 - Set Iron Monument (LS 14700)
 - + 000.0 Existing Elevation
 - (000.0) Proposed Elevation
 - Proposed Drainage
 - ⊙ Poster Pole



Hardcover Calculations (sq. ft.)

Existing Garage	766
Blumhouse Driveway	262
Front Steps/Steps	1,739
Concrete walkway	33
Rear Steps/Steps	57
Concrete apron (garage)	29
Total Existing Hardcover	2,912
Proposed Addition	415
Proposed Garage	672
Proposed Bit Driveway	500
Proposed Rear Steps/Walkway	108
Proposed Front Steps/Walkway	66
(less bit to be removed)	-1,739
(less garage to be removed)	-262
(less conc. apron/steps/steps/	-145
way to be removed)	-385
Total Hardcover Change	5,882
Lot Area	2,527
Total Proposed Hardcover	36.7%
Percent Hardcover	

Bearings based on assumed datum.

Job Number:	7390
Book/Page:	none
Survey Date:	no field work completed
Drawing Name:	smoborg.dwg
Drawn by:	KL8
Revisions:	4-25-12, 4-30-12
5-01-12 (line adjust., hardware, steps/walk)	
6-22-12 (line adjust., hardware, drainage)	

I hereby certify that this certificate of survey was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Paul B. Schoborg
 Paul B. Schoborg
 Date: June 23, 2012 Registration No. 14700

763-972-3221
 www.schoborgland.com
 8937 Co. Rd. 13 SE
 Delano, MN 55328

SCHOBORG LAND SERVICES INC.

Job Number: 7350

Book/Page: none

Survey Date: no field work completed

Drawing Name: smdberg.dwg

Drawn by: KLB

Revisions:

4-25-12	← 30-12
5-01-12	(line adjust, hardscape, steps/walk)
6-22-12	(line adjust, hardscape, drainage)

Date: June 23, 2012

Registration No. 14700

Paul B. Schoborg

Paul B. Schoborg

I hereby certify that this certificate of survey was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

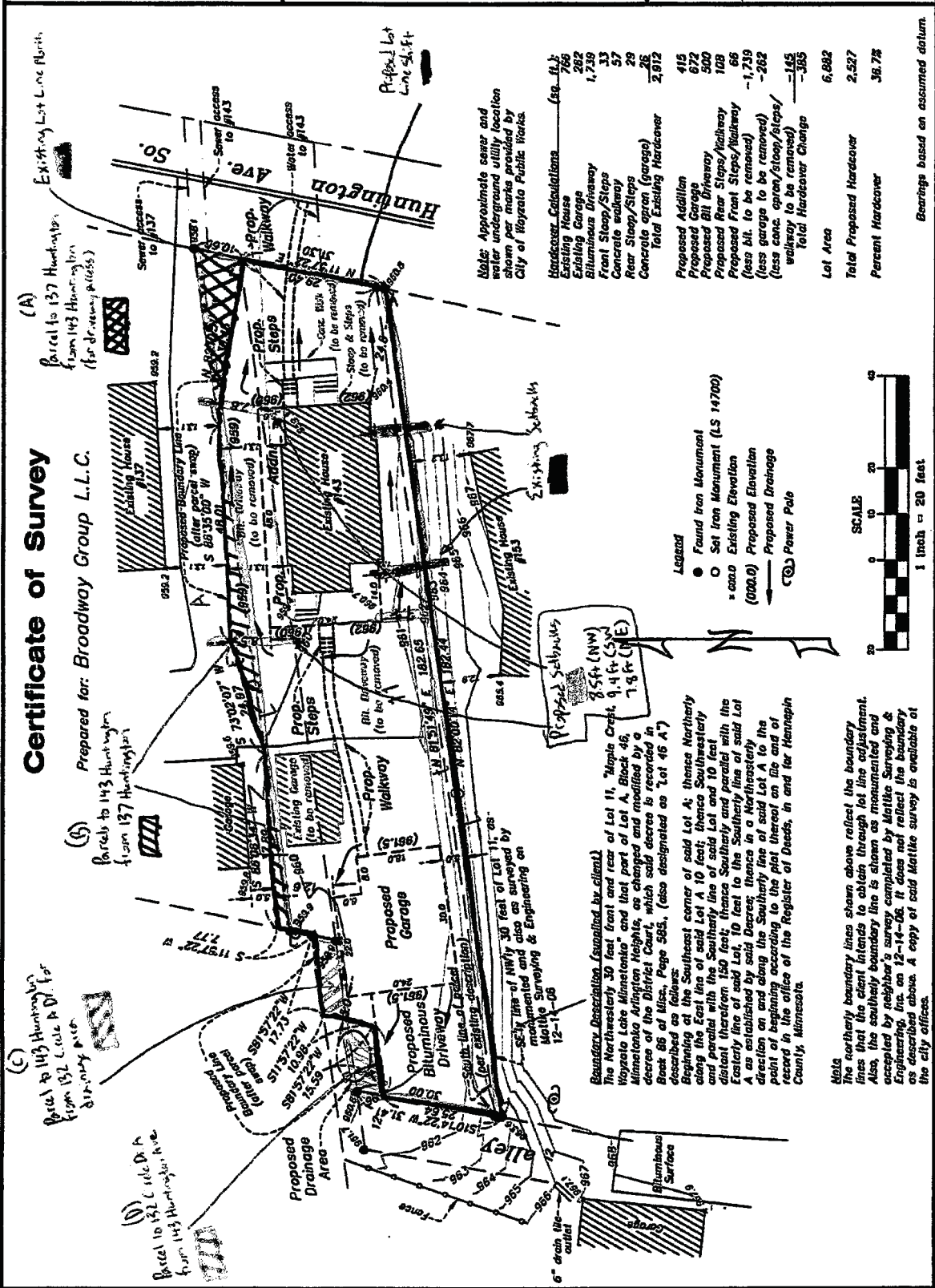
763-972-3221

www.schoborgland.com

8897 Co. Rd. 15 SE

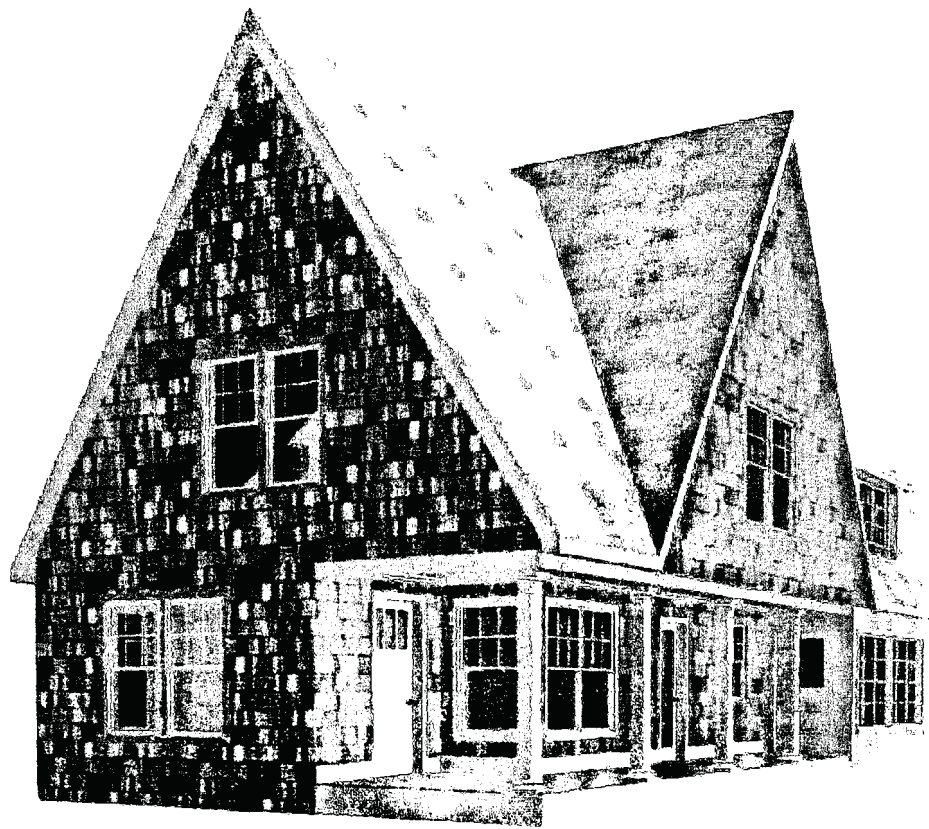
Delano, MN 55328

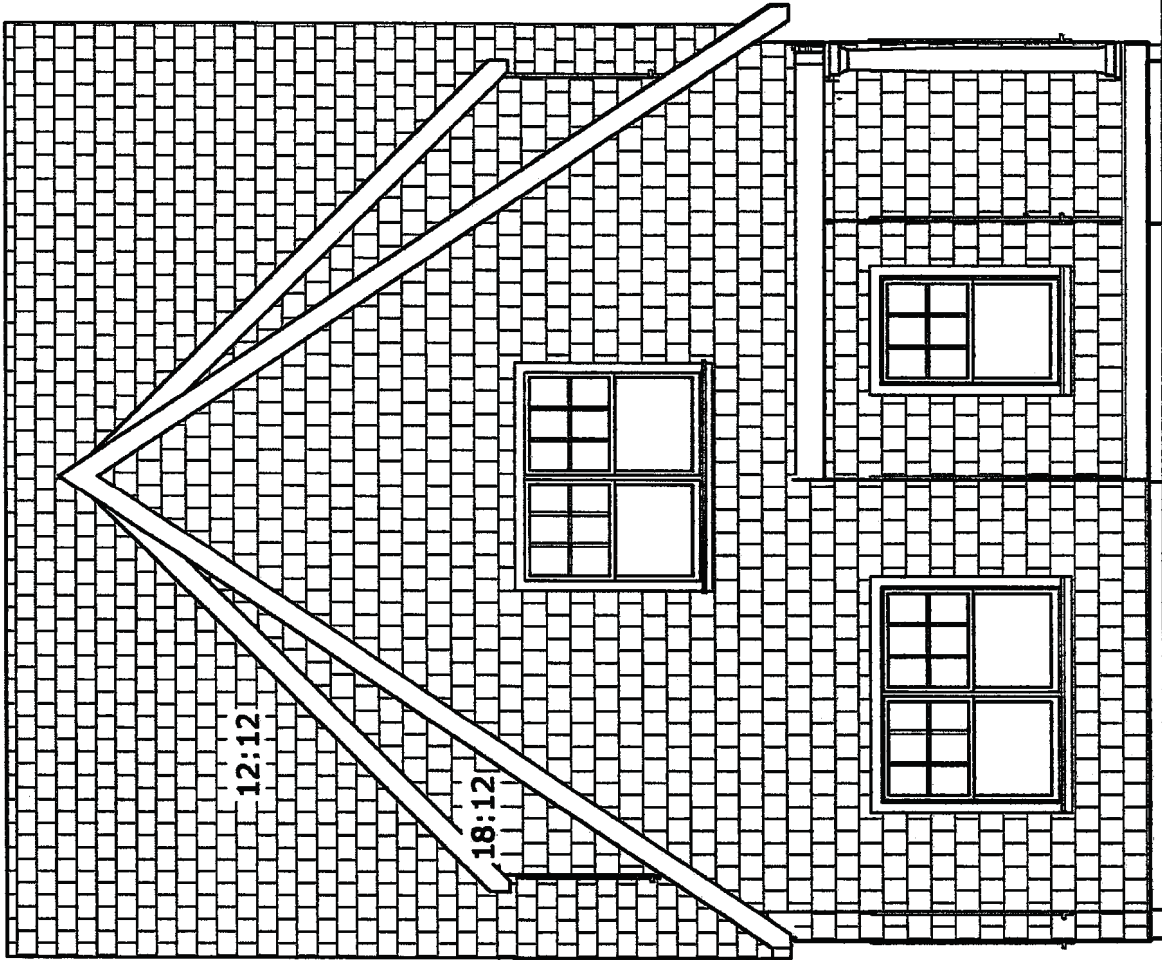
SCHOBORG LAND SERVICES INC.

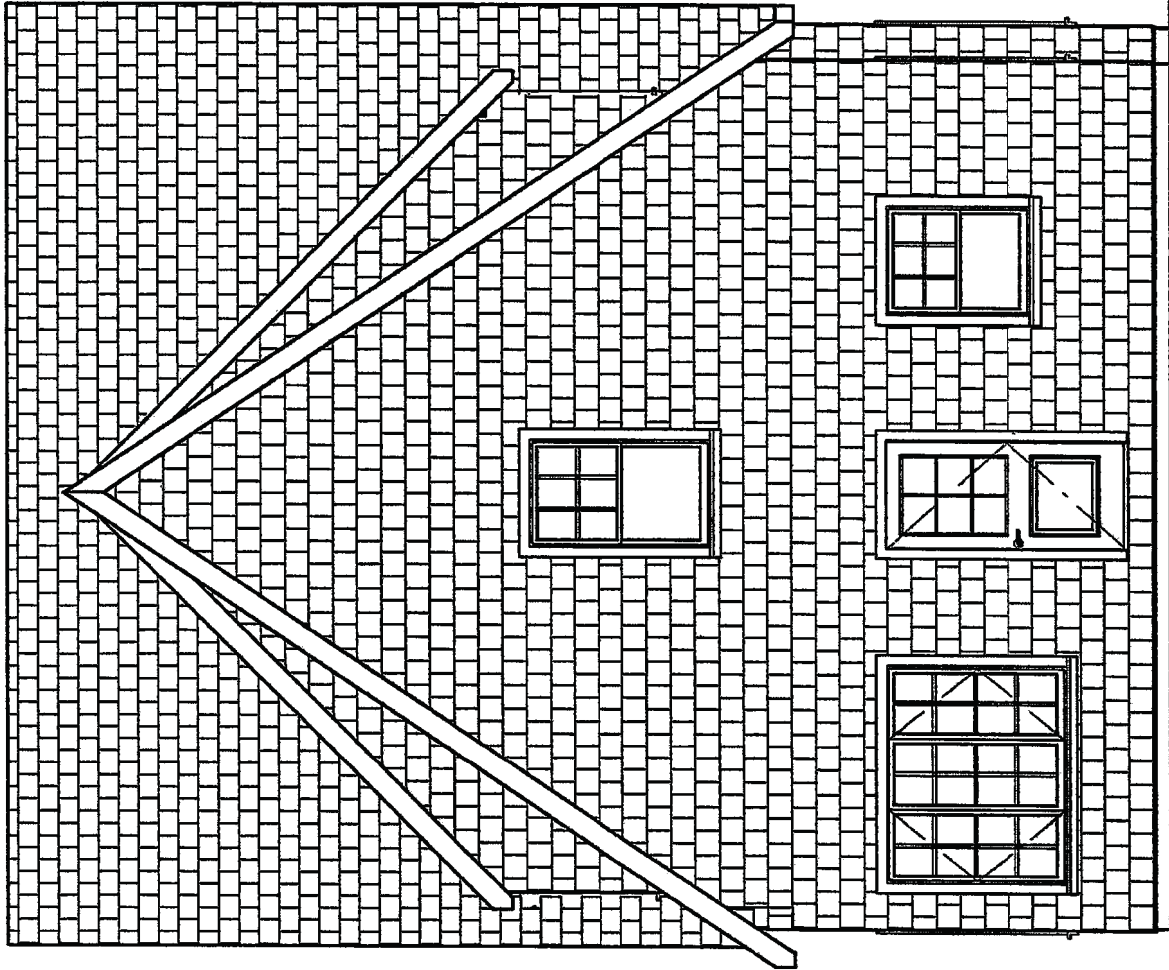


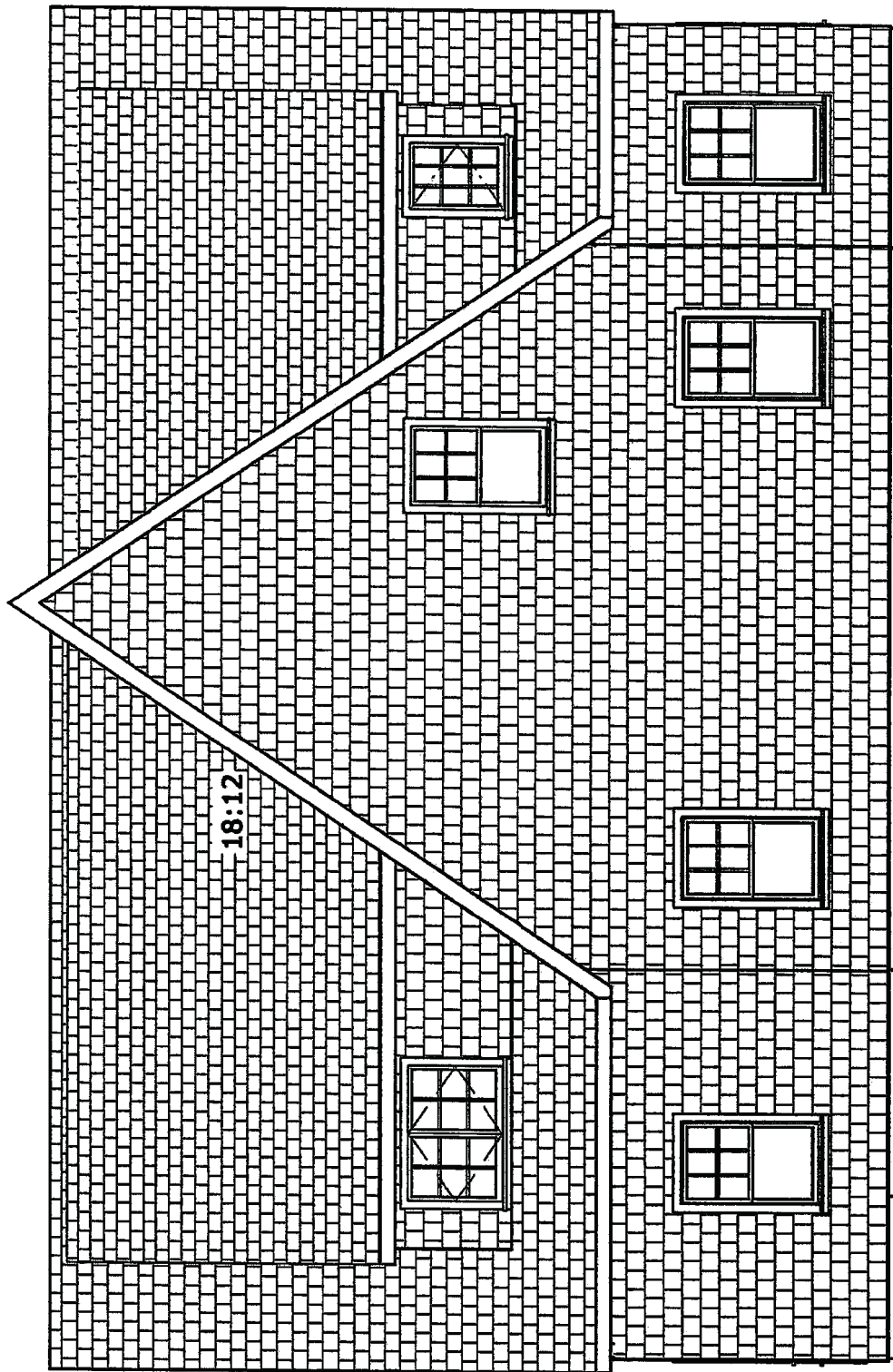
Sewer / access --
to #137



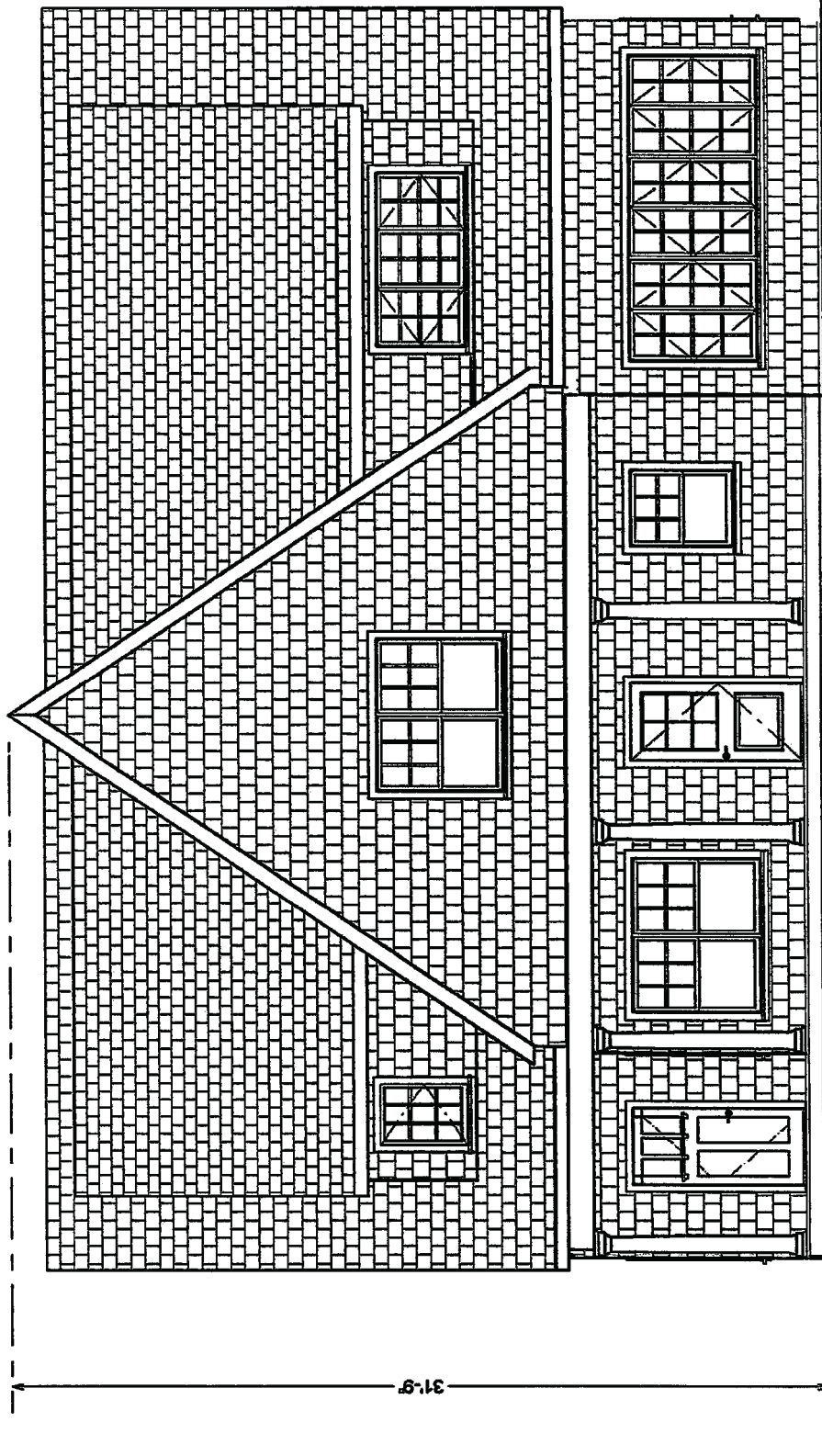


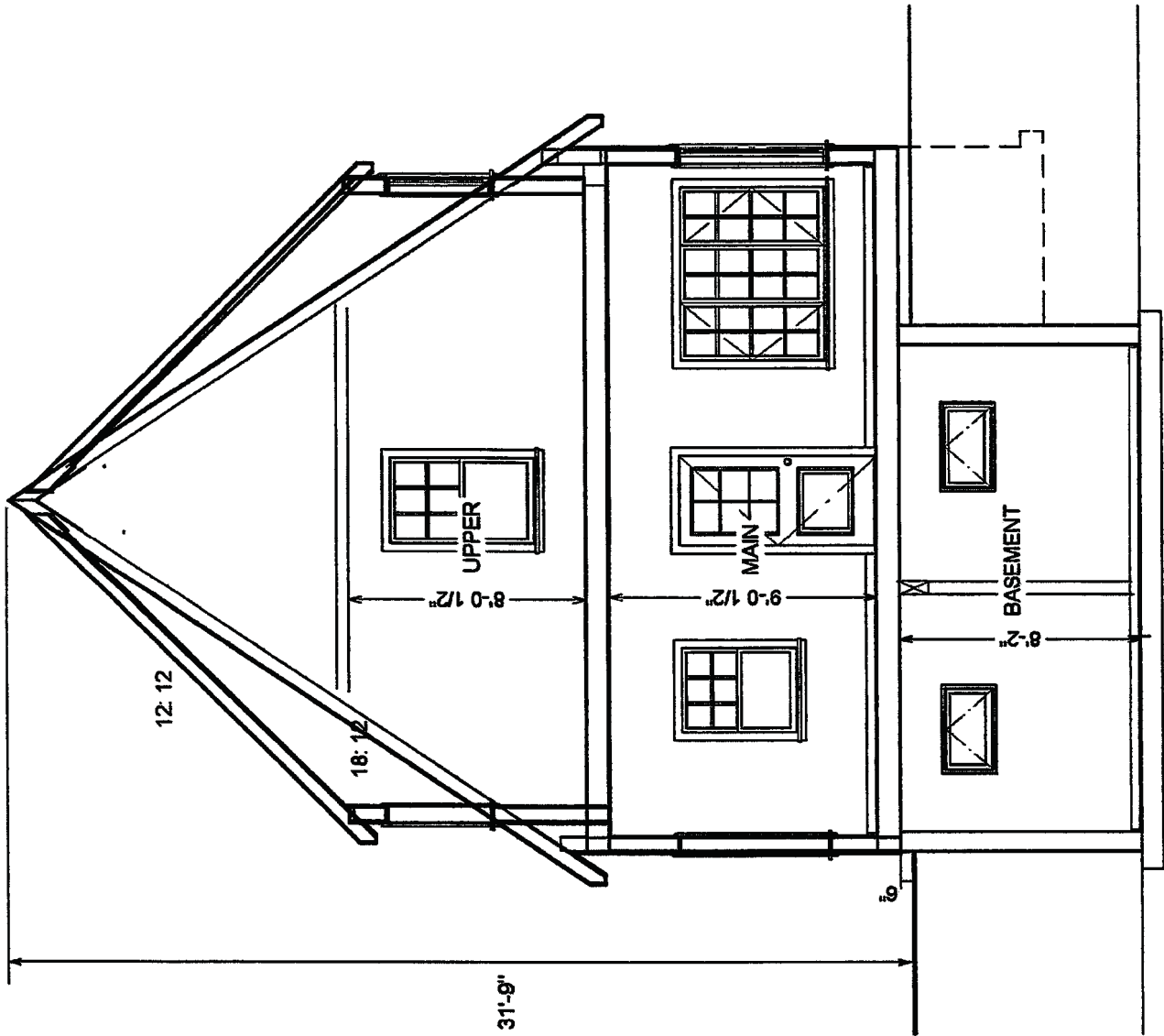






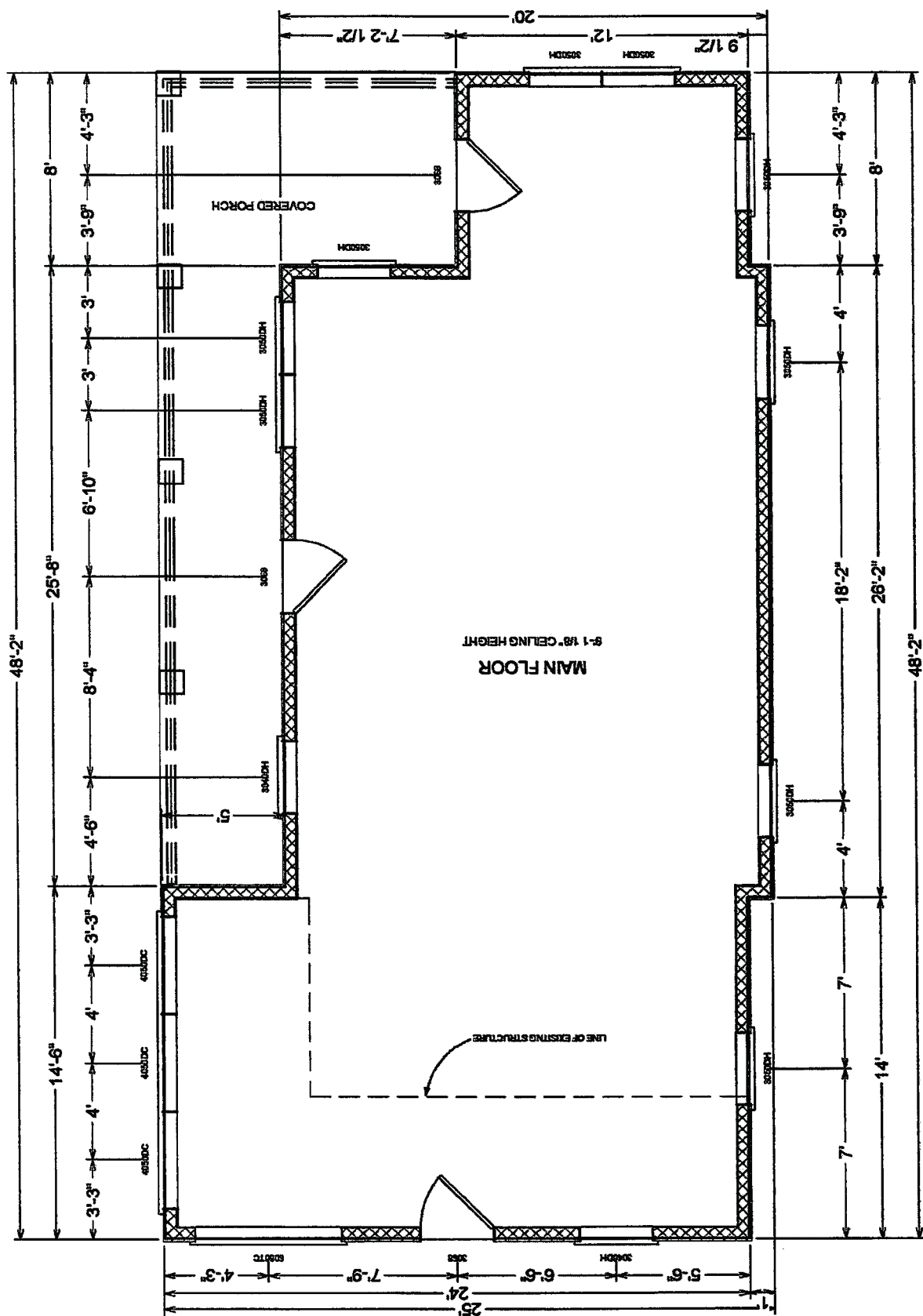
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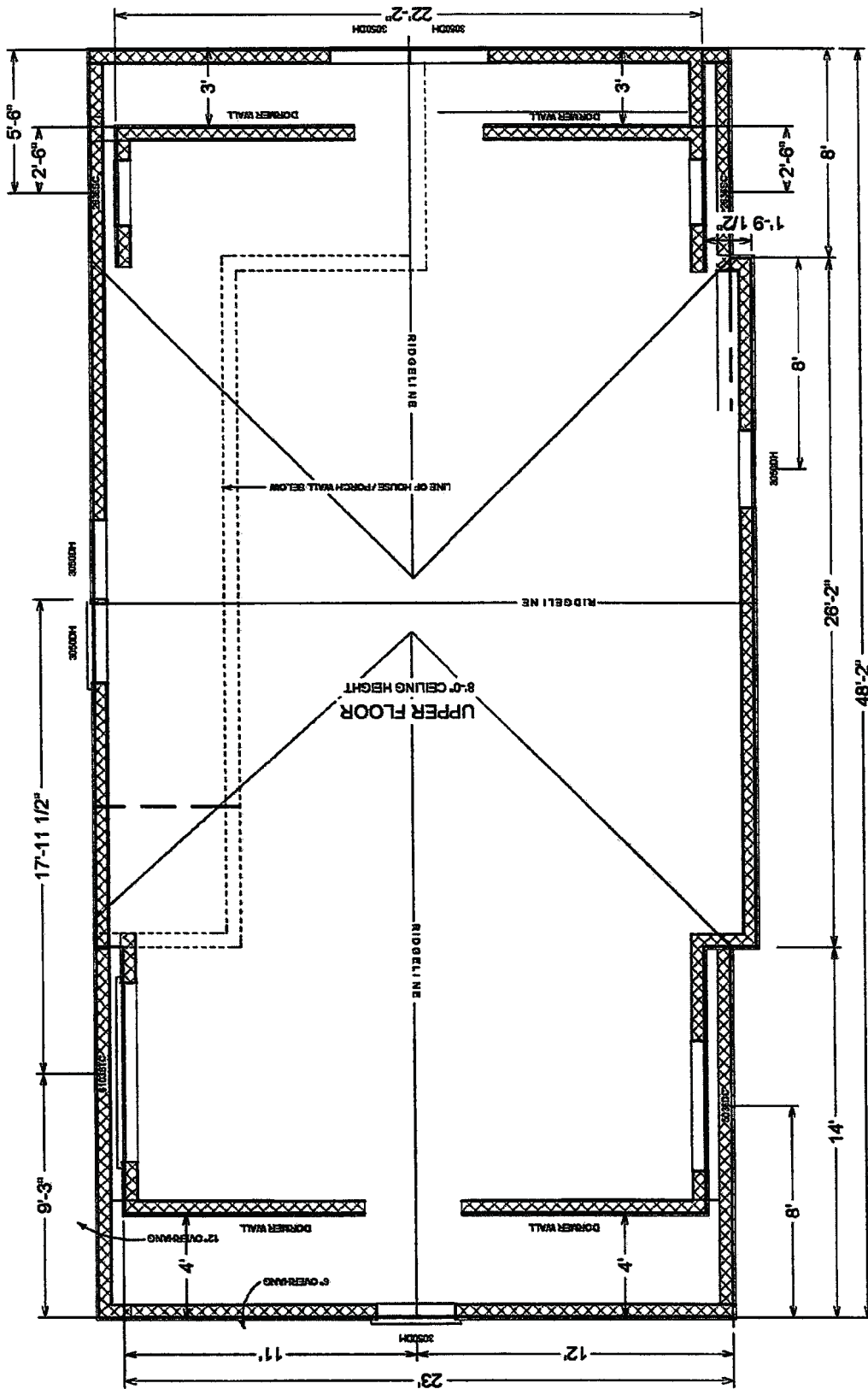




LAYOUT REVISION 2 / 4-25-2012



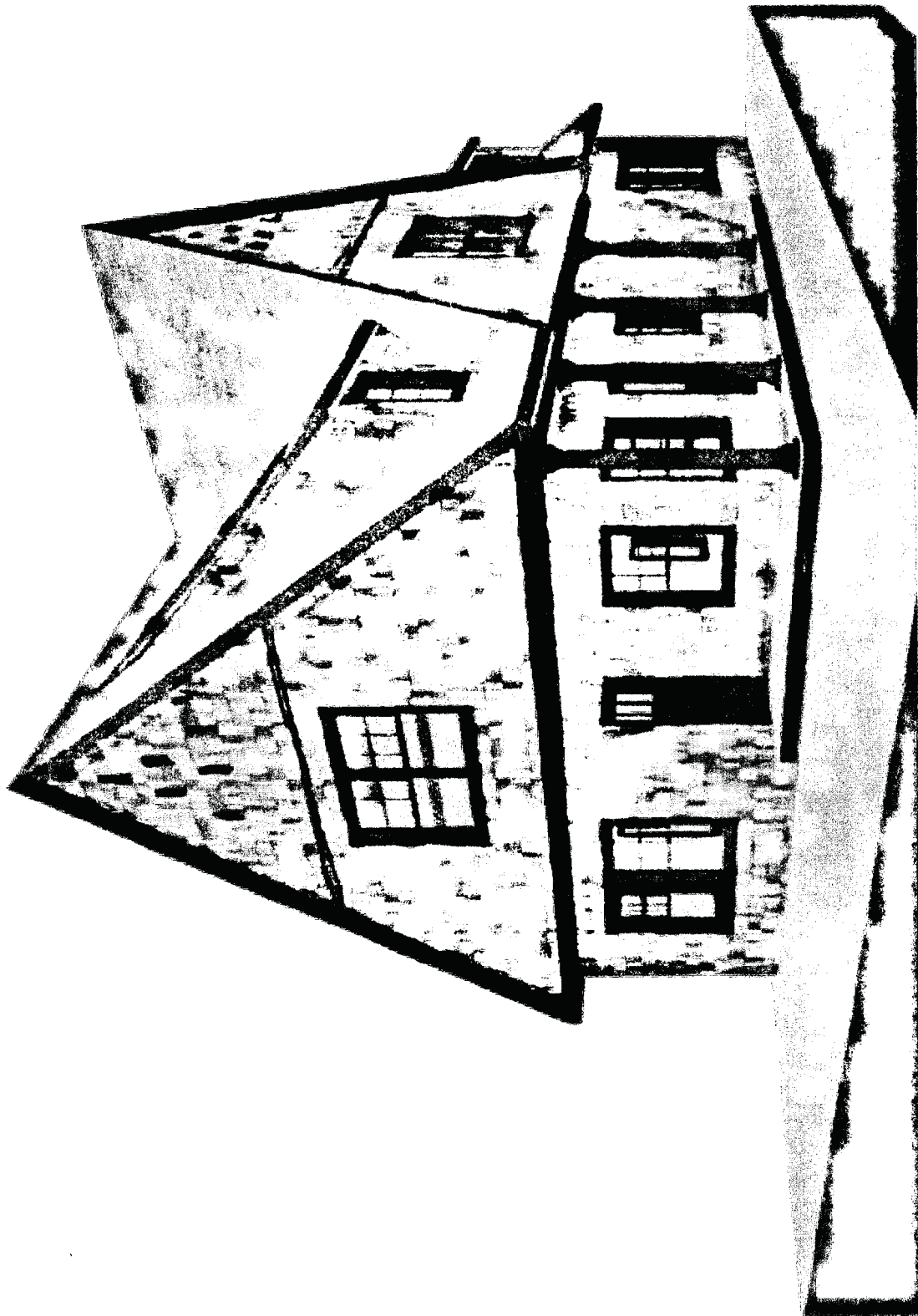




Attachment B

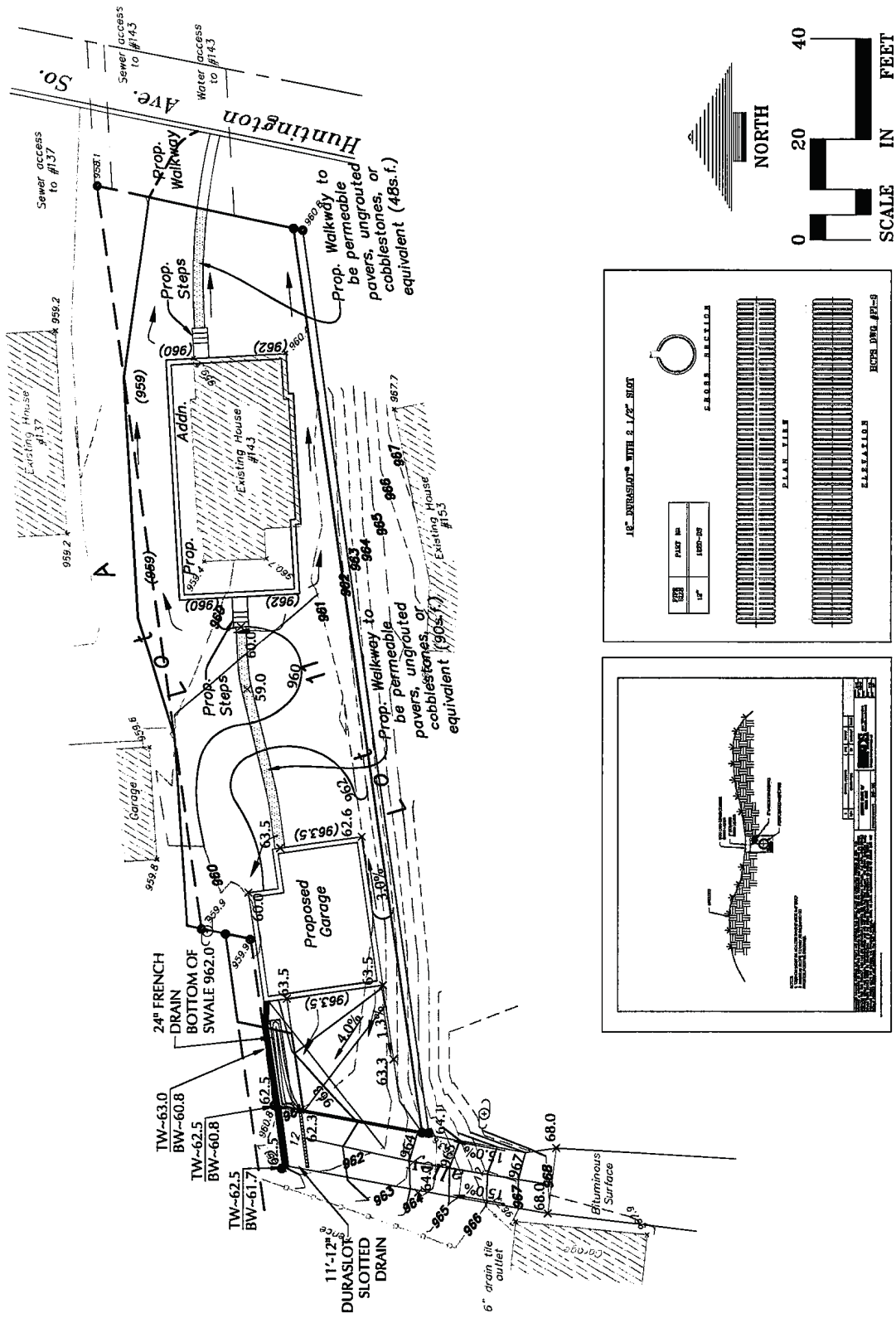
Applicant Modified Submittal Materials
Project Depiction and Material Selection

Attachment B: Revised Submittals Based on Planning Commission Feedback



Attachment B: Revised Submittals Based on Planning Commission Feedback

Project Name:	143 HUNTINGTON AVENUE
Owner/Developer:	WAYATA, MN THE BROADWAY GROUP
Prepared By:	LOUGHS ASSOCIATES 7200 Lakeside Ave., Suite 205 Appleton, Wisconsin 54911 Phone: 920.833.1100 Fax: 920.833.1101 www.loughsassociates.com
Client:	WAYATA, MN
Project No.:	04040.0A
Sheet No.:	04040.0A
Sheet Title:	PRELIMINARY GRADING PLAN
Scale:	1" = 20'



REQUEST FOR CHANGE OF MATERIAL

In my variance request and building permit application at 143 Huntington Ave S in Wayzata, I stated that the material used to side the structures would be cedar shingles. However, since that time it was recommended that I use LP SmartSide shingles instead. After much research I agree that the LP product is a more durable product that will bring more value to the future homeowner(s) and community.

When compared to traditional cedar shingles, it is clear that LP SmartSide is the better choice of siding material for the home at 143 Huntington Ave S due to its durability, ease of maintenance, sustainability and indistinguishable look from wood. This siding is an engineered wood product created with a four component manufacturing process (SmartGuard) that gives it the strength and ability to protect in climates with harsh weather including extreme temperatures, moisture and high winds and the durability that allows it to be guaranteed for 50 years.

The following are the reasons I believe LP SmartSide is the best siding option for 143 Huntington Ave S:

- Greater Durability: LP SmartSide resists rotting and cracking; it also withstands extreme weather including rain, snow, hail, intense sun and hurricane force winds.
- Insect and Decay Resistant: LP SmartSide is impervious to woodpeckers, insects and other pests and resists moisture and fungal decay and will not need repair each year as wood often does.
- Fire Resistant: while cedar fuels a fire, LP SmartSide will not ignite when exposed to extreme heat or direct flame. When tested using ASTM E84 it is rated class C (III).
- Low Maintenance: once installed this siding is almost maintenance free. After the initial painting the siding can be spray washed as needed, but will not need to be repainted unlike cedar which is recommended to be restained or scraped and painted every 3-5 years.
- Sustainability: LP SmartSide is made from 100% SFI certified wood which is a renewable resource using rapidly regenerating trees, greater than 50% faster than cedar.

Not only do all of these characteristics of LP SmartSide add value to the property, using this siding assures that the property will maintain a high quality appearance no matter who owns the home or how diligent they are in caring for it.

In addition:

* LP SmartSide has been approved to replace wood siding in many Historical Districts all over the United States because of its appearance paired with its strength and durability.

Many contractors across the country are recommending LP SmartSide to their clients because of the value it brings them without sacrificing the authentic look of natural wood.
* LP SmartSide is approved for use in LEED (Leadership in Energy and Environmental Design) rated building, which indicates that this product will save money and resources and have a positive impact on the health of occupants while promoting renewable clean energy.

I believe and know that you will agree that LP SmartSide is the most socially, economically and environmentally responsible product I can choose in building the home at 143 Huntington Ave S while still achieving the same pleasing aesthetic exterior look as cedar. This home will be a great asset to the neighborhood and blend well with the historic aspect of the Wayzata community.

Thank you for considering my request.

Best,

Willi Abbott
The Broadway Group, LLC

enc- LP Smart Siding

LP SmartSide® Advantages

More Impact Resistant

LP® SmartSide® Siding products are more resistant than fiber cement products to impact damage from common projectiles such as golf balls, baseballs, and rocks. In fact, independent testing by NASA confirmed it.

"Under similar conditions, with all three projectiles more damage was sustained by the fiber cement siding product than the engineered wood siding product."

NASA REPORT: Evaluation of Impact Damage Resistance of Two Types of Commercial Housing Siding; December 21, 2012.

Realistic Woodgrain Texture

LP SmartSide products have a more realistic wood texture than most fiber cement products.

Time Tested

LP SmartSide products are proven and time tested. LP has manufactured over 8 billion square feet of SmartSide products and they have been installed on over 4 million homes since 1997.

Easier to Install

LP SmartSide is significantly lighter per linear foot and stronger than fiber cement. It's easier to carry and install on the jobsite and no special tools are required to cut it.

Up to 33% Fewer Seams

LP SmartSide trim and lap siding comes in 16' lengths vs. fiber cement's shorter 12' lengths, often resulting in fewer seams or joints on your structure.

Possible Cost Advantages

LP SmartSide products are available nationwide through independent dealers. Due to the lighter weight and increased coverage per piece, there are often significant installed cost advantages with SmartSide lap, trim and shakes over similar fiber cement products. Ask your local dealer for details.

Longer warranty

The LP SmartSide limited warranty is longer than most fiber cement product warranties. Read the warranty for yourself at www.lpcorp.com.

No Efflorescence

LP SmartSide products do not contain the natural salts and minerals which sometimes discolor fiber cement products.

Renewable Resource

All SmartSide products are manufactured with wood (a renewable resource) procured using processes certified by the Sustainable Forestry Initiative (SFI®).

Reversible

Some LP SmartSide trim comes in reversible smooth and cedar textures, greatly adding to its flexibility on the job site.

www.lpsmartside.com

Cal. Prop 65 Warning: Use of this product may result in exposure to wood dust, known to the State of California to cause cancer.

Help Weather The Storm With LP® SmartSide®

Wind, rain, snow, sleet, ice and hot weather challenge the siding on any home. LP SmartSide Trim & Siding are made with exterior grade resins that create strong bonds designed to withstand harsh weather elements and offer

greater impact resistance than leading fiber cement products and vinyl siding alternatives. This makes it an ideal choice for homeowners who would rather spend time enjoying their home than worrying about it.

**Table 1 —
Designing for
High Winds**

A comparison:

- Blind nailed
- 8" or 8-1/4" widths
- 16" o.c. stud application
- All data sourced from Texas Department of Insurance (TDI) Product Evaluation Reports

	TDI Product Evaluation	Allowable Design Pressure	Fastener Blind Nailed	Wood Studs 2x4 at 16" o.c.
LP SmartSide 8" Precision Series 38 Lap	EC-22	79 psf	8d Box H: 0.297" S: 0.113" L: 2-1/2"	Spruce-Pine-Fir
Maxi-Plank® 8-1/4" lap	EC-56	31 psf	11 gauge roofing nail H: 3/8" S: 0.120" L: 2"	Douglas Fir-Larch
CertainTeed 8-1/4" lap	EC-16	40 psf	6d H: 3/8" S: 0.120" L: 2"	Spruce-Pine-Fir
James Hardie 8-1/4" lap	EC-23	33.7 psf	11 gauge roofing nail H: 3/8" S: 0.120" L: 1-3/4"	Douglas Fir-Larch

This chart reflects information publicly available on the Texas Department of Insurance (TDI) website. TDI has not approved or sanctioned the use of this information for advertising purposes. TDI does not recommend any specific product for use in high wind zones or otherwise. Information on additional exterior siding products can be found at www.tdi.texas.gov.

To choose proper cladding options for high wind zones like those covered by the Texas Department of Insurance's Wind Storm Inspection Program, you'll need a few details:

- Building height
- Exposure category
- Wind speed requirement

Let's locate the pounds per square foot (psf) required for an example home in the TDI Designated Catastrophe Area:

- 30' building height
- Exposure C
- 130 mph 3-second gust required in TDI "Seaward" zone

Table 2, below, is an excerpt from the Engineered Wood Association (APA) Technical Topic TT-109 that summarizes Component and Cladding.

Table 2 — Zone 5 Siding Attachment Requirements for Suction Based on the 2006 and 2009 International Residential Codes (IRC) (Based on a mean roof height of 30 feet and located in Exposure B)

Wind Speed (mph)	85	90	100	105	110	120	125	130	140	145	150	170
Withdrawal Requirement (psf)	17.4	19.5	24.1	26.6	29.1	34.7	37.6	40.7	47.2	50.6	54.2	69.6

Footnotes to Table 2:

- An effective wind area of 10 sq. ft. was used in accordance with Footnote (a) to Table R301.2(2) of the 2006 and 2009 IRC.
- For other mean roof heights and wind exposures, values in the table above shall be multiplied by the adjustment factors in Table 3.

*The example is intended to show a comparison of siding products with similar application attributes. Many factors influence siding design pressure including fastener size, fastener patterns, roof height and siding width among them. Any of the products listed may see an increase or decrease in their allowable design pressure by varying these factors.

Zone 5 suction pressures per ASCE 7. ASCE 7 is a referenced document in the I-codes.

Notice that Table 2 is set for a building height of 30 feet and Exposure B. Since our building is in exposure C, we'll have an additional step.

- 130 mph = 40.7 psf (exposure B)
- For a 30' building height, the adjustment factor from exposure B to exposure C is 1.4
- $40.7 \times 1.4 = 56.98$ or 57 psf

For this example, siding with a design pressure of 57 psf or greater is required. LP SmartSide Siding meets this requirement.

Table 3 — Adjustment Factors

Mean Roof Height (ft.)	Exposure		
	B	C	D
15	1.00	1.21	1.47
20	1.00	1.29	1.55
25	1.00	1.35	1.61
30	1.00	1.40	1.66
35	1.05	1.45	1.70
40	1.09	1.49	1.75
45	1.12	1.53	1.78
50	1.16	1.56	1.81
55	1.19	1.59	1.84
60	1.22	1.62	1.87



EXTREME PROTECTION IN TOUGH CLIMATES

Exterior trim and siding are often subjected to extreme temperatures, moisture and insects. That's why all LP® SmartSide® products feature our exclusive SmartGuard process. Only SmartGuard offers four components of protection against termites and fungal decay.

TREATED TO THE CORE

Every LP SmartSide product is treated to the core with an advanced formula of binders, waxes and zinc borate before being bonded with a water-resistant, resin-saturated overlay. This process helps keep out moisture for long-term durability and strength against harsh weather.

LP SMART FACT:

**Zinc borate is safely used
in household items including
paper, carpet and paint.**

LP® SmartGuard®

ENGINEERED TOUGHNESS TO RESIST HARSH CLIMATES

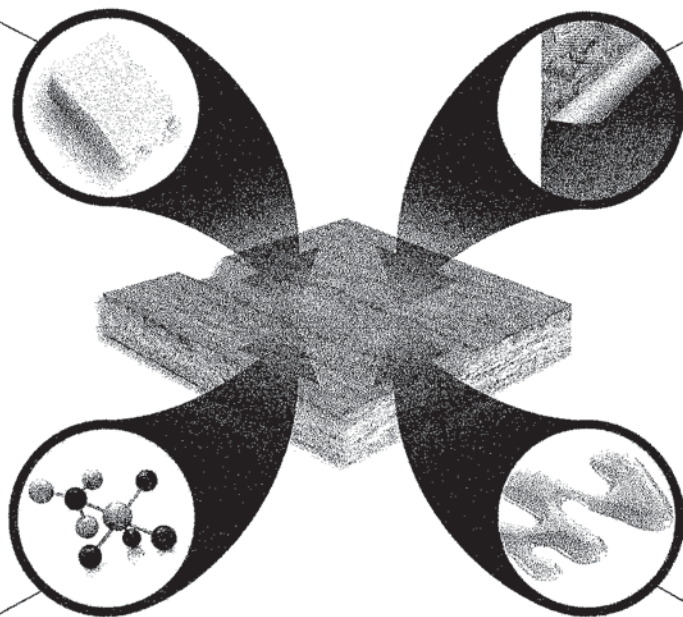
THE POWER OF SOUND ENGINEERING AND SMART PRODUCT DESIGN

WAXES

Special water-resistant waxes coat each strand or fiber of wood for enhanced durability in rainy, humid environments.

RESIN-SATURATED OVERLAY

Offering the final layer of protection against the elements, a resin-saturated overlay resists moisture intrusion while providing a durable base for quality paint adhesion and beauty.



ZINC BORATE

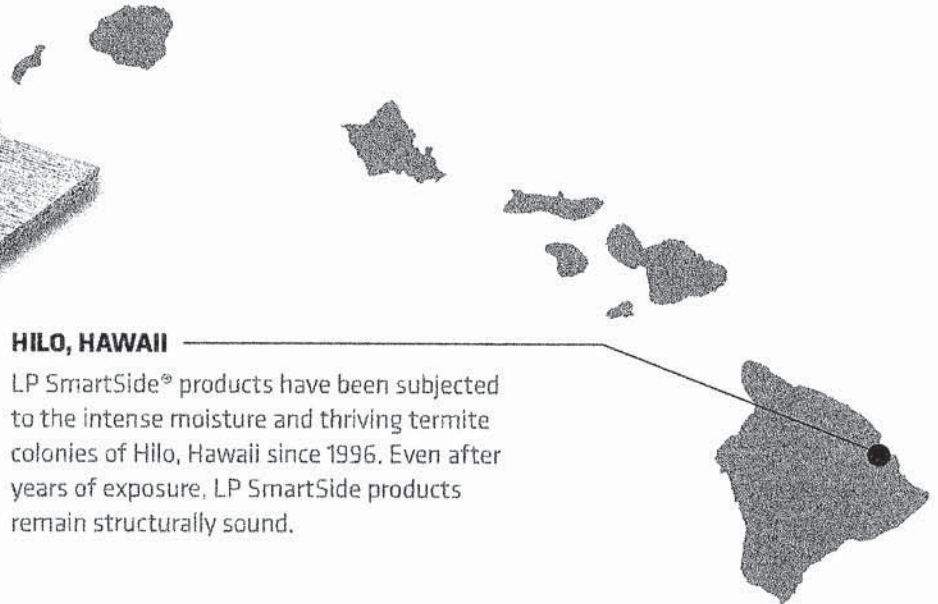
Engineered wood products treated with zinc borate have been proven to effectively resist damage from termites and fungal decay for decades. Safe for children and pets, this naturally occurring additive provides long-lasting performance that preserves the beauty of LP SmartSide Trim and Siding.

ADVANCED BINDERS

LP SmartSide Trim and Siding provide incredible strength to resist impact damage thanks to their industrial-grade binders and resins. You'll have the confidence of knowing that your siding can stand up to everyday airborne debris such as hail, sticks and golf balls.



TESTED IN ONE OF THE TOUGHEST PLACES ON EARTH



HILO, HAWAII

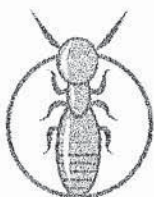
LP SmartSide® products have been subjected to the intense moisture and thriving termite colonies of Hilo, Hawaii since 1996. Even after years of exposure, LP SmartSide products remain structurally sound.

LP® SMARTGUARD® PROVING GROUNDS

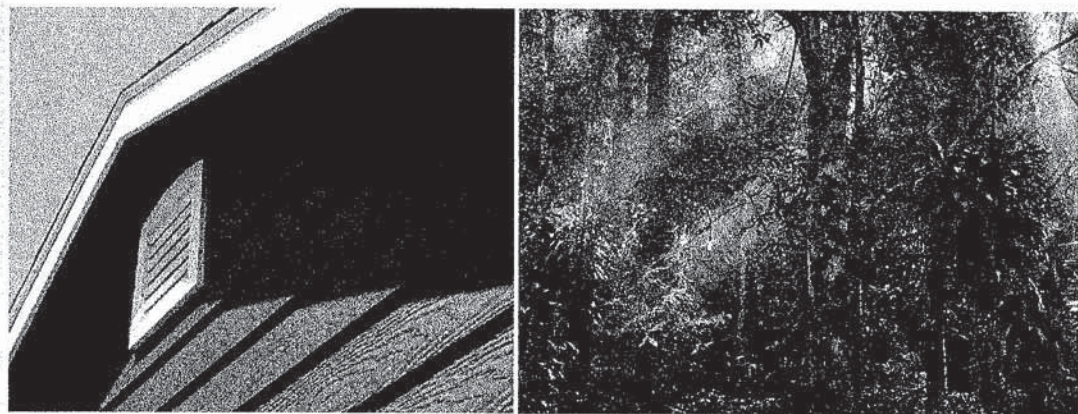
- HARSH JUNGLE ENVIRONMENT
- HIGH HUMIDITY
- 170" ANNUAL RAINFALL
- HIGH FORMOSAN TERMITE POPULATION
- IDEAL CONDITIONS FOR FUNGAL DECAY



170" OF ANNUAL RAINFALL



FORMOSAN TERMITE



To learn more about LP SmartSide Trim and Siding with SmartGuard, visit lpsmartside.com.

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CC_PACKET_10062015
Page 180 of 237



Planning Report
Tuesday, October 6, 2015
Wayzata City Council Meeting

Applicant: Clock Tower Venture, LLC and CoV Restaurant
Address of request: 700 Lake Street E.
PID number: 06-117-22-42-0038
Prepared By: Eric Zweber, Interim City Planner
Project Summary: Request to locate storage bin on City Right of Way (ROW) to the rear and the east of the building.

Section 1. Development Application

- 1.1. General. Clock Tower Venture, LLC and CoV Restaurant (collectively, the “Applicant”) at 700 Lake St E. (the “Property”) desire to expand their existing private dining space by adding a sixteen (16) ft x seventeen (17) ft (272 square feet) glass enclosed dining space at the rear of the building. That request included two City Right-of-Way (ROW) encroachment agreements for two storage structures, one directly to the rear and to the east of the building and the other to the rear of the Steele Fitness building. On February 3, 2015, the City Council approved Resolution 10-2015 which allowed the building expansion and the ROW encroachment directly to the rear and to the east of the building to allow a structure to store wood only. The second ROW encroachment to the rear of Steele Fitness was denied.

Tonight, Dean Vlahos of CoV restaurant is requesting (Attachment A) the ROW encroachment agreement to the rear and the east of the building be approved for the storage of empty kegs, a grease recycling cart and a uniform laundry bin in addition to the wood. Currently, the wood is stored in a canvas enclosure to the rear of the patio and on the CoV property. The uniform laundry bin is located in the open to the rear of the building and the grease recycling cart and empty kegs are located in the open to the rear and the east of the building in the location where the canvas enclosure is being requested. Photos of current outdoor storage are provided in Attachment B.

1.2 Relevant Property Information.

Zoning:	Central Business District C-4B
Comp Plan:	Central Business District
Tenant Space:	7,694 SF for Restaurant

1.3 Legal Description.

A copy of the legal description for the subject properties are on file and available for viewing at City Hall. The following property description includes the subject Property in the Application:

700 Lake Street East	06-117-22-42-0038	Clock Tower Venture
----------------------	-------------------	---------------------

Image 1.1: Context Aerial



1.4 Public Notice Requirements.

No public hearing is necessary for a ROW encroachment agreement. ROW encroachment is regulated through Wayzata City Code Chapter 315.

1.5 Project Description.

The proposed Project is a request for use of City ROW for storage:

The Applicant is proposing to locate a canvas storage bin on City ROW for storage of wood, empty kegs, and grease recycling containers for the restaurant.

The Applicant has provided a site plan showing the location of the storage bins (Attachment C-1 and C-2), and a layout plan of the storage bin (Attachment C-3).

1.6 February 3, 2015 City Council Meeting Summary.

On February 3, 2015, the City Council reviewed the CoV building expansion and two ROW encroachment request. The City Council Minutes for that meeting (Attachment D) states that the City Council was supportive of the ROW encroachment location to the rear and the east of the CoV restaurant building, but was not supportive of the encroachment to the rear of the building occupied by Steele Fitness. Resolution 10-2015 (Attachment E) was approved on February 3 including the approval of the building expansion; approving the ROW encroachment to rear and east of CoV for the storage of **wood only**; and the denial of the ROW encroachment to the rear of Steele Fitness.

Section 2. Standards

2.1 Temporary Encroachments – City Code Section 315.

- A. Permit Required. No person shall construct or alter any building, sign, awning, marquee, landscape planter or similar structure so as to place it on or over City property without first obtaining a permit therefor from the City.
- B. Standards. All applications for temporary encroachments shall be referred to the City Council for approval or disapproval. The following standards and limitations shall govern the consideration and continued validity of all such permits:
 - A. No permit for a temporary encroachment shall be approved if the encroachment will substantially impair the public's use of City property.
 - B. The applicant for a permit for a temporary encroachment shall have the burden of establishing that the encroachment is necessary in accordance with the criteria of Section 315.07, which are listed below:
 - 1. There are exceptional or extraordinary circumstances or conditions apply to the encroachment in question, which circumstances or conditions do not apply generally to other structures or property within the City.
 - 2. Under the circumstances of the particular situation, the encroachment will not adversely affect the health, safety or general welfare of residents of the surrounding area or of the community as a whole.

- C. Written Agreement Required. If the City Council approves a permit for an encroachment, a written agreement shall be entered into between the City and the property owner setting forth the conditions of approval and the maintenance of said encroachment. Each such agreement shall include, but not be limited to, a clause holding the City harmless from liability for injuries directly or indirectly resulting from said encroachment.
- D. Right of Revocation. Any permit granted by the City permitting a temporary encroachment shall be revocable by the City at any time upon sixty (60) days written notice to the licensee.

Section 3. Project Discussion

3.1 Staff Analysis of Proposal.

The City Council had approved a ROW encroachment for a canvas enclosure in the location to the rear and to the east of the CoV Restaurant building on February 3, 2015, but limited the storage to wood only. Currently, the uniform bin, the empty kegs and the grease recycling cart are stored outdoors unscreened. Allowing these items to be stored in the previously approved canvas storage container will have the exact same appearance to the general public as the canvas enclosure with only wood within it. The conditions and regulations proposed for the encroachment and the enclosure are provided in Attachment F.

Section 4: Action Steps

After considering the items outlined in this Report, the City Council should pursue one of the following options as an action step:

1. Adopt the draft approval Resolution No. 36-2015 included as Attachment G of this Report.
2. If the Council wishes to significantly modify the Resolution for approval, the Council should direct staff to prepare a revised Resolution for review and adoption at the next Council meeting.
3. If the Council wishes to pursue a denial motion, the Council should direct staff to prepare a revised Resolution reflecting the denial motion for review and adoption at the next Council meeting.

Attachments:

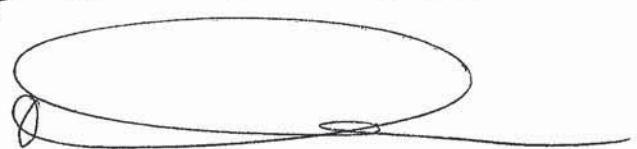
- Attachment A: Dean Vlahos request
- Attachment B: Site Photos

- Attachment C: Project Plan Set
 - Attachment C-1: Application Locations
 - Attachment C-2: Pad Locations
 - Attachment C-3: Enclosure Plan
- Attachment D: Minutes from the February 3, 2015 City Council Meeting
- Attachment E: Resolution 10-2015
- Attachment F: ROW Encroachment Agreement
- Attachment G: Draft Resolution 36-2015

Mayor & City Council

I'd LIKE TO REQUEST
A Right Away
Encroachment Agreement
For the East Side of
the Cav Wayzata Restaurant
to Enclose the Keys -
Gross Pm & Uniform
BIN.

Dean Vlahos



THANK YOU

CoV Photos (09/08/2015)



East Property Line



Rear of Building

Cov

Steele Fitness

Enclosure allowed on ROW

Enclosure not allowed on ROW

Application Locations

Enclosure allowed on ROW

Enclosure not allowed on ROW

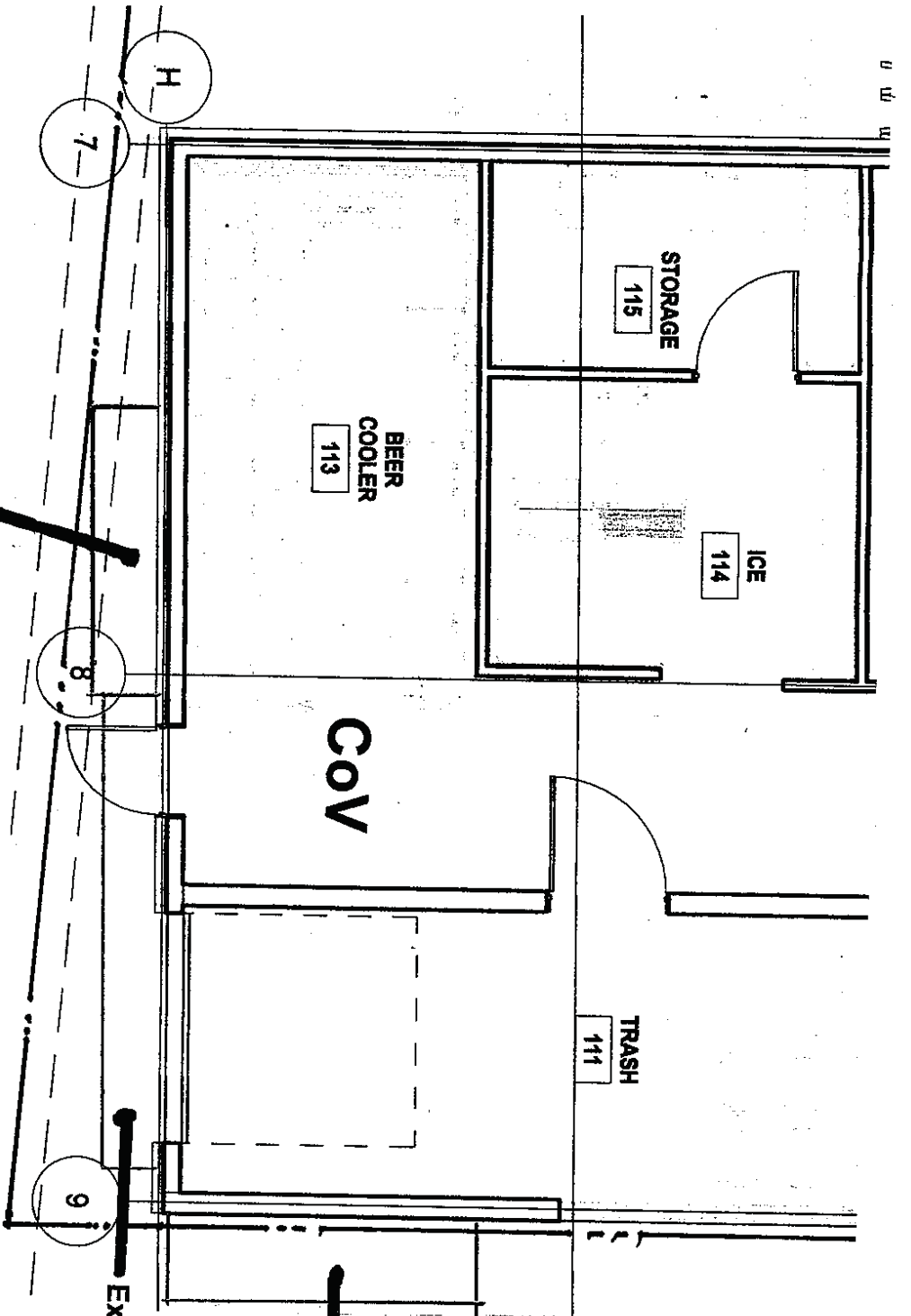
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR
REPORT WAS PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT
UNDER THE LAWS OF THE STATE OF MINNESOTA.

Neil Weber
DATE **21 SEP 2015**
REGISTRATION #11325
NEIL WEBER, AIA



WEBER
architects & planners

2280 Watertown Road, Long Lake, MN 55356-9419
952.476.4434 • Fax 952.476.5863 • nw@weberarchitects.com



Enclosure on private property
Pad 3'0" x 13'0"

Enclosure on ROW
Pad 3'6" x 14'0"

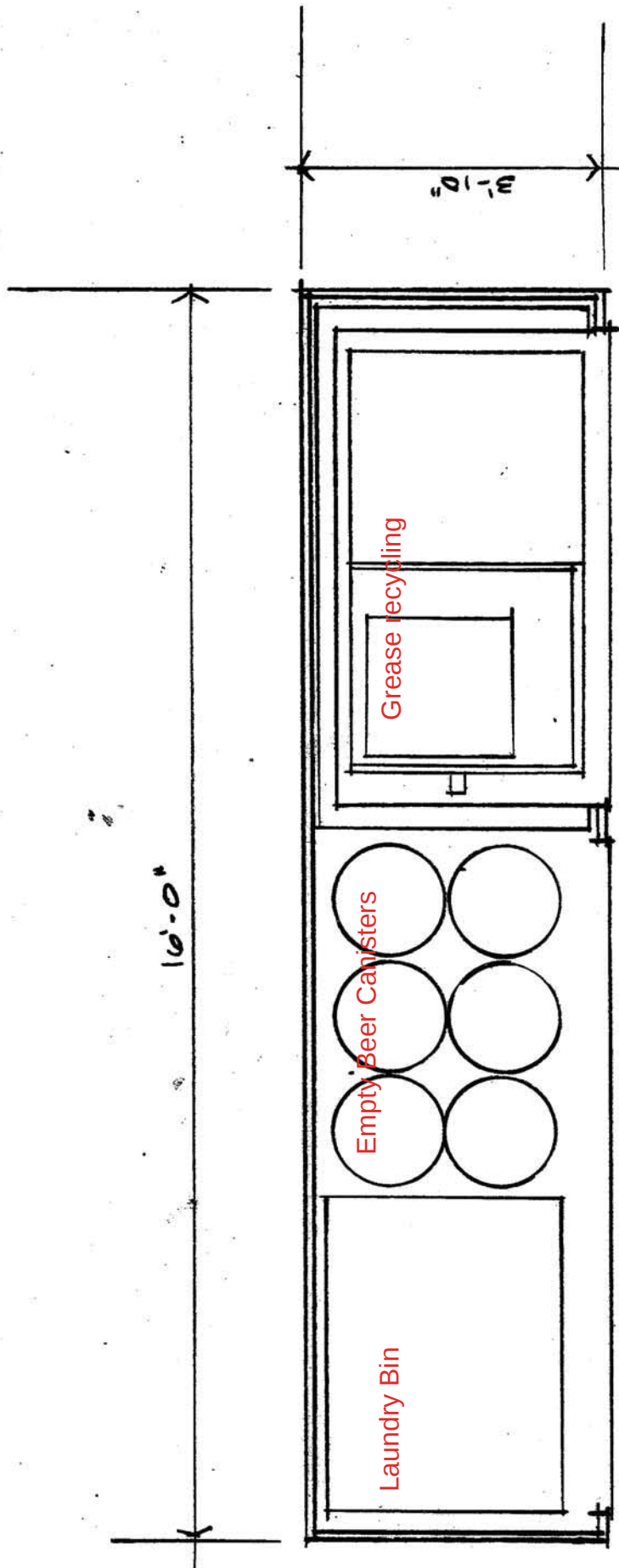
Existing concrete apron

Pad Locations

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

NEIL WEBER, AIA
DATE 21 8/2015
REGISTRATION #11325

WEBER
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952.476.4434 • Fax 952.476.5863 • nw@webearchitects.com



Canvas Enclosure

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

NEIL WEBER, AIA DATE REGISTRATION #11325



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952.476.4434 • Fax 952.476.5863 • nw@weberarchitects.com

**WAYZATA CITY COUNCIL
MEETING MINUTES
February 3, 2015**

AGENDA ITEM 1. Call to Order and Roll Call.

Mayor Willcox called the meeting to order at 7 p.m. Council Members present: Anderson, McCarthy, Mullin (arrived at 7:53 p.m.), and Tyacke. Also present: City Manager Nelson, Director of Planning and Building Gadow, and City Attorney Schelzel.

AGENDA ITEM 2. Approve Agenda.

Mrs. McCarthy made a motion, seconded by Mr. Tyacke, to approve the agenda, as presented. The motion carried 4/0.

Mayor Willcox reported that a closed session was held that day at 5:30 p.m. pursuant to Minnesota State Statute concerning attorney client privilege. The meeting concerned an appeal filed to the Minnesota District Court by Continental Property Group LLC concerning the denial of a Planned Unit Development concept plan and height variance at 253 and 259 Lake Street.

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

a. Update on Legislative Session – State Senator David Osmek

This item was considered following Agenda Item 5a upon Senator Osmek's arrival.

b. Planning Commission and Charter Commission Service Awards

Mayor Willcox shared that Todd Pearson had served on the Planning Commission from 2012-2014. The Mayor thanked Mr. Pearson for his service and presented him with a nameplate and plaque.

Mayor Willcox also shared that Steven Tyacke had served on the Planning Commission in 2014 and on the Charter Commission from 2012-2014. The Mayor thanked Mr. Tyacke for his service and presented him with a nameplate and plaque.

AGENDA ITEM 4. Consent Agenda.

Mrs. Anderson requested that Item 5.e. in the Minutes of January 20, 2015 be verbatim. Mr. Schelzel advised that meeting minutes should be summarized and should accurately reflect the meeting. He also noted that recordings of the meetings were available to all and were part of the public record. Mrs. Anderson requested to pull the Minutes of January 20, 2015 so that she could review them and request specific revisions.

Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to approve the consent agenda:

- a. Approval of Workshop Minutes of January 20, 2015 ~~and Minutes of January 20, 2015~~
- b. Approval of Check Register
- c. Municipal licenses which received administrative approval (informational only)
- d. Approval of Second Reading of Ordinance 751 Rezoning 236-240 Minnetonka and 519 Indian Mound
- e. Consider First Reading of Ordinance 750 Allowing Installment Payments of City's On-Sale Liquor License Fees in Years 2015 and 2016
- f. Consider Resolution No. 11-2015 Adopting Revised Municipal Fees for 2015

The motion carried 4/0.

AGENDA ITEM 5. New Business.

- a. Consider Resolution No. 10-2015 Approval of CōV Southeast Dining Room Expansion

Mr. Gadow shared that CōV Restaurant was requesting to expand its existing dining space by adding an enclosed dining space at the rear of the building where there was currently an outdoor waiting area. In addition, CōV was requesting the use of City right-of-way adjacent to the restaurant to the east for the location of two enclosed storage structures for wood and empty kegs. Mr. Gadow discussed parking impacts and presented photos of proposed changes, concept plan, and action steps.

Mr. Gadow answered a question from the Council, indicating that the changes would not impact the railroad's right-of-way. The Council asked about impacts to Steele Fitness next door. Mrs. Anderson presented a photo of the rear of the buildings where the additional storage would be added.

Neal Weber, Weber Architects, explained that there was already one canvas covered storage area for firewood due to health codes and they were requesting to duplicate it for a place to store items that were being picked up on a daily basis.

Dean Vlachos, CōV, answered a question from the Council, indicating that he believed the extra storage would be adequate space during peak season for the items that get picked up including empty kegs, laundry bin, and grease storage.

The Council noted an e-mail from Steele Fitness that did not approve the extra storage facility in the rear of the building.

The Council each discussed their opinion and a possible payment for use of public right-of-way. Attorney Scelzel suggested directing staff to think about temporary encroachment permits. Mr. Gadow noted that there was currently a fee of \$750.00. The Council approved of the wood storage, noting it was a health code concern, but was concerned with the precedence of allowing storage on public right-of-way and the concerns of Steele Fitness.

Mr. Mullin arrived at the meeting at 7:53 p.m.

The Council discussed the addition of the private dining room. The Council's main concern related to parking issues that the additional seating could cause.

The Council directed staff to encourage participation in the Pilot Parking Program and maintain the obligation for additional stalls. Mrs. Anderson explained the Pilot Parking Program including valet, employee parking, and the Trolley program.

Mr. Mullin made a motion, seconded by Mrs. Anderson, to direct staff to revise Resolution No. 10-2015 to reflect approval of expansion of dining facility, to deny the additional outdoor storage, to allow the wood storage in public right-of-way, and to reevaluate language to make sure it covers future parking plans. The motion carried 5/0.

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

3.a. Update on Legislative Session – State Senator David Osmek

Senator Osmek arrived and presented updates on current legislative issues. Senator Osmek shared that he served on the Energy and Environment Committee, the Economic Development and Environment Division, and the Public Safety and Transportation Committee. He discussed Highway 12 improvements, a proposal to change how Metropolitan Council representatives were appointed, and an overview on the 2014 request for bonding.

The Council asked questions concerning improvements to highway signage and Sunday liquor sales. Senator Osmek asked the Council to send him specifics concerning the highway signs and discussed Sunday liquor sales noting that he was a proponent.

Ms. Nelson noted that minimum wage tip credit was a concern. Senator Osmek responded that it had been addressed, but did not go through.

AGENDA ITEM 5. New Business – continued.

RESOLUTION NO. 10-2015

RESOLUTION APPROVING CUP AMENDMENT AND TEMPORARY ENCROACHMENT PERMIT AT 700 LAKE STREET

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

Section 1. BACKGROUND

1.1. Development Application. Clock Tower Venture, LLC and CoV Restaurant (collectively, the "Applicant") at 700 Lake St E. (the "Property") have submitted an application (the "Application") to expand the existing private dining space at CoV Restaurant by adding a sixteen (16) by seventeen (17) foot (272 square feet) glass enclosed dining space at the rear of the building (the "Proposed Expansion"). The Proposed Expansion requires an amendment to an existing 1988 Conditional Use Permit (CUP) and development agreement to increase the number of permitted restaurant seats and approve the additional parking burden (the "CUP Amendment"). The original CUP and Development Agreement was approved on March 1, 1988 and amended in 2014 when the CoV Restaurant opened. In addition, the Application also requests a temporary encroachment permit to utilize a portion of City Right of Way (ROW) adjacent to the Property to locate two enclosed storage bins for materials related to the restaurant operation (the "ROW Encroachment").

1.2. Legal Description. The address, property identification number and owner of the property included in the Application is:

700 Lake Street East	06-117-22-42-0038	Clock Tower Venture
----------------------	-------------------	---------------------

1.3. Land Use. The Property is located within the C-4B Central Business District, as defined in Section 801.79 of the Wayzata Zoning Ordinance. The Property is guided for Central Business District in the Wayzata Comprehensive Plan. The current restaurant use and associated parking is governed by an 1988 Development Agreement and Conditional Use Permit, amended most recently in 2014.

1.4. Notice. Notice of a public hearing on the Application was published in the *Lakeshore Weekly* on January 13, 2015. A copy of the notice was also mailed to all property owners located within 350 feet of the Property on January 15, 2015.

1.5. Planning Commission Action. The Planning Commission reviewed the Application and held a public hearing at their January 26, 2015 meeting. The Planning Commission voted seven (7) in favor and zero (0) opposed to recommend approval to the City Council with conditions.

1.6. Parking.

The Application includes a request to expand the amount of existing enclosed seating within the restaurant space. This expansion would have an impact on parking demand for the Property. As the Property is currently configured, the building and site do not have any space for on-site parking for the restaurant use and operate pursuant to the existing CUP. To address parking shortages currently, the restaurant operator utilizes a valet service to move restaurant user vehicles to other parking areas in the community, including the adjacent City owned surface parking lot on Lake Street.

The proposed building expansion of 272 SF would create the following additional parking requirement under the City's Zoning Ordinance:

Use	Requirement	Square Footage	Parking Requirement
Private Dining Space	1 per 40 SF of Dining Area	272 SF	7 spaces
			7 spaces

Section 2. STANDARDS

2.1 Parking CUP in C-4, C-4A, and C-4B Districts– City Code Section 801.20.17

- A. An amended conditional use permit may be applied for and administered in a manner similar to that required for a new conditional use permit. Amended conditional use permits shall include requests for substantial changes in conditions or expansions of use, and as otherwise described in the Zoning Ordinance. Section 801.04.05.
- B. Within the C-4, C-4A and C-4B Zoning Districts, the City may approve development and uses which do not comply with the required number of parking spaces as a conditional use permit, provided that:
 1. A development agreement running with the land is completed in which it is agreed that the property in question is financially responsible for its proportionate share of the City sponsored and provided parking space construction, maintenance, and parking site acquisition for new on-street, lot and/or ramp parking. Said responsibility shall be determined on the basis of the property's parking space shortage based upon ordinance requirements, in relationship to the total parking space shortage, as defined by Section 801.20 for a defined service and benefit area. The "service and benefit area" shall include all properties which benefit from the available public parking serving a particular retail and commercial neighborhood or district.

2. The amount of parking provided on the property in question is the maximum amount possible, taking into account the use and design objectives of the C-4, C-4A and C-4B Districts as outlined by this Ordinance and the Comprehensive Plan.
3. The parking shortages created by the development are not premature or in excess of the supply which can be provided by the City through a public parking system on a long term basis.
4. The provisions of Section 801.04.2.F of this Ordinance are considered and satisfactorily met. Section 801.04.2.F directs the Planning Commission and City Council to consider possible adverse effects of the proposed conditional use. Their judgment shall be based upon (but not limited to) the following factors:
 - A. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.
 - B. The proposed use's compatibility with present and future uses of the area.
 - C. The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.).
 - D. The proposed use's effect on the area in which it is proposed.
 - E. The proposed use's impact upon property values in the area in which it is developed.
 - F. Traffic generated by the proposed use is in relation to capabilities of streets serving the property.
 - G. The proposed use's impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.

2.2 Temporary Encroachments – Section 315.05.

- A. Permit Required. No person shall construct or alter any building, sign, awning, marquee, landscape planter or similar structure so as to place it on or over City property without first obtaining a permit therefor from the City.
- B. Standards. All applications for temporary encroachments shall be referred to the City Council for approval or disapproval. The following standards

and limitations shall govern the consideration and continued validity of all such permits:

- A. No permit for a temporary encroachment shall be approved if the encroachment will substantially impair the public's use of City property.
- B. The applicant for a permit for a temporary encroachment shall have the burden of establishing that the encroachment is necessary in accordance with the criteria of Section 315.07, which are listed below:
 - 1. There are exceptional or extraordinary circumstances or conditions apply to the encroachment in question, which circumstances or conditions do not apply generally to other structures or property within the City.
 - 2. Under the circumstances of the particular situation, the encroachment will not adversely affect the health, safety or general welfare of residents of the surrounding area or of the community as a whole.
- C. Written Agreement Required. If the City Council approves a permit for an encroachment, a written agreement shall be entered into between the City and the property owner setting forth the conditions of approval and the maintenance of said encroachment. Each such agreement shall include, but not be limited to, a clause holding the City harmless from liability for injuries directly or indirectly resulting from said encroachment.
- D. Right of Revocation. Any permit granted by the City permitting a temporary encroachment shall be revocable by the City at any time upon sixty (60) days written notice to the licensee.

Section 3. FINDINGS

The City Council of the City of Wayzata hereby confirms and memorializes that the CUP Amendment and ROW Encroachment depicted in the Application meets the applicable requirements of Wayzata's Zoning Ordinance and City Code Chapter 315, based upon the following findings of fact made on the record (as well as all Application materials, staff reports, public comment presented at the hearing, and the Recommendation of the Planning Commission):

3.1 CUP Amendment:

- A. Given the existing location and layout of the Property, the conditions of Section 801.20.17 are met. As a condition of approval, the Applicant must enter into a development agreement running with the land in which it is agreed that the property is financially responsible for its proportionate

share of the City sponsored and provided parking space construction, maintenance, and parking site acquisition for new on-street, lot and/or ramp parking. Said responsibility shall be determined on the basis of the property's parking space shortage based upon ordinance requirements, in relationship to the total parking space shortage, as defined by Section 801.20 for a defined service and benefit area.

- B. The CUP Amendment request does not contravene the provisions of the Comprehensive Plan. The Property remains guided for Central Business District use, which is not affected by the CUP Amendment request.
- C. The Proposed Expansion is compatible with the present restaurant and probably future uses of the area.
- D. The Proposed Expansion would not conform with the parking performance standards that are required for the expansion of dining space, and additional parking cannot be added on-site. As a condition of approval, the Applicant shall be responsible for a financial assessment for the proposed parking shortage of seven (7) parking stalls created by the Proposed Expansion.
- E. The Proposed Expansion is not anticipated to have a negative effect on the area in which it is proposed in that any increased parking would be handled using existing parking strategies, such as valet services, and/or future City-wide parking solutions.
- F. It is not anticipated that the Proposed Expansion would have a negative effect on property values in the adjacent area.
- G. The Proposed Expansion is unlikely to generate enough traffic to exceed the capabilities of streets serving the property.
- H. As noted above, the Proposed Expansion would create a parking shortage of seven (7) parking spaces. As a condition of approval, the Applicant shall be responsible for a financial assessment for the proposed parking shortage of seven (7) parking stalls created by the Proposed Expansion.

3.2 City ROW Encroachment.

- A. The ROW Encroachment of the proposed secondary storage bin may substantially impair a portion of the ROW used by the public in connection with the adjacent property.
- B. The Applicant has established that there are exceptional circumstances that apply only to one of the requested storage bins comprising the ROW Encroachment, in that the Health Department requires that the wood for

the restaurant's grill be stored on the outside of the building. The addition of a proposed secondary storage bin in the ROW in the rear of the adjacent building would negatively impact that adjacent property and the City's ability to utilize its ROW.

- C. As the ROW Encroachment is located in the rear of existing buildings on City ROW, and screened in enclosed containers, it would not impact the health, safety or general welfare of residents of the surrounding area or of the community as a whole.

Section 4. CITY COUNCIL ACTION

- 4.1 Based on the Findings of this Resolution, the request for approval of the CUP Amendment as set forth in the Application (Attachment A), is hereby **APPROVED** subject to all of the following conditions (failure to comply with any one of these conditions shall result in the revocation of this approval):

- A. The 1988 Development Agreement and Conditional Use Permit and subsequent 2014 Amendment shall be amended, in a form acceptable to the City Attorney, by the Applicant and the City to incorporate the approvals and conditions granted herein, including, but not limited to the future financial obligation for the existing parking spaces and the seven (7) parking spaces approved hereby, and a renewed acknowledgement by the Applicant in that agreement that the owner of the Property may be required to participate in resolving potential parking shortages.
- B. The Applicant shall apply for and receive approval of the appropriate building permits from the City Building Official for the Proposed Expansion.

- 4.2 Based on the Findings of this Resolution, the request for approval of a temporary encroachment permit pursuant to City Code Ch. 315 for one (1) storage bin containing wood on the ROW as set forth in the Application (Attachment A), is hereby **APPROVED** subject to all of the following conditions (failure to comply with any one of these conditions shall result in the revocation of this approval):

- A. The Applicant must comply with all provisions of City Code Section 315.05, including entering into a written agreement, in a form acceptable to the City Attorney, setting forth the conditions of approval and the maintenance of said encroachment.
- B. The Applicant must comply with any future policy and fees established by the City Council for use of City Right-of-Way.
- C. The Applicant must maintain the rear portion of the existing building, keeping it free of debris, and provide appropriate landscaping of the area.

D. The Applicant must place and maintain a container for used cigarettes and other debris adjacent to the enclosed storage containers on City ROW.

4.3 Based on the Findings of this Resolution, the request for approval of a temporary encroachment permit pursuant to City Code Ch. 315 for a second storage enclosure on the ROW, adjacent to the immediate south of 712 Lake Street, as set forth in the Application (Attachment A), is hereby **DENIED**. The Applicant is instead directed to work with City Staff on identifying an alternative location for the storage enclosure on the Applicant's Property.

Adopted by the Wayzata City Council this 3rd day of February, 2015.



Mayor Ken Willcox

ATTEST:



City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption: Mullin

Seconded by: Anderson

Voted in favor of: Anderson, McCarthy, Mullin, Tyacke, and Willcox

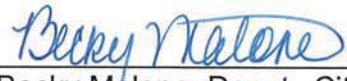
Voted against: None

Abstained: None

Absent: None

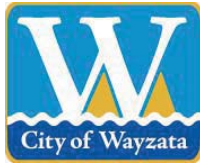
Resolution adopted.

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 February 3, 2015.



Becky Malone, Deputy City Clerk
SEAL

RIGHT-OF-WAY ENCROACHMENT AGREEMENT



This Agreement is entered into effective the ____ day of October, 2015, by and between the City of Wayzata, a Municipal Corporation (hereinafter referred to as "CITY") and Clock Tower Venture, a Texas joint venture (hereinafter referred to as "PERMITTEE").

WHEREAS, PERMITTEE owns real property located in CITY and described more fully in Exhibit A hereto ("Premises"); and

WHEREAS, CITY right-of-way extends over approximately three foot six inches (3.5 feet) by fourteen (14) feet adjacent and directly east of Premises; and

WHEREAS, PERMITTEE has requested a temporary encroachment permit under Wayzata City Code Chapter 315 for use of such City right-of-way for the purposes of installation and use of a canvas enclosure to house a uniform bin, a grease cart and beer kegs for the benefit of PERMITTEE's Premises ("Encroachment Materials" designated in Exhibit B and shown on attached site plan hereto); and

WHEREAS, CITY has determined that PERMITTEE'S requested encroachment will not negatively affect CITY's ability to maintain and use said CITY right-of-way; and

WHEREAS, the CITY has approved a permit for the requested encroachment pursuant to City Council Resolution No. _____ ("Approval Resolution").

NOW THEREFORE, in consideration of the foregoing, the faithful performance of the terms and conditions herein, in compliance with City Code Section 315.08, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Description of Real Property.** The Premises are described in Exhibit "A" which is attached hereto and incorporated herein by reference.

2. **Encroachment Authorized.** The conditions, location and description of the authorized uses within the approved encroachment (the "Encroachment") are set forth in the Approval Resolution and in Exhibit "B" hereto, and incorporated herein by reference.

3. **PERMITTEE'S Responsibility for Costs.** Any and all costs associated with the initial installation and maintenance, and removal and/or restoration of the Permitted Encroachment Materials, including, though not by way of limitation, the expenses required in affecting paragraphs 4, 5, 7 and 11 herein, will be borne and paid exclusively by the PERMITTEE.

4. **PERMITTEE'S Responsibility for Removal.** If at any time the CITY, its agents, or

Public Utility Companies who have permission to have their utilities within the CITY Right-of-Way, requests or requires removal of any or all of the Permitted Encroachment Materials for maintenance or any other public improvements, or requires permanent removal of the Permitted Encroachment Materials because of the need to use the CITY Right-of-Way in such a manner that requires removal of the Permitted Encroachment Materials, such removal will be done by the CITY at PERMITTEE'S sole expense provided that the CITY first informs the PERMITTEE of its intentions, consults with the Permittee regarding need to access the CITY right-of-way, and does all work in such a way so as to reasonably minimize the impact to the Permitted Encroachment Materials, or such removal may be done by the PERMITTEE, again at PERMITTEE'S sole expense upon approval of the CITY. Any replacement of Encroachment Materials and any expense of replacement shall be the sole responsibility of PERMITTEE.

5. **Emergency.** If there is an emergency situation requiring full or partial removal of any or all the Permitted Encroachment Materials and the CITY, its agents, or Public Utility Companies are unable to contact the PERMITTEE within a reasonable time, the CITY, its agents, or the Utility Company with an approved right-of-way permit from the CITY, will engage in such removal of the Permitted Encroachment Materials as deemed necessary to perform the emergency repairs. Replacement of the Permitted Encroachment Materials will be at the discretion of the CITY but to the extent reasonably possible, the CITY will attempt to restore the Permitted Encroachment Materials to its previous condition. All expenses of removal and/or replacement of Permitted Encroachment Materials shall be the sole responsibility of, and paid by, PERMITTEE.

6. **Permits.** Upon execution of this Encroachment Agreement, and payment by PERMITTEE of the CITY permit fees, CITY will issue an Encroachment Permit to PERMITTEE. Such permit shall be subject to the provisions of City Code Chapter 315, including the CITY's right of revocation thereunder.

7. **Maintenance of Encroachment.** PERMITTEE shall be solely responsible for the inspection, repair, maintenance, and snow removal from the Encroachment area during the period the Encroachment remains in the public right-of-way.

8. **Indemnification.** PERMITTEE shall indemnify, defend, and hold harmless the CITY from any and all liability directly or indirectly resulting from the Encroachment, including against any and all claims or suits for damages or injury arising from PERMITTEE's use of the Encroachment area or from any activity, work, or thing done, permitted, or suffered by PERMITTEE in or about the Encroachment area, and shall further indemnify, defend, and hold harmless CITY against and from any and all claims or suits arising from any breach or default of any performance of any obligation of PERMITTEE hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification. PERMITTEE shall maintain, at all times, sufficient insurance to cover this obligation that names the CITY as an additional insured, and shall provide proof of such insurance to the CITY upon request.

9. **Failure to Comply.** Notwithstanding CITY's rights under City Code Section 315.09, if PERMITTEE fails to comply with the requirements of this Agreement, CITY shall have the option of either (i) terminating this Agreement upon notice to PERMITTEE, or (ii) invoking the

rights under this Paragraph 9. Prior to termination pursuant to this Paragraph 9, CITY shall notify PERMITTEE in writing of the date of termination and the reasons for such action, at least thirty (30) days prior to its occurrence. If PERMITTEE corrects the deficiencies identified by CITY prior to the expiration date, or commences such correction prior to the expiration date and diligently prosecutes same to completion, then this Agreement shall remain in effect.

10. **Attorney's Fees.** In the event that it becomes necessary for either party to take legal action of any kind to enforce any of the provisions of this Encroachment Agreement, the parties agree that any costs associated with such shall be paid by the party against whom such action is taken.

11. **Encroachment Permit Fee.** PERMITTEE shall pay to the CITY the sum of \$750.00 for the CITY's engineering, planning and legal and permit fees in drafting, negotiating and executing this Encroachment Agreement.

12. **Relocation or Removal of Encroachment.** When any Encroachment authorized hereunder is found to be in conflict with existing or proposed facilities or improvements owned, maintained, or operated by CITY, or any utility with an easement over or in the CITY right-of-way, its agents, or Public Utility Companies who have permission to have their utilities within the CITY Right-of-Way, such encroachment shall, upon written demand of the City Engineer, be relocated in such a way as to eliminate the conflict. Said relocation shall be at the sole expense of PERMITTEE.

13. **Successors and Assigns.** Each and every provision of this Agreement is intended to and shall bind each and every successor or assign in title or interest to the Property. Each and all of the covenants herein shall run with and against the Property, or portion thereof, and shall bind each successor or assign to the extent that such part of the Property is affected or bound by the covenants in question.

14. **Notice.** All notices required herein shall be sent via email and First Class U.S. Mail with postage prepaid thereon to the parties as follows:

TO CITY: City of Wayzata
600 Rice Street East
Wayzata, MN 55391
Email: _____

TO PERMITTEE: Clock Tower Venture
c/o Gregory A Copp
1202 Nueces St
Austin, TX 78701-1720
Email: _____

Notices shall be deemed effectively served upon deposit in the United States Mail.

15. **Recordation.** This Agreement shall be recorded by the CITY with the Recorder of Deeds and/or Registrar of Titles for Hennepin County, Minnesota upon execution by all parties hereto.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

Subscribed and sworn to before me
this _____ day of _____, 2015.

Notary Public

By: _____
Owner

Its:

CITY OF WAYZATA, a municipal Corporation

Subscribed and sworn to before me
this _____ day of _____, 2015.

Notary Public

By: _____
Heidi Nelson, City Manager

Kenneth Willcox, Mayor

ATTEST:

By: _____
Assistant City Clerk

Subscribed and sworn to before me
this _____ day of _____, 2015.

Notary Public

EXHIBIT A
[Legal Description or Survey]

Street Address: 700 Lake Street East

PID 06-117-22-42-0038

Legal Description: Lot 1, Block 1, The Clocktower Addition, Hennepin County

EXHIBIT B
[Permitted Encroachment Materials]

The applicant shall construct a concrete pad a minimum of 4 inches thick and a maximum of 3 feet 6 inches deep by 14 feet long in the location shown in Attachment C. On top of the concrete pad shall be installed a canvas enclosure no larger than 6 feet 6 inches tall, 3 feet 6 inches deep and 14 feet long. Inside the canvas enclosure, only the following items may be housed:

1. Wood
2. Uniform Laundry Bin
3. Grease Recycling Cart
4. Beer Kegs

EXHIBIT C
[Encroachment Location Exhibit]

DRAFT RESOLUTION NO. 36-2015

**RESOLUTION APPROVING TEMPORARY ENCROACHMENT PERMIT
AT 700 LAKE STREET**

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

Section 1. BACKGROUND

- 1.1. Encroachment Permit Application. Clock Tower Venture, LLC and CoV Restaurant (collectively, the “Applicant”) at 700 Lake St E. (the “Property”) have submitted an application (the “Application”) under City Code Ch. 315 for a temporary encroachment permit to utilize a portion of City Right of Way (ROW) adjacent to the Property to locate an enclosed storage bin for wood, a uniform laundry bin, grease recycling cart, and beer kegs that are related to the restaurant operation (the “ROW Encroachment”).
- 1.2 Legal Description. The address, property identification number and owner of the property included in the Application is:

700 Lake Street East	06-117-22-42-0038	Clock Tower Venture
----------------------	-------------------	---------------------

Section 2. STANDARDS

2.1 Temporary Encroachments – City Code Ch. 315

- A. Permit Required. No person shall construct or alter any building, sign, awning, marquee, landscape planter or similar structure so as to place it on or over City property without first obtaining a permit therefor from the City.
- B. Standards. All applications for temporary encroachments shall be referred to the City Council for approval or disapproval. The following standards and limitations shall govern the consideration and continued validity of all such permits:
1. No permit for a temporary encroachment shall be approved if the encroachment will substantially impair the public’s use of City property.
 2. The applicant for a permit for a temporary encroachment shall have the burden of establishing that the encroachment is necessary in accordance with the criteria of Section 315.07, which are:

- a. There are exceptional or extraordinary circumstances or conditions applying to the encroachment in question, which circumstances or conditions do not apply generally to other structures or property within the City.
 - b. Under the circumstances of the particular situation, the encroachment will not adversely affect the health, safety or general welfare of residents of the surrounding area or of the community as a whole.
- C. Written Agreement Required. If the City Council approves a permit for an encroachment, a written agreement shall be entered into between the City and the property owner setting forth the conditions of approval and the maintenance of said encroachment. Each such agreement shall include, but not be limited to, a clause holding the City harmless from liability for injuries directly or indirectly resulting from said encroachment.
- D. Right of Revocation. Any permit granted by the City permitting a temporary encroachment shall be revocable by the City at any time upon sixty (60) days written notice to the licensee.

Section 3. FINDINGS

The City Council of the City of Wayzata hereby confirms and memorializes that ROW Encroachment depicted in the Application meets the applicable requirements of City Code Chapter 315, based upon the following findings of fact made on the record:

- A. The ROW Encroachment will not substantially impair the public's use of City property.
- B. The Applicant has established that there are exceptional circumstances that apply to the ROW Encroachment, in that the Health Department requires that the wood for the restaurant's grill be stored on the outside of the building, and there is limited space on and around the premises for storage.
- C. As the ROW Encroachment is located in the rear and directly east of existing building on City ROW, and screened in enclosed containers, it would not impact the health, safety or general welfare of residents of the surrounding area or of the community as a whole.

Section 4. CITY COUNCIL ACTION

- 4.1 Based on the Findings of this Resolution, the request for approval of a temporary encroachment permit pursuant to City Code Ch. 315 for one (1) enclosed storage

bin that may only be used for wood, a uniform laundry bin, grease recycling cart, and beer kegs that are related to the restaurant operation, as located and further detailed in Attachment A, is hereby **APPROVED** subject to all of the following conditions (failure to comply with any one of these conditions shall result in the revocation of this approval):

- A. The Applicant must comply with all provisions of City Code Section 315.05, including entering into a written agreement, in a form acceptable to the City Attorney, setting forth the conditions of approval and the maintenance of said encroachment.
- B. The Applicant must comply with any future policy and fees established by the City Council for use of City Right-of-Way.
- C. The Applicant must maintain the rear portion of the existing building, keeping it free of debris, and provide appropriate landscaping of the area.
- D. The screening for the containers and bins must be maintained.
- E. The Applicant must place and maintain a container for used cigarettes and other debris adjacent to the enclosed storage containers on City ROW.

Adopted by the Wayzata City Council this ____ day of October, 2015.

Mayor Ken Willcox

ATTEST:

City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution 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 _____, 2015.

Becky Malone, Deputy City Clerk
SEAL

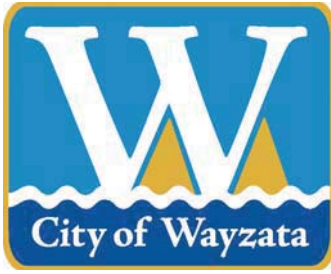
Attachment A

The Applicant may construct a concrete pad a minimum of 4 inches thick and a maximum of 3 feet 6 inches deep by 14 feet long in the location shown in Attachment B. On top of the concrete pad may be installed a canvas enclosure no larger than 6 feet 6 inches tall, 3 feet 6 inches deep and 14 feet long. Inside the canvas enclosure, only the following items may be housed:

1. Wood
2. Uniform Laundry Bin
3. Grease Recycling Cart
4. Beer Kegs

Attachment B

[Encroachment Location Exhibit]



City of Wayzata Public Works
299 Wayzata Blvd. W
Wayzata, MN 55391

Director of Public Service
David Dudinsky

City Engineer/Asst. Public Works Director
Mike Kelly

Public Works Superintendent
Jim Eibensteiner

Public Works Secretary/Utility Billing Clerk
Rebecca Jones

To: City Council
From: Public Works Department
Date: October 1, 2015
Re: Reconstruction of the parking lot behind CoV

The Public Works Department has been working on a plan to reconstruct the municipal parking area located behind the Perkins building, Steele Fitness and CoV restaurant. This project proposes to remove the existing pavement surface, install concrete curb along the south edge of the lot, and repave the lot.

Public Works has also been working with the adjacent property owners (Mr. Perkins, Mr. Schoen, Mr. Perbix and Mr. Vlahos) to coordinate any resurfacing of parking areas located on private property.

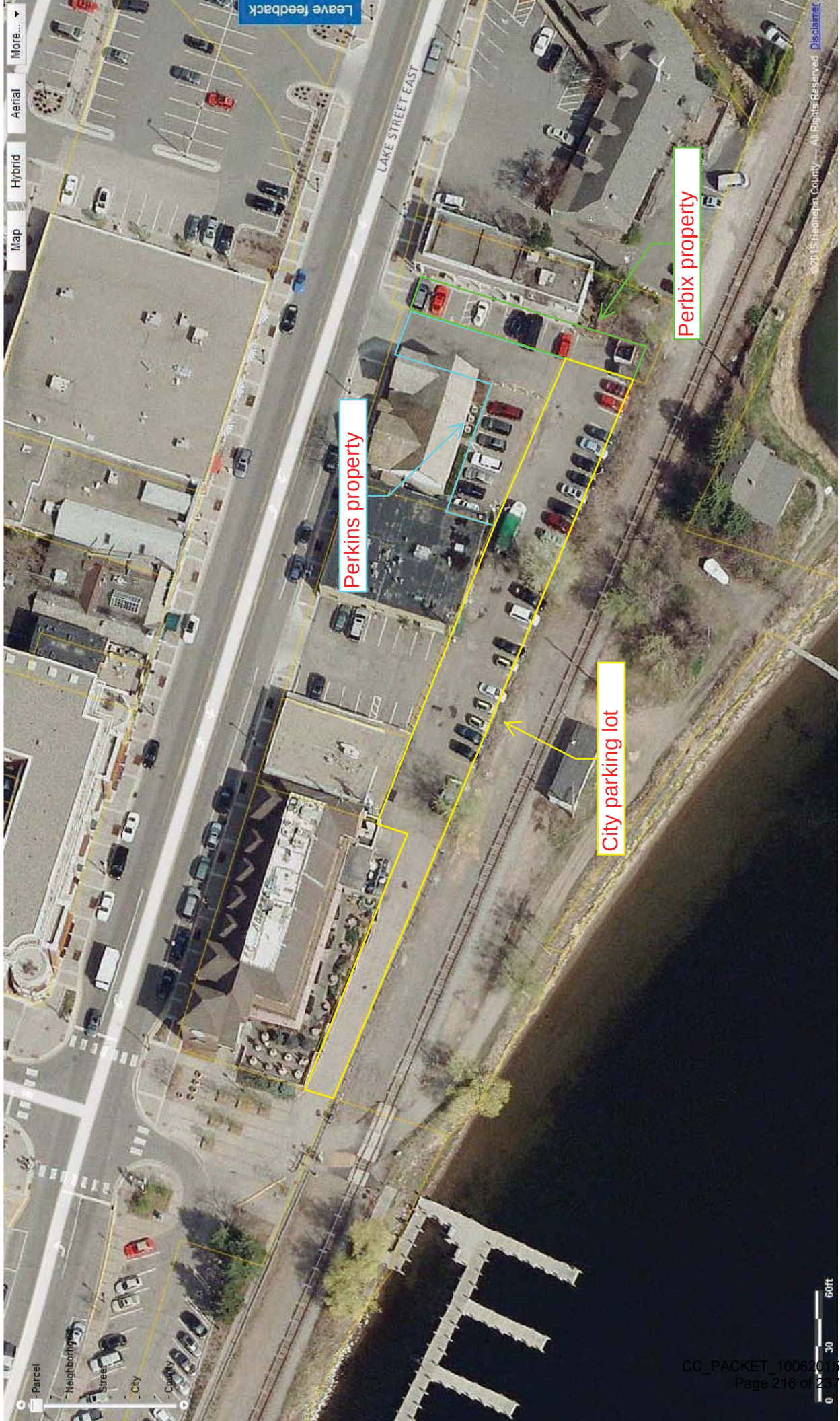
A map of the area is attached for your reference.

The Engineer's estimate for this work is \$63,795.00.

The project is proposed to be funded using the Street Capital Improvement Program (CIP). If reconstruction of private parking areas is requested by the owner, they will contribute the appropriate price per square foot.

The project could be completed in October 2015 and would require closure of the lot for approximately one week.

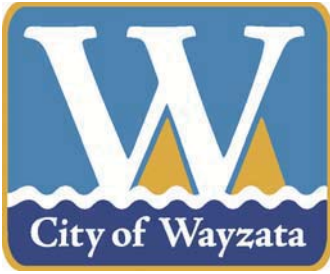
The Public Works Department requests authorization to proceed with this work and obtain quotes from a minimum of three (3) contractors.



Perkins property

Perbix property

City parking lot



City of Wayzata Public Works
299 Wayzata Blvd. W
Wayzata, MN 55391

Director of Public Service
David Dudinsky

City Engineer/Asst. Public Works Director
Mike Kelly

Public Works Superintendent
Jim Eibensteiner

Public Works Secretary/Utility Billing Clerk
Rebecca Jones

To: Wayzata City Council
From: Mike Kelly
Date: 10/1/2015
Re: East Buffer landscaping and Circle A pedestrian facility

Several months ago, the Public Works Department presented three (3) options for a possible pedestrian facility along the west side of Circle A Drive, in the area known as the east buffer. At that meeting, several City Council members reiterated the goal of maximizing the buffer and the need to further negotiate additional plantings in the area with Presbyterian Homes before deciding on a pedestrian facility.

To date, the City and Presbyterian Homes have committed to funding additional landscaping within the buffer. At this time, Presbyterian Homes has the desire to begin the placement of landscape materials this fall and is obligated to do so under the Amended and Restated Development Agreement that was approved in July of 2015. In order to finalize the placement of these plantings, city staff and Presbyterian Homes would like to discuss the desire of the Council to have a pedestrian facility in this area.

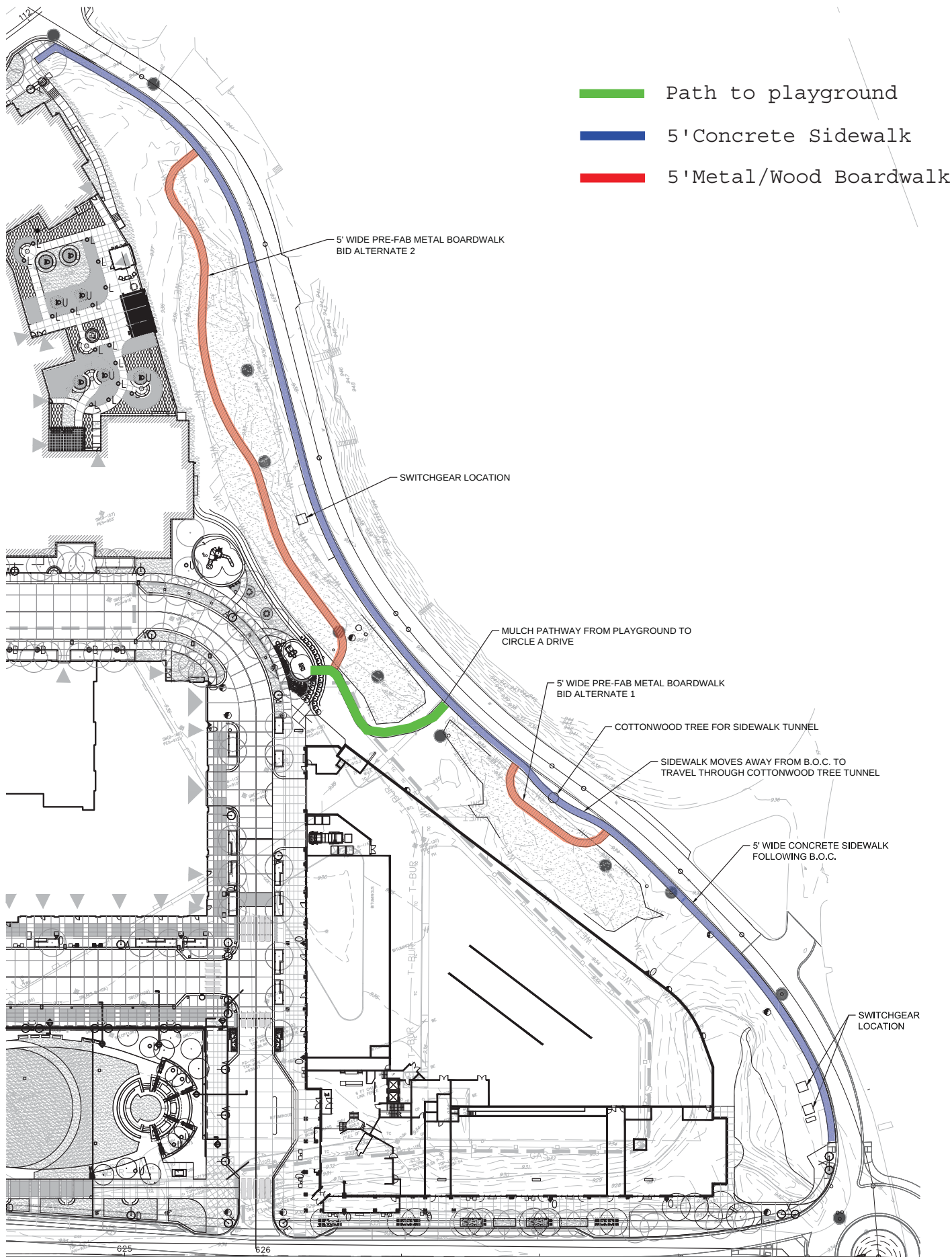
Additionally, on Wednesday, September 9, 2015, city staff and representatives from Presbyterian Homes and the Developer of the East Block held a neighborhood meeting to update the residents on the following topics:

- Plan for the east buffer landscaping
- Landscaping of the East corridor (roundabout and Eastman Lane)
- Discussions on pedestrian connections from the east neighborhood to the project
- East Block construction timeline, buffer impacts, interim vs. permanent landscaping plan and schedule, and East Neighborhood parking impacts.

The residents, staff and developer spent a significant portion of the meeting discussing the buffer area and possible pedestrian facility. The discussion came down to three options; install only the short connection from Circle A Drive to the playground, install a sidewalk behind the curb, and install a boardwalk through/over the wetland. A straw poll of the options was taken and no clear majority was obtained. However, the goal to maximize the buffer plantings was reiterated.

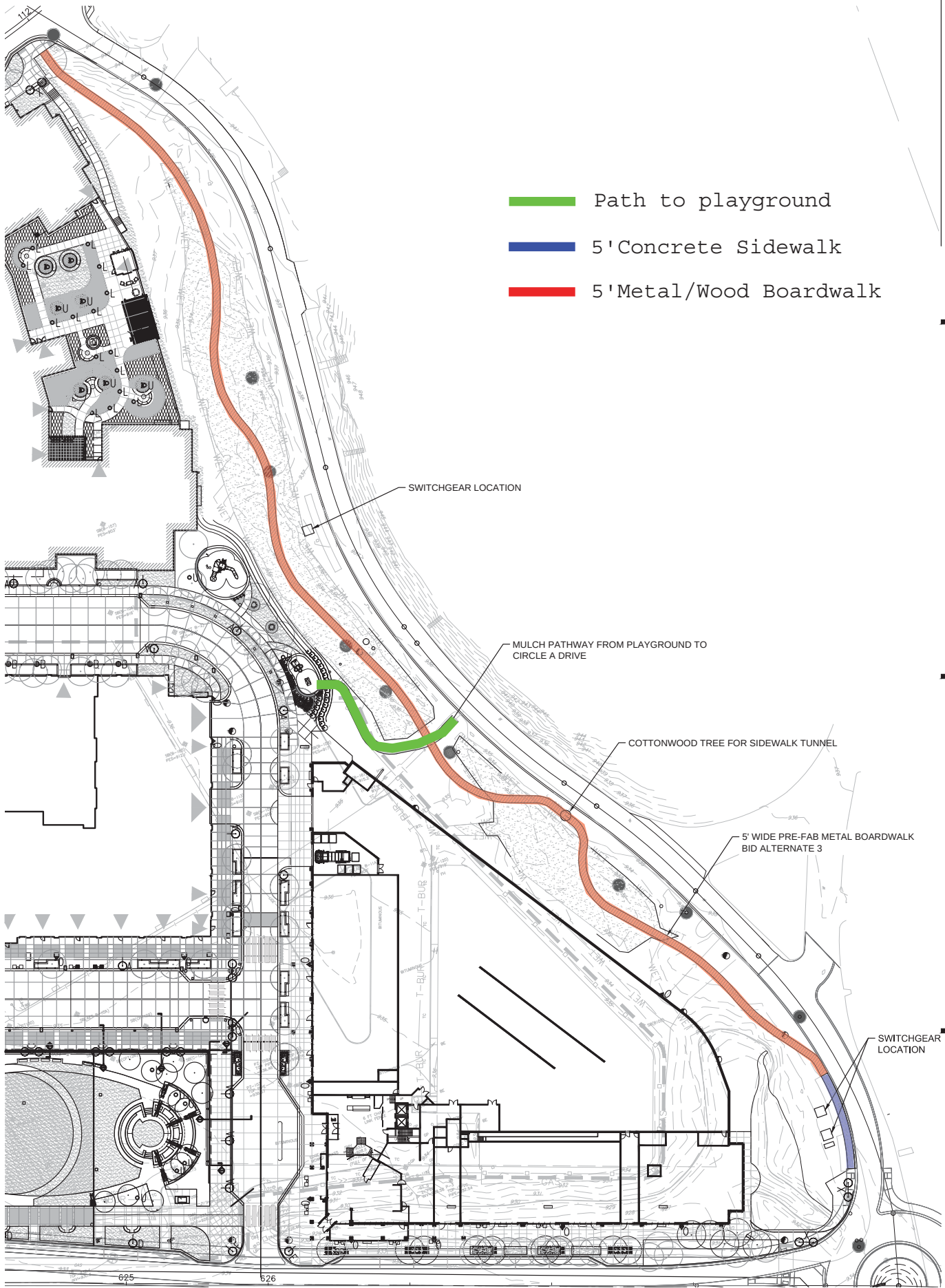
I have attached two (2) sketches indicating the previously discussed alternatives.

Staff would like direction from the Council on whether a pedestrian facility should be pursued, in order to allow the developer to proceed with a fall planting schedule.



PROPOSED LOCATION OF WALKWAY ALONG CIRCLE A DRIVE
WITH BOARDWALK BID ALTERNATES 1 & 2

Scale: 1" = 50'



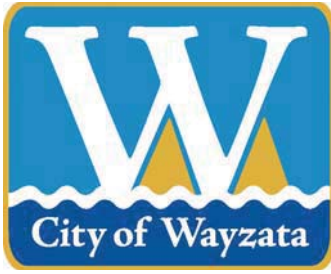
PROPOSED LOCATION OF WALKWAY ALONG CIRCLE A DRIVE
WITH BOARDWALK BID ALTERNATE 3

Scale: 1" = 50'

CC_PACKET 2510062015

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City of Wayzata Public Works
299 Wayzata Blvd. W
Wayzata, MN 55391

Director of Public Service

David Dudinsky

City Engineer/Asst. Public Works Director

Mike Kelly

Public Works Superintendent

Jim Eibensteiner

Public Works Secretary/Utility Billing Clerk

Rebecca Jones

To: City Council
From: Public Works Department
Date: October 1, 2015
Re: Peavey Bridge testing & MnDOT Master Partnership Contract

As part of the construction of the new bridge over the Peavey channel, many inspections and tests must be performed on the concrete to ensure that it is meeting the requirements of the plans and specifications.

Typically, the City would hire a testing company to perform these tests. This project is unique, however, as it is a city project that is being sponsored by Hennepin County, in order to receive State funding. Since this project is being funded by the State, it is more convenient to use the MnDOT testing facility for the project's required tests.

In order to have these test performed by MnDOT, and be billed directly, the City must enter into a contract for these services.

I have attached a copy of the proposed contract, which has been reviewed by the City attorney.

I have also attached a draft Resolution authorizing the City Manager and Mayor to execute the contract.

The Public Works Department requests approval of draft Resolution 37-2015.

CITY OF WAYZATA

RESOLUTION NO. 37-2015

**RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER PARTNERSHIP
CONTRACT BETWEEN THE CITY OF WAYZATA AND THE MINNESOTA
DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Minnesota Department of Transportation (MnDOT) wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs; and

WHEREAS, the City of Wayzata currently has the need to use MnDOT’s testing services for the Peavey Channel Bridge project.

NOW THEREFORE BE IT RESOLVED that the City of Wayzata enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was presented to the Wayzata City Council.

BE IT FURTHER RESOLVED that the Mayor and the City Manager are authorized to execute such contract, and any amendments thereto, on behalf of the City.

BE IT FURTHER RESOLVED that the Director of Public Service and/or the City Engineer are authorized to negotiate work orders pursuant to the Master Contract, which work orders may provide for payment to or from MnDOT, and that the Director of Public Service and/or the City Engineer may execute such work orders on behalf of the City of Wayzata, subject to the provisions of the Wayzata City Charter.

Adopted by the Wayzata City Council this 6th day of October, 2015.

Mayor Ken Willcox

ATTEST:

City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 37-2015 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on October 6, 2015.

Becky Malone, Deputy City Clerk

SEAL

STATE OF MINNESOTA
AND
CITY OF WAYZATA
MASTER PARTNERSHIP CONTRACT

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation hereinafter referred to as the “State” and the City of Wayzata acting through its City Council, hereinafter referred to as the “Local Government”.

Recitals

1. The parties are authorized to enter into this agreement pursuant to Minnesota Statutes §§15.061, 471.59 and 174.02.
2. Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this Contract is a “road authority” as defined by Minnesota Statutes §160.02 (subd. 25).
4. Minnesota Statutes Section 161.39, subdivision 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minnesota Statutes §174.02 (subd. 6) authorizes the Commissioner of Transportation to enter into agreements with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally procure services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract provides a framework for the efficient handling of such requests. This Master Partnership Contract contains terms generally governing the relationship between the parties hereto. When specific services are requested, the parties will (unless otherwise specified herein) enter into a “Work Order” contracts.
7. Subsequent to the execution of this Master Partnership Contract, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this Master Partnership Contract to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Contract

1. **Term of Master Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
 - 1.2. A party must not accept work under this Contract until it is fully executed.
 - 1.3. **Expiration Date.** This Contract will expire on June 30, 2017.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that engagement. A party must not begin work under a work order until such work order is fully executed. The terms of this Master Partnership Contract will apply to all work orders issued hereunder, unless specifically varied in the work order. The Local Government understands that this Master Contract is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this Master Contract will survive with respect to any Work Order issued prior to the expiration date of the Master Contract.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Technical services are limited to the following services:
 - 2.1.1. Pavement Striping, Sign and Signal Repair, Bridge Load Ratings, Bridge and Structure Inspections, Minor Bridge Maintenance, Minor Road Maintenance (such as guard rail repair and sign knockdown repair), Pavement Condition Data, Materials Testing and Carcass Removal.
 - 2.1.2. Every other service not falling under the services listed in 2.1.1 will require a Work Order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary labor additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minnesota Statutes §16C.08 (subd. 1) professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task”. Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific

project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.2. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Local Government will not be paid for work performed prior to execution of a work order and authorization by the State.

4. **Responsibilities of the Providing Party**

The party requesting the work will be referred to as the “Requesting Party” and the party performing the work will be referred to as the “Providing Party”. Each work order will set forth particular requirements for that project/engagement.

- 4.1. ***Terms Applicable to ALL Work Orders.*** The terms in this section 4.1 will apply to ALL work orders.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party’s authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this Master Contract or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party’s authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
 - 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minnesota Statutes Section 161.39. The work order may require the Local Government to deposit payment in advance or may, at the State’s option, permit payment in arrears. If the State furnishes the services requested, the Local Government will promptly pay the State to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
 - 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed is considered unauthorized and undertaken at the risk of non-payment.
 - 4.1.5. In connection with the performance of this contract and any work orders issued hereunder, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by agreement or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work orders for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts
 - 4.3.7. Unless otherwise agreed in a Work Order, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
 - 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order.
 - 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
 - 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
 - 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
 - 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no

liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.

- 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
- 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, NPDES and other environmental permits.
- 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. **Responsibilities of the Requesting Party**

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and/or inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. **Time**

In the performance of project work under a work order contract, time is of the essence.

7. **Consideration and Payment**

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary labor additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary labor additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed \$50,000.00.

- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
- 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Local Government.**
- 7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.
- 7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**
- 7.4.2.3. Remit payment to the address below:
- MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1001602 and Invoice Number #####
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
- 7.4.3.1. **Generally.** The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
- 7.4.3.2. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subdivision 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

- 9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.
- 9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

- 10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Master Contract or any work order contract without the prior consent of the other and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Master Contract, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and agreements between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minnesota Statutes chapter 466 and other applicable law. The State's liability is governed by Minnesota Statutes section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minnesota Statutes §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minnesota Statutes §471.59 subdivision 1a will apply to any work undertaken under this Master Contract and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Master Contract.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Master Contract and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Master Contract and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.
- 14.2. **Intellectual Property Rights**
- 14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.
- 14.2.2. **Obligations with Respect to Intellectual Property.**
- 14.2.2.1. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- 14.2.2.2. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minnesota Statutes §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this Master Contract, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. ***Minn. R. Parts 5000.3400-5000.3600.***
 - 15.3.1. ***General.*** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 15.3.2. ***Disabled Workers.*** The Contractor must comply with the following affirmative action requirements for disabled workers:
 - 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota

Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. **Workers' Compensation**

Each party will be responsible for its own employees for any workers compensation claims. This Master Contract, and any work orders issued hereunder, are not intended to constitute an interchange of government employees under Minnesota Statutes §15.53. To the extent that this Master Contract, or any work order issued hereunder, is determined to be subject to Minnesota Statutes §15.53, such statute will control to the extent of any conflict between the Contract and the statute.

17. **Publicity**

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. **Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. **Termination; Suspension**

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this Master Contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. **Data Disclosure**

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the

payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this Master Contract, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

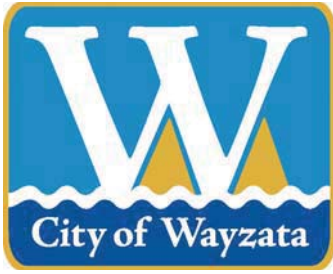
COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)
Title: Division Director
Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____
Date: _____



City of Wayzata Public Works
299 Wayzata Blvd. W
Wayzata, MN 55391

Director of Public Service
David Dudinsky

City Engineer/Asst. Public Works Director
Mike Kelly

Public Works Superintendent
Jim Eibensteiner

Public Works Secretary/Utility Billing Clerk
Rebecca Jones

To: City Council
From: Public Works Department
Date: October 1, 2015
Re: Circle A/Lake Street East Roundabout Landscaping project

The Public Works Department solicited quotes to three (3) contractors for the Circle A/Lake Street East Roundabout Landscaping project on Monday, September 28, 2015. One contractor replied with a bid and the other contractors declined to bid, due to scheduling conflicts.

Arteka Companies, LLC	\$ 81,585.00
Engineer's Estimate	\$ 99,650.00

The project is proposed to be funded through special assessment to the Presbyterian Homes project

The project will begin in October 2015 and be completed by the end of the season.

The Public Works Department recommends approval of the low bid of \$ 81,585.00, from Arteka Companies, LLC.

** Arteka has been installing the landscaping at the Presbyterian Homes project and constructed the Heritage Park project.