

WAYZATA CITY COUNCIL MEETING AGENDA
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, December 15, 2015

4:30 PM Dinner Available for Wayzata City Council - Conference Rm.

WORKSHOP TOPICS FOR DISCUSSION:

- 1. Discuss Parking Ramp Design & Financing Options (5:00 PM)**
- 2. Discuss Wayzata Country Club Gun Range (5:45 PM or immediately following)**
- 3. Review 529 Indian Mound E. Redevelopment Concept Plan (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.	Recognition of Holiday Lighting and Decorating Contest Winners	Pierson							
b.	Trudy Richter - Bushaway Road Update	Richter							
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 December 1, 2015 and City Council Regular Meeting Minutes of December 1, 2015								
b.	Approval of Check Register								
c.	Municipal Licenses Which Received Administrative Approval (Informational Only)								
d.	Approval of Municipal Licenses								
e.	Police Activity Report								
f.	Building Activity Report								
g.	Approval of LMCD Community Room Use Agreement and Cable TV Video Production Studio License Agreement for 2016								
h.	Approval of the 2016 Lease Agreement with the Wayzata Chamber of Commerce for the Wayzata Depot at 402 Lake Street E.								
i.	Approval of Revised Contract with Fred Miller for Videography Services								
j.	Approval of Fire Services Contracts for 2016 with the City of Woodland and with the City of Orono								
k.	Approval of Addendum to Recording Secretary Service Agreement with TimeSaver Off Site Secretarial, Inc.								
6	Public Hearing								74
a.	PUBLIC HEARING AND CONSIDER APPROVAL for a Micro-Brewery On-Sale Taproom Liquor License (Taproom License); Sunday Micro-Brewery On-Sale Taproom Liquor License (Sunday Taproom License); Micro-Brewery Off-Sale Malt Liquor License (Growler Sales License); Sunday Micro-Brewery Off-Sale Malt Liquor License (Sunday Growler Sales License); and Micro-Distillery Liquor License (Micro-Distillery) at Wayzata Brew Works, LLC DBA "Wayzata Brew Works" at 294 Grove Lane E., #150	Nelson							
7	New Business								
a.	Approve Structure and Membership of Lake Effect Trust and Approve Contract Addendum with Groundwork	Thomson							89
b.	Consider First Reading of Ordinance No. 756 - Telecommunications	Thomson							103
c.	Accept Downtown Parking Project Report	Nelson							221
d.	Award bid for Rehabilitation of Well #5 and Water Treatment Plant #2 Booster Pump	Dudinsky							281
8	City Manager's Report and Discussion Items								282
a.	Strategic Plan Update								
b.	Update on Telecom Site Feasibility Study - Soil Borings								
9	Public Forum (as necessary)								
10	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 - January 5 & 19, 2016
Planning Commission - January 4 & 25, 2016

WAYZATA CITY COUNCIL
DRAFT-WORKSHOP MEETING MINUTES
December 1, 2015

5:00 PM DISCUSS LAKE EFFECT TRUST FOUNDING BOARD STRUCTURE & MEMBERSHIP

Mayor Willcox called the workshop meeting to order at 5:00 pm in the Community Room at Wayzata City Hall. Council Members present: Anderson, McCarthy, Mullin and Tyacke. Also present: City Manager Nelson, Director of Planning & Building Thomson, Management/Planning Intern Peters, City Attorney Schelzel, and City Consultant deLaittre with Groundwork the Foundation for City Building

Ms. deLaittre stated the Conservancy will have a 7 +/- person Founding Board. She said that as outlined in the Strategic Implementation Plan, the Founding Board members will participate in the schematic design process and then, based on the schematic design delivered, work in partnership with the City of Wayzata to better define the role of the Conservancy and the partnership with the City. As part of the organization start-up, Board members will also be actively involved as project ambassadors and in fundraising for the project. She reviewed her recommendations for Founding Board Members for the Lake Effect Conservancy Founding Board.

The Council was asked to submit any comments to staff in the next week regarding the structure, membership and organization startup.

Staff indicated that the Lake Effect Trust structure and Founding Board membership would come before the Council for approval on December 15th.

5:45 PM INTERVIEWS FOR BOARDS AND COMMISSIONS

Mayor Willcox called the workshop meeting to order at 5:45 pm in the Community Room at Wayzata City Hall. Council Members present: Anderson, McCarthy, Mullin and Tyacke. Also present: City Manager Nelson, Director of Planning & Building Thomson, Management/Planning Intern Peters, and City Attorney Schelzel.

The Council conducted interviews for the following finalists:

Time	Applicant	Commission/Board
5:45 PM	Brian Botham	Charter Commission
5:55 PM	Mary Fadden	Charter Commission
6:05 PM	Paul Klapprich	Charter Commission
6:15 PM	5 minute break	
6:20 PM	Gary Orris	Charter Commission
6:30 PM	Daniel Gustafson	Communications
6:40 PM	Elissa Madson	HPB

The workshop meetings were adjourned at 6:50 pm.

Respectfully submitted,

Becky Malone
Deputy City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
December 1, 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 and Tyacke. Also present: City Manager Nelson, Director of Planning and Building Thomson, Management/Planning Intern Peters, Police Chief Risvold, and City Attorney Schelzel.

Mayor Willcox reported Council met in Workshop prior to the meeting and discussed the Lake Effect Trust Founding Board Structure and had interviews for various boards and commissions.

AGENDA ITEM 2. Approve Agenda.

Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to approve the agenda, as presented. The motion carried 5/0.

Mayor Willcox announced there will be a farewell open house on December 10, 2015 from 4:30 p.m. to 6:30 p.m. for City Manager Heidi Nelson.

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

a. Sheriff Rich Stanek to Provide a Sheriff's Office Update

Sheriff Rich Stanek, Hennepin County, reported they have a good relationship with the City of Wayzata law enforcement and appreciate the City's support for public safety. He gave an overview of the demographics of Hennepin County and the different services the Sheriff's office provides.

Mr. Tyacke asked if there was a plan to better coordinate emergency services for Fourth of July on Lake Minnetonka. Sheriff Stanek replied they have looked at the situation. Alcohol played a huge factor in the emergencies that took place.

Mr. Willcox asked how mental health issues are handled. Sheriff Stanek stated about one-third of the incarcerated population deals with mental health issues with 70 percent being repeat offenders. They are trying to determine how to divert mental illness cases from jail and find other alternatives that are helpful.

b. Presentation of Twelve for Twelve – Highway 12 Safety Coalition

Police Chief Mike Risvold reported that the Highway 12 Safety Coalition has implemented an initiative called "Twelve for Twelve" with the goal of going twelve months with zero fatalities on Highway 12. The coalition consists of local and State elected officials, Minnesota Department of Transportation, concerned citizens, and law enforcement. They meet on the first Thursday of every month at 2 p.m. He described the Towards Zero Death (TZD) program and highlighted accomplishments of the Highway 12 Safety Coalition.

Mr. Mullin asked that the corner of Wayzata Boulevard and the transition from 394 and County Road 112 be looked at and included with the planned Highway 112 improvements in Orono and Long Lake. Police Chief Risvold stated it will be looked at when the 112 project gets going in 2017. At that time, traffic calming measures will be implemented, speeds will be reduced, and improvements will be made to the turn lanes.

c. Bushaway Project Update

City Manager Nelson reported south Bushaway Road is now open from Highways 101 and 5 to the McGinty/Eastman connections. There will be some additional impacts in the spring on the south Bushaway section due to a wall that needs to go in. The City is working closely with the

Metropolitan Council to minimize traffic impacts on roads leading into Wayzata. Work is still being done in the railroad corridor and they are hoping to see a bridge there by July 4, 2016.

AGENDA ITEM 4. New Agenda Items.

None.

AGENDA ITEM 5. Consent Agenda.

Mr. Tyacke commented on item No. 5.i., Approval of Contract with Waters and Company, which is in the form of a proposal. He clarified a contract for professional services would be drawn up along the same lines for approval.

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

- a. City Council Workshop Meeting Minutes of November 17, 2015 and City Council Regular Meeting Minutes of November 17, 2015
- b. Approval of Check Register
- c. Municipal Licenses Which Received Administrative Approval (Informational Only)
- d. Approval of Municipal Licenses
- e. Approval of Management Consultant Agreement with Interim City Manager Douglas Reeder
- f. Approval of Memorandum of Understanding for the Law Enforcement Labor Services and AFSCME Union Contracts for 2016 Health Insurance Contribution
- g. Approval of Lease Agreement for 2016 with Wayzata Historical Society for the Wayzata Depot at 402 Lake Street East
- h. Approval of Resolution No. 45-2015 Adopting the Updated Lake Minnetonka Emergency Operations Plan
- i. Approval of Contract with Waters & Company, A Springsted Company, for Executive Recruitment Services

The motion carried 5/0.

AGENDA ITEM 6. New Business.

a. Consider Resolution No. 46-2015 – Final 2016 Property Tax Levy and Budget, Accept Liquor Operations Business Plan

Mr. Steve McDonald of AEM, Financial Consultant, reported a preliminary budget and tax levy was approved that included a 2.95% levy increase. He presented a levy comparison from 2012 through 2016 and pointed out that the increase in 2016 is the lowest presented in the past five years. The tax capacity rate has decrease from 25.71% in 2015 to 24.72% in 2016. The increase in revenue in the general fund is 4.15%, which mostly comes from property taxes.

Mr. McDonald reported a change to the 2016 budget is the consolidation of departmental transfers to various Capital Improvement Plan (CIP) funds into one line item in the unallocated account in the amount of \$715,774. In addition, maintenance items previously included in the CIP were transferred to the operating expenditures of specific departments within the general fund in the amount of \$63,500.

Mr. Mullin asked if the 2015 revenues are still projected to be more than expenses. Mr. McDonald stated he will know more later in December.

Mr. Mullin asked if the Park programming expense made the final cut of the budget. City Manager Nelson stated it is funded as a one-time expenditure for 2016 through year-end transfer dollars from last year and is not reflected in the operating budget.

Mr. Mullin asked about the intent and impact of pulling maintenance money out of the CIP and transferring it to operating expenditures of specific departments. Mr. McDonald stated this was done to improve transparency with ongoing operations and it now shows the true cost of things.

Mrs. McCarthy referred to page 85, and pointed out an error, stating the year associated with the column amount should be 2014, not 2013. She also referred to page 106 and the negative

1 balances associated with the Water Fund. Mr. McDonald explained the cash balance has been
 2 healthy. Rates for the Water Fund are not set to match the overall expenses. As a result, it changes
 3 from year to year. The focus is on the ending cash balance to absorb a slight decrease or to take on
 4 an increase. Mrs. McCarthy asked if the transfers should be reduced so that the fund breaks even
 5 at the end of 2016. Mr. McDonald stated he would not recommend reducing the funds because they
 6 are for specific purposes and the City is able to take existing cash to make up the difference.

7 Mr. Tyacke referred to page 75, General Fund Summary. He stated it shows a decrease
 8 under Administrative and Finance of \$25,472. Ms. Nelson stated there is a reduction in full-time
 9 wages due to not hiring an Administrative Services Director in 2016. This amount is off set with
 10 some consulting expenses to make up for some of it.

11 Mrs. Anderson referred to page 116 and the proposed CIP projects for 2016, noting \$78,000
 12 is listed for software for the Muni. Ms. Nelson stated this amount is part of the projected costs
 13 associated with the capital plan that was created a few years ago and slated for 2016.

14 Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to approve Resolution No. 46-
 15 2015 Certifying to the County Auditor the Final Property Tax Levy Payable for 2016 and the Final
 16 Budget for the Taxed Payable Year 2016. The motion carried 4/1. (Mullin)

17 Mr. McDonald provided an overview of the updated business plan for the operations of
 18 Wayzata Wine and Spirits (WWS) and Wayzata Bar and Grill (WBG). This plan begins with the
 19 2016 budget and provides a five-year projection.

20 Mrs. McCarthy stated it would be beneficial to have a plan to improve and measure other
 21 areas that have been identified as needing improvement, other than the financial piece. Ms. Nelson
 22 stated it was discussed with the managers the quality of what is being offered to the customers and
 23 how is it being offered.

24 Mr. Willcox requested an explanation for projected declining revenue with WBG and the
 25 increased revenue with WWS. Mr. McDonald stated the projected results on 2016 are based on
 26 what happened in 2015.

27 Mr. Jeff Petrieni, Wayzata Bar and Grill, General Manager, stated the cost of goods was
 28 decreased because previously, they were not in line with industry standards.

29 Mr. Tyacke stated ending September 30, 2015, there was a cash balance of \$1,034,000 in
 30 the Liquor Fund, which was up \$343,000 from last year at that time. With the budget projected to
 31 be flat from 2015-2016, he asked where the surplus is in the cash balance and why the base is not
 32 higher for 2015. Mr. McDonald stated the year-end transfers would reduce the surplus that was
 33 there at the end of September and once they are made, it would break even.

34 Mr. Kevin Castellano, Wayzata Wine and Spirits, General Manager, stated they will also
 35 begin to measure the average transaction amount and how many people are making purchases.
 36 They are also working on detailed product knowledge for staff working in the store. In order to be
 37 more competitive in the market, they need to have a knowledge of what to offer for sale. Mr.
 38 Petrieni stated the focus has become increasing the quality of level of service and product
 39 knowledge with formalized training that is tracked and tested.

40 Mrs. McCarthy made a motion, seconded by Mrs. Anderson, to accept the business plan
 41 for Wayzata Wine and Spirits and Wayzata Bar and Grill.

42 Mr. Tyacke stated he would like to see the business plans. Ms. Nelson stated staff will
 43 provide that to Council.

44 The motion carried 5/0.

45
 46 **b. Consider Resolution No. 50-2015 Approving Design Review for a Two-Story Medical**
 47 **Office Building at 1120 Wayzata Boulevard East**

48 City Planner Thomson reported the applicant, The Davis Group, is proposing to construct a 16,000
 49 square foot, two-story medical specialty building at 1120 Wayzata Boulevard East. The Planning
 50 Commission recommends the Project Design be approved subject to the following conditions:

- 1 A. Double doors must be provided on the north entrance to the building along Wayzata
- 2 Boulevard East.
- 3 B. The Japanese Tree Lilac Trees along the Wayzata Boulevard frontage must be replaced
- 4 with deciduous trees that are three (3) caliper inches in diameter.
- 5 C. The Applicant must execute a cross parking easement with the property to the east
- 6 (1200 Wayzata Boulevard East, PID: 05-117-22-32-0077) for at least three (3) parking
- 7 stalls. The agreement must be acceptable to, and approved by the City Attorney, and
- 8 must be filed in the chain of title for both properties.
- 9 D. The Applicant must receive written approval from the City Engineer of the final
- 10 landscape plan, grading erosion and sediment control plan, and utility plan.
- 11 E. The final architectural plans must meet the Façade Detail, Brick Joints, Stone Joints,
- 12 and Parapets, Flashing, Coping requirements, provided in Sections 801.09.11.1D,
- 13 801.09.11.1F, and 801.09.11.1H, of the Design Standards, respectively.
- 14 F. The Applicant must secure all necessary building permits for construction, and follow
- 15 all laws and regulations applicable to the Project.
- 16 G. All expenses of the City of Wayzata, including consultant, expert, legal, and planning
- 17 incurred must be fully reimbursed by the Applicant.
- 18

19 Mr. Thomson reported staff added two additional conditions to the proposed Resolution:

- 20 A. The Applicant must execute an easement for the shared trash enclosure with the
- 21 property to the east (1200 Wayzata Boulevard East, PID: 05-117-22-32-0077). The
- 22 agreement must be acceptable to, and approved by the City Attorney and must be filed
- 23 in the chain of title for both parties.
- 24 B. The access ingress/egress access easement over the City park property to the west must
- 25 be vacated.

26 Mrs. McCarthy asked if there was any discussion about the lighting of the signage and
 27 what is allowed. Mr. Thomson stated it wasn't addressed at the Planning Commission meeting but
 28 the ordinance would require it to be backlit or internally lit.

29 Mrs. McCarthy stated she has concern about the proximity to Wayzata Boulevard. Mr.
 30 Thomson stated one of the standards of design required on Wayzata Boulevard is that the building
 31 be placed at the sidewalk edge.

32 City Attorney Schelzel stated this draft Resolution approves just the design under the
 33 design standards and the applicant would still need to comply with the other requirements of the
 34 Code. If there is anything that the Code wouldn't require that is a reasonable condition, it should
 35 be added.

36 Mr. Tyacke stated the number of parking spaces and removal and addition of trees were
 37 specific requirements at the Planning Commission meeting and asked how they are binding on the
 38 applicant. He referred specifically to pages 128 and 129, Sections 2.7 and 2.8, and stated it is part
 39 of the application, but not outlined in the recommendation by the Planning Commission or in the
 40 conditions outlined in the Resolution.

41 Mr. Schelzel stated the way this Resolution is currently drafted, is just approving the
 42 design. If the Council wants to make the particular elements discussed binding, a condition should
 43 be added stating the applicant develop the project in accordance with that specification, and
 44 reference that particular part of the design plan. He suggested adding a condition stating, "The
 45 applicant complete the project in accordance with the plans submitted with the application."

46 Mrs. Anderson requested additional discussion in the future about the design standard of
 47 having all the buildings that close to Wayzata Boulevard.

48 By request of the Council, Mr. Thomson commented on the landscaping plan that includes
 49 a retaining wall and storm sewer pipes. The City Engineers requested additional information from
 50 the applicant to make sure the depth of the pipe did not compromise the structural integrity of the
 51 wall.

1 Mr. Willcox stated the design of the building is plain and the metal awnings give the
2 building an industrial look.

3 Mrs. Anderson made a motion, seconded by Mr. Tyacke, to approve Resolution No. 50-
4 2015, approving Design Review for a Two-Story Medical Office Building at 1120 Wayzata
5 Boulevard East with an additional condition that the applicant complete the project in accordance
6 with the plans submitted with the application.

7 Mr. Patrick Giordana, 7001 France Avenue South, architect for the project, stated he is
8 confident the Council will be happy with the building once it was built. He stated they have met
9 and gone beyond some of the requirements with the design of the building and the awnings provide
10 a clean look and will last many years.

11 The motion carried 3/2. (Willcox and Mullin)

12
13 **c. Consider Resolution No. 47-2015 Suggesting Charter Commission Nominees to**
14 **District Court**

15 The Council voted by ballot for the following Charter Commission Nominees to suggest to the
16 District Court: Brian Botham, Mary Fadden, Paul Klapprich, and Gary Orris. (5/0)

17 Mrs. Anderson made a motion, seconded by Mr. Mullin, to approve Resolution No. 47-
18 2015 Suggesting Charter Commission Nominees of Brian Botham, Mary Fadden, Paul Klapprich,
19 and Gary Orris, to the Fourth Judicial District Court of the State of Minnesota. The motion carried
20 5/0.

21
22 **d. Consider Resolution No. 48-2015 Approving Communications Board Appointment**

23 The Council voted by ballot for the Communications Board appointment of Daniel Gustafson.
24 (3/2).

25 Mrs. Anderson made a motion, seconded by Mr. Mullin, to approve Resolution No. 48-
26 2015 approving a Communications Board Appointment of Daniel Gustafson. The motion carried
27 5/0.

28
29 **e. Consider Resolution No. 49-2015 Approving Heritage Preservation Board**
30 **Appointment**

31 The Council voted by ballot for the Heritage Preservation Board appointment of Elissa Madson.
32 (5/0)

33 Mrs. Anderson made a motion, seconded by Mr. Mullin, to Resolution No. 49-2015,
34 approving a Heritage Preservation Board Appointment of Elissa Madson. The motion carried 5/0.

35
36 **AGENDA ITEM 7. City Manger's Report and Discussion Items.**

37 **a. Update on Bushaway**

38 There will not be a Bushaway update meeting in December. The focus of the work over the winter
39 will be the railroad corridor.

40
41 **b. Update on Lake Effect**

42 Civitas will be in town next week to continue meetings with committees. The next community
43 meeting will be on January 12, 2016, and will be web streamed live.

44
45 **c. Introduction of Interim City Manager**

46 Mr. Doug Reeder, Interim City Manager, stated he has worked for eight different cities, most
47 recently with Osseo as their Interim City Manager.

1 **d. Update on Artwork in Walgreens Windows**

2 Director of Planning and Building Thomson stated that the windows along Wayzata Boulevard are
3 required to have historical images. The Historical Society and Heritage Preservation Board have
4 been notified and will begin working on that project.

5
6 **e. Other**

7 Mayor Willcox thanked everyone involved in the tree lighting event at the Depot.

8
9 Mayor Willcox announced there will be a farewell open house for City Manager Heidi Nelson on
10 Thursday, December 1, 2015 from 4:30 p.m. to 6:30 p.m.

11
12 **AGENDA ITEM 8. Public Forum Continued (if necessary).**

13 There were no comments.

14
15 **AGENDA ITEM 9. Adjournment.**

16 Mrs. McCarthy made a motion, seconded by Mrs. Tyacke to adjourn. There being no further
17 business, Mr. Willcox adjourned the meeting at 9:31 p.m.

18
19 Respectfully submitted,

20
21
22
23 Becky Malone
24 Deputy City Clerk

25
26 Drafted by Shannon Schmidt
27 *TimeSaver Off Site Secretarial, Inc.*
28

***Check Detail Register©**

November 2015 to December 2015

			Check Amt	Invoice	Comment
10100 Anchor Bank					
Paid Chk#	100767	11/30/2015	AMARA		
E 640-47000-252	Wine For Resale		\$368.00	9396	WINE
E 640-47000-259	Freight		\$4.50	9396	FREIGHT
	Total AMARA		\$372.50		
Paid Chk#	100768	11/30/2015	ARCTIC GLACIER INC.		
E 640-47000-254	Soft Drinks/Mix For Resale		\$111.97	463532708	ICE
	Total ARCTIC GLACIER INC.		\$111.97		
Paid Chk#	100769	11/30/2015	ARTISAN BEER COMPANY		
E 640-47000-253	Beer For Resale		\$164.00	3067880	BEER
	Total ARTISAN BEER COMPANY		\$164.00		
Paid Chk#	100770	11/30/2015	BAUHAUS BREW LABS		
E 640-47000-253	Beer For Resale		\$144.00	4401	BEER
E 640-47000-253	Beer For Resale		\$66.00	4682	BEER
	Total BAUHAUS BREW LABS		\$210.00		
Paid Chk#	100771	11/30/2015	BELLBOY BAR SUPPLY CORP.		
E 640-47000-251	Liquor For Resale		\$325.45	50979500	LIQUOR
E 640-47000-259	Freight		\$5.10	50979500	FREIGHT
E 640-47000-251	Liquor For Resale		\$264.45	51121600	LIQUOR
E 640-47000-259	Freight		\$3.90	51121600	FREIGHT
E 640-47000-210	Operating Supplies (GENERAL)		\$151.00	93025900	SUPPLIES
E 640-47000-259	Freight		\$4.71	93025900	FREIGHT
	Total BELLBOY BAR SUPPLY CORP.		\$754.61		
Paid Chk#	100772	11/30/2015	BERNICK'S WINE		
E 640-47000-254	Soft Drinks/Mix For Resale		\$81.20	260844	MISC.MIX
	Total BERNICK'S WINE		\$81.20		
Paid Chk#	100773	11/30/2015	BOURGET IMPORTS		
E 640-47000-259	Freight		\$7.50	130077	FREIGHT
E 640-47000-252	Wine For Resale		\$680.00	130077	WINE
	Total BOURGET IMPORTS		\$687.50		
Paid Chk#	100774	11/30/2015	CINTAS CORPORATION		
E 640-48500-210	Operating Supplies (GENERAL)		\$69.28	5004050427	FIRST AID SUPPLIES
	Total CINTAS CORPORATION		\$69.28		
Paid Chk#	100775	11/30/2015	CLEAR RIVER BEVERAGE CO.		
E 640-47000-253	Beer For Resale		\$184.00	227091	BEER
	Total CLEAR RIVER BEVERAGE CO.		\$184.00		
Paid Chk#	100776	11/30/2015	COCA-COLA		
E 640-47000-254	Soft Drinks/Mix For Resale		\$135.56	0108052017	MISC.BEV.
	Total COCA-COLA		\$135.56		
Paid Chk#	100777	11/30/2015	COZZINI BROS., INC.		
E 640-48500-415	Other Equipment Rentals		\$73.48	C2195967	KNIFE EXCHANGE
	Total COZZINI BROS., INC.		\$73.48		
Paid Chk#	100778	11/30/2015	DAHLHEIMER DISTRIBUTING CO.		
E 640-47000-253	Beer For Resale		\$1,111.60	1177990	BEER
E 640-47000-253	Beer For Resale		\$137.84	1181042	BEER
E 640-48000-253	Beer For Resale		\$657.00	1181043	BEER
E 640-48000-253	Beer For Resale		\$402.00	1181102	BEER

***Check Detail Register©**

November 2015 to December 2015

			Check Amt	Invoice	Comment
Total DAHLHEIMER DISTRIBUTING CO.			\$2,308.44		
Paid Chk#	100779	11/30/2015	DENNYS 5TH AVENUE BAKERY		
	E 640-48500-255	FOODIngredients For Resale	\$56.78	583575	FOOD
	E 640-48500-255	FOODIngredients For Resale	(\$10.05)	583623	FOOD
	E 640-48500-255	FOODIngredients For Resale	\$102.27	583701	FOOD
	E 640-48500-255	FOODIngredients For Resale	\$120.53	583850	FOOD
	E 640-48500-255	FOODIngredients For Resale	\$120.94	584185	FOOD
	E 640-48500-255	FOODIngredients For Resale	\$163.80	584617	FOOD
	E 640-48500-255	FOODIngredients For Resale	\$46.28	584787	FOOD
	E 640-48500-255	FOODIngredients For Resale	\$104.55	585148	FOOD
	E 640-48500-255	FOODIngredients For Resale	\$127.06	585299	FOOD
	Total	DENNYS 5TH AVENUE BAKERY	\$832.16		
Paid Chk#	100780	11/30/2015	DIRECTV		
	E 640-48000-415	Other Equipment Rentals	\$355.87	27218441435	SERVICE
	Total	DIRECTV	\$355.87		
Paid Chk#	100781	11/30/2015	DMX MUSIC - MINNEAPOLIS		
	E 640-48000-415	Other Equipment Rentals	\$98.72	52070017	BAR MUSIC
	Total	DMX MUSIC - MINNEAPOLIS	\$98.72		
Paid Chk#	100782	11/30/2015	DOMACE VINO		
	E 640-47000-259	Freight	\$2.00	10594	FREIGHT
	E 640-47000-252	Wine For Resale	\$396.00	10594	WINE
	Total	DOMACE VINO	\$398.00		
Paid Chk#	100783	11/30/2015	ENKI BREWING COMPANY		
	E 640-47000-253	Beer For Resale	\$73.80	4780	BEER
	E 640-48000-253	Beer For Resale	\$185.00	4781	BEER
	Total	ENKI BREWING COMPANY	\$258.80		
Paid Chk#	100784	11/30/2015	EXTREME BEVERAGE, LLC		
	E 640-47000-254	Soft Drinks/Mix For Resale	\$209.40	W-1314296	MISC.BEV.
	Total	EXTREME BEVERAGE, LLC	\$209.40		
Paid Chk#	100785	11/30/2015	G & K SERVICES		
	E 640-48500-210	Operating Supplies (GENERAL)	\$50.81	1013413235	KITCHEN UNIFORMS & SUPPLIES
	E 640-48500-217	Uniforms	\$148.21	1013413235	KITCHEN UNIFORMS & SUPPLIES
	E 640-48000-210	Operating Supplies (GENERAL)	\$64.78	1013413235	KITCHEN UNIFORMS & SUPPLIES
	E 640-48500-217	Uniforms	\$78.48	1013424749	KITCHEN UNIFORMS & SUPPLIES
	E 640-48500-210	Operating Supplies (GENERAL)	\$56.03	1013424749	KITCHEN UNIFORMS & SUPPLIES
	E 640-48000-210	Operating Supplies (GENERAL)	\$68.11	1013424749	KITCHEN UNIFORMS & SUPPLIES
	Total	G & K SERVICES	\$466.42		
Paid Chk#	100786	11/30/2015	GRAPE BEGINNINGS, INC.		
	E 640-47000-259	Freight	\$4.50	189343	FREIGHT
	E 640-47000-252	Wine For Resale	\$340.00	189343	WINE
	E 640-47000-259	Freight	\$4.50	189731	FREIGHT
	E 640-47000-252	Wine For Resale	\$190.00	189731	WINE
	Total	GRAPE BEGINNINGS, INC.	\$539.00		
Paid Chk#	100787	11/30/2015	HOHENSTEINS INC.		
	E 640-47000-253	Beer For Resale	\$519.50	794781	BEER
	E 101-41100-493	Volunteer program	\$81.00	795613	VOLUNTEER DINNER
	Total	HOHENSTEINS INC.	\$600.50		
Paid Chk#	100788	11/30/2015	JJ TAYLOR DISTRIBUTING OF MN		
	E 640-48000-253	Beer For Resale	\$145.35	2444738	BEER

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E 640-48000-253	Beer For Resale	\$1,306.00	2444739	BEER
E 640-47000-253	Beer For Resale	\$1,645.21	2454226	BEER
E 640-47000-253	Beer For Resale	\$2,859.35	2454257	BEER
E 640-47000-253	Beer For Resale	\$133.05	2454291	BEER
E 640-48000-253	Beer For Resale	\$98.90	2457011	BEER
E 640-48000-253	Beer For Resale	\$530.00	2457012	BEER
Total JJ TAYLOR DISTRIBUTING OF MN		\$6,717.86		
Paid Chk# 100789	11/30/2015	JOHNSON BROS.-ST.PAUL		
E 640-47000-252	Wine For Resale	\$4,035.25	5301341	WINE
E 640-47000-259	Freight	\$75.64	5301341	FREIGHT
E 640-47000-259	Freight	\$12.20	5302602	FREIGHT
E 640-47000-251	Liquor For Resale	\$1,035.69	5302602	LIQUOR
E 640-47000-259	Freight	\$4.88	5302603	FREIGHT
E 640-47000-252	Wine For Resale	\$340.00	5302603	WINE
E 640-47000-251	Liquor For Resale	\$5,933.54	5303737	LIQUOR
E 640-47000-259	Freight	\$48.80	5303737	FREIGHT
E 640-47000-251	Liquor For Resale	\$431.00	5306888	LIQUOR
E 640-47000-259	Freight	\$7.32	5306888	FREIGHT
E 640-47000-259	Freight	\$8.54	5306889	FREIGHT
E 640-47000-252	Wine For Resale	\$467.80	5306889	WINE
E 640-47000-251	Liquor For Resale	\$170.00	5306890	LIQUOR
E 640-47000-259	Freight	\$2.44	5306890	FREIGHT
E 640-47000-259	Freight	\$10.98	5306891	FREIGHT
E 640-47000-252	Wine For Resale	\$287.00	5306891	WINE
E 640-47000-259	Freight	\$2.44	5308211	FREIGHT
E 640-47000-251	Liquor For Resale	\$483.55	5308211	LIQUOR
E 640-47000-252	Wine For Resale	\$357.85	5309461	WINE
E 640-47000-259	Freight	\$7.32	5309461	FREIGHT
E 640-47000-259	Freight	\$1.22	5312260	FREIGHT
E 640-47000-251	Liquor For Resale	\$88.00	5312260	LIQUOR
E 640-47000-259	Freight	\$31.72	5312261	FREIGHT
E 640-47000-252	Wine For Resale	\$2,440.40	5312261	WINE
E 640-47000-259	Freight	\$6.10	5312262	FREIGHT
E 640-47000-251	Liquor For Resale	\$1,126.13	5312262	LIQUOR
E 640-47000-252	Wine For Resale	\$244.00	5312263	WINE
E 640-47000-259	Freight	\$3.66	5312263	FREIGHT
E 640-47000-251	Liquor For Resale	(\$272.87)	550595	LIQUOR
E 640-47000-251	Liquor For Resale	(\$209.09)	552635	LIQUOR
E 640-47000-252	Wine For Resale	(\$81.22)	552816	WINE
E 640-47000-252	Wine For Resale	(\$81.22)	553398	LIQUOR
E 640-47000-252	Wine For Resale	(\$81.22)	553399	WINE
Total JOHNSON BROS.-ST.PAUL		\$16,937.85		
Paid Chk# 100790	11/30/2015	KARLSBURGER FOODS, INC.		
E 640-48500-255	FOODIngredients For Resale	\$268.50	000394321	FOOD
Total KARLSBURGER FOODS, INC.		\$268.50		
Paid Chk# 100791	11/30/2015	LOCHER BROS., INC.		
E 640-48000-253	Beer For Resale	\$195.00	579	BEER
Total LOCHER BROS., INC.		\$195.00		
Paid Chk# 100792	11/30/2015	LUPINE BREWING COMPANY		
E 640-48000-253	Beer For Resale	\$160.00	LBC000444	BEER
Total LUPINE BREWING COMPANY		\$160.00		
Paid Chk# 100793	11/30/2015	MARGRON SKOGLUND WINE IMPORTS		
E 640-47000-252	Wine For Resale	\$405.00	20019061	WINE

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E 640-47000-259	Freight		\$5.00	20019061	FREIGHT
tal MARGRON SKOGLUND WINE IMPORTS			\$410.00		
Paid Chk# 100794	11/30/2015	NEW FRANCE WINE COMPANY			
E 640-47000-252	Wine For Resale		\$240.00	13387	WINE
E 640-47000-259	Freight		\$3.00	13387	FREIGHT
Total	NEW FRANCE WINE COMPANY		\$243.00		
Paid Chk# 100795	11/30/2015	NORTHWESTERN FRUIT COMPANY			
E 640-48500-255	FOODIngredients For Resale		\$90.30	824145	FOOD
E 640-48500-255	FOODIngredients For Resale		\$42.80	824830	FOOD
E 640-48500-255	FOODIngredients For Resale		(\$96.76)	826177	FOOD
E 640-48500-255	FOODIngredients For Resale		(\$12.00)	826341	FOOD
E 640-48500-255	FOODIngredients For Resale		(\$4.65)	827025	FOOD
E 640-48500-255	FOODIngredients For Resale		\$536.20	827267	FOOD
E 640-48500-255	FOODIngredients For Resale		\$393.10	827454	FOOD
E 640-48500-255	FOODIngredients For Resale		\$347.65	827572	FOOD
E 640-48000-253	Beer For Resale		\$26.00	827767	BEER
E 640-48500-255	FOODIngredients For Resale		\$977.15	827767	FOOD
E 640-48000-251	Liquor For Resale		\$12.60	827767	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$538.85	827983	FOOD
Total	NORTHWESTERN FRUIT COMPANY		\$2,851.24		
Paid Chk# 100796	11/30/2015	OENO DISTRIBUTION, LLC			
E 640-47000-252	Wine For Resale		\$183.00	4094	WINE
E 640-47000-259	Freight		\$3.00	4094	FREIGHT
Total	OENO DISTRIBUTION, LLC		\$186.00		
Paid Chk# 100797	11/30/2015	PARK NICOLLET FOUNDATION			
E 640-47000-341	General Promotions		\$345.00	BE PINK 2015	WINE SALE CONTRIBUTION
E 640-48000-341	General Promotions		\$675.00	BE PINK 2015	WINE SALE CONTRIBUTION
Total	PARK NICOLLET FOUNDATION		\$1,020.00		
Paid Chk# 100798	11/30/2015	PAUSTIS & SONS			
E 640-47000-259	Freight		\$8.75	8523228	FREIGHT
E 640-47000-252	Wine For Resale		\$996.00	8523228	WINE
E 640-47000-252	Wine For Resale		\$261.00	8523341	WINE
E 640-47000-259	Freight		\$5.25	8523341	FREIGHT
E 640-47000-259	Freight		\$10.00	8524447	FREIGHT
E 640-47000-252	Wine For Resale		\$738.00	8524447	WINE
E 640-48000-252	Wine For Resale		\$611.25	8524454	WINE
E 640-47000-252	Wine For Resale		\$268.00	8524870	WINE
E 640-47000-259	Freight		\$8.75	8524870	FREIGHT
Total	PAUSTIS & SONS		\$2,907.00		
Paid Chk# 100799	11/30/2015	PEPSI -COLA			
E 640-47000-254	Soft Drinks/Mix For Resale		\$240.50	51736250	MISC.MIX
Total	PEPSI -COLA		\$240.50		
Paid Chk# 100800	11/30/2015	PHILLIPS WINES & SPIRITS			
E 640-47000-259	Freight		\$1.22	2880914	FREIGHT
E 640-47000-251	Liquor For Resale		\$150.00	2880914	LIQUOR
E 640-47000-252	Wine For Resale		\$612.45	2880915	WINE
E 640-47000-259	Freight		\$10.98	2880915	FREIGHT
E 640-47000-251	Liquor For Resale		\$596.15	2881835	LIQUOR
E 640-47000-259	Freight		\$4.88	2881835	FREIGHT
E 640-48000-251	Liquor For Resale		\$421.36	2884525	LIQUOR
E 640-47000-252	Wine For Resale		\$629.50	2884707	WINE

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E 640-47000-259	Freight		\$7.32	2884707	FREIGHT
E 640-47000-259	Freight		\$3.66	2888476	FREIGHT
E 640-47000-251	Liquor For Resale		\$248.05	2888476	LIQUOR
E 640-47000-259	Freight		\$2.44	2888477	FREIGHT
E 640-47000-252	Wine For Resale		\$227.00	2888477	WINE
Total PHILLIPS WINES & SPIRITS			\$2,915.01		
Paid Chk#	100801	11/30/2015	ROOTSTOCK WINE COMPANY		
E 640-47000-259	Freight		\$1.50	15-2194	FREIGHT
E 640-47000-252	Wine For Resale		\$272.00	15-2194	WINE
Total ROOTSTOCK WINE COMPANY			\$273.50		
Paid Chk#	100802	11/30/2015	SOCIABLE CIDER WERKS		
E 640-47000-253	Beer For Resale		\$350.00	2132	BEER
Total SOCIABLE CIDER WERKS			\$350.00		
Paid Chk#	100803	11/30/2015	SOUTHERN WINE & SPIRITS OF MN		
E 640-47000-252	Wine For Resale		\$1,300.00	1346831	WINE
E 640-47000-259	Freight		\$1.28	1346831	FREIGHT
E 640-47000-252	Wine For Resale		\$480.00	1346832	WINE
E 640-47000-259	Freight		\$7.68	1346832	FREIGHT
E 640-47000-251	Liquor For Resale		\$509.84	1346833	LIQUOR
E 640-47000-259	Freight		\$5.12	1346833	FREIGHT
E 640-47000-252	Wine For Resale		\$440.00	1349304	WINE
E 640-47000-259	Freight		\$1.28	1349304	FREIGHT
E 640-47000-252	Wine For Resale		\$610.00	1349305	WINE
E 640-47000-259	Freight		\$11.52	1349305	FREIGHT
E 640-47000-251	Liquor For Resale		\$197.95	1349306	LIQUOR
E 640-47000-259	Freight		\$2.56	1349306	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$135.00	1351382	MISC.MIX
E 640-47000-259	Freight		\$6.40	1351382	FREIGHT
E 640-47000-252	Wine For Resale		\$156.00	1351383	WINE
E 640-47000-259	Freight		\$3.84	1351383	FREIGHT
Total SOUTHERN WINE & SPIRITS OF MN			\$3,868.47		
Paid Chk#	100804	11/30/2015	STRATEGIC EQUIPMENT AND		
E 640-48500-210	Operating Supplies (GENERAL)		(\$64.63)	147830	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$9.44	2512355	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$111.61	2538048	KITCHEN SUPPLIES
E 640-48000-341	General Promotions		\$31.77	2538050	PROMO SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$378.42	2538051	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$40.02	2538051	BAR SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$33.83	2541302	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$148.03	2541304	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$503.82	2541360	KITCHEN SUPPLIES
Total STRATEGIC EQUIPMENT AND			\$1,192.31		
Paid Chk#	100805	11/30/2015	SUNBURST CHEMICALS, INC.		
E 640-48500-415	Other Equipment Rentals		\$92.37	0007777	MACHINE LEASE
E 640-48500-210	Operating Supplies (GENERAL)		\$629.44	0355921	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		(\$251.13)	0356050	SUPPLIES
Total SUNBURST CHEMICALS, INC.			\$470.68		
Paid Chk#	100806	11/30/2015	T.D. ANDERSON INC.		
E 640-48000-409	Maint services & Improv		\$115.00	595588	BEER LINES CLEANED
Total T.D. ANDERSON INC.			\$115.00		
Paid Chk#	100807	11/30/2015	THE MINNESOTA SCORE		

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E 640-48000-340	Advertising	\$100.00	1129	BAR AD/RADIO COMMERCIAL
	Total THE MINNESOTA SCORE	\$100.00		
Paid Chk# 100808	11/30/2015	THORPE DISTRIBUTING CO.		
E 640-47000-253	Beer For Resale	\$1,048.47	988515	BEER
E 640-47000-253	Beer For Resale	\$18.00	991307	BEER
E 640-47000-253	Beer For Resale	\$33.00	991308	BEER
E 640-48000-253	Beer For Resale	\$449.70	991512	BEER
E 640-47000-253	Beer For Resale	\$399.10	991516	BEER
E 640-47000-254	Soft Drinks/Mix For Resale	\$42.00	994978	MISC.MIX
E 640-48000-253	Beer For Resale	\$161.70	995594	BEER
	Total THORPE DISTRIBUTING CO.	\$2,151.97		
Paid Chk# 100809	11/30/2015	TOLL GAS & WELDING SUPPLY		
E 640-48000-210	Operating Supplies (GENERAL)	\$69.75	40035733	SUPPLIES
	Total TOLL GAS & WELDING SUPPLY	\$69.75		
Paid Chk# 100810	11/30/2015	TRUE		
E 640-47000-256	MISC.MDSE.RESALE	\$57.32	152219	MISC.MDSE.
	Total TRUE	\$57.32		
Paid Chk# 100811	11/30/2015	TRUSTED EMPLOYEES		
E 640-48000-306	Personnel Expense	\$60.00	11201512035S	BACKGROUND CHECK SERVICES
E 640-47000-306	Personnel Expense	\$65.00	11201512035S	BACKGROUND CHECK SERVICES
	Total TRUSTED EMPLOYEES	\$125.00		
Paid Chk# 100812	11/30/2015	US FOODS		
E 640-48000-251	Liquor For Resale	\$28.99	3863537	LIQUOR
E 640-48500-255	FOODIngredients For Resale	\$3,226.71	3863537	FOOD
E 640-48000-342	Promotions - Food/Drinks	\$26.12	3863537	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale	\$80.28	3863537	MISC.BEV.
E 640-48500-210	Operating Supplies (GENERAL)	\$85.92	3863537	SUPPLIES
E 640-48500-255	FOODIngredients For Resale	\$951.39	3875302	FOOD
E 640-48500-255	FOODIngredients For Resale	\$3,240.23	3907022	FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$97.26	3907022	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$61.81	3907022	PROMO FOOD
E 640-48000-210	Operating Supplies (GENERAL)	\$37.02	3907022	SUPPLIES
E 640-48000-254	Soft Drinks/Mix For Resale	\$217.00	3907022	MISC.BEV.
E 640-48000-251	Liquor For Resale	\$50.33	3907022	LIQUOR
E 101-41100-493	Volunteer program	\$224.30	3912436	VOLUNTEER DINNER
E 640-48500-255	FOODIngredients For Resale	\$3,757.33	3949983	FOOD
E 640-48000-251	Liquor For Resale	\$34.90	3949983	LIQUOR
E 640-48000-342	Promotions - Food/Drinks	\$26.97	3949983	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale	\$218.00	3949983	MISC.BEV.
E 640-48500-255	FOODIngredients For Resale	\$2,773.11	4013813	FOOD
E 640-48000-251	Liquor For Resale	\$184.56	4013813	LIQUOR
E 640-48000-342	Promotions - Food/Drinks	\$67.35	4013813	PROMO FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$304.00	4013813	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale	\$525.90	4032819	FOOD
E 640-48500-255	FOODIngredients For Resale	\$3,174.06	4049752	FOOD
E 640-48500-255	FOODIngredients For Resale	\$56.26	5891829	FOOD
E 640-48500-255	FOODIngredients For Resale	(\$6,840.41)	5997852	QUARTERLY REBATE
E 640-48000-210	Operating Supplies (GENERAL)	\$76.71	5997852	BAR GLASSES
	Total US FOODS	\$12,686.10		
Paid Chk# 100813	11/30/2015	VINOCOPIA		
E 640-47000-251	Liquor For Resale	\$235.33	0137645	LIQUOR
E 640-47000-259	Freight	\$14.00	0137645	FREIGHT

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E 640-47000-251	Liquor For Resale		\$64.67	0137646	LIQUOR
E 640-47000-252	Wine For Resale		\$288.00	0138015	WINE
E 640-47000-259	Freight		\$7.50	0138015	FREIGHT
E 640-47000-252	Wine For Resale		\$288.00	0138016	WINE
E 640-47000-259	Freight		\$7.50	0138016	FREIGHT
E 640-47000-252	Wine For Resale		\$224.00	0138450	WINE
E 640-47000-259	Freight		\$5.00	0138450	FREIGHT
E 640-47000-259	Freight		\$5.00	0138451	FREIGHT
E 640-47000-251	Liquor For Resale		\$324.50	0138451	LIQUOR
Total VINOCOPIA			\$1,463.50		
Paid Chk# 100814	11/30/2015	WINE COMPANY			
E 640-47000-252	Wine For Resale		\$288.00	409156	WINE
E 640-47000-259	Freight		\$6.30	409156	FREIGHT
E 640-47000-252	Wine For Resale		\$552.00	410056	WINE
E 640-47000-259	Freight		\$6.30	410056	FREIGHT
E 640-47000-259	Freight		\$8.40	410485	FREIGHT
E 640-47000-252	Wine For Resale		\$357.34	410485	WINE
Total WINE COMPANY			\$1,218.34		
Paid Chk# 100815	11/30/2015	WINE MERCHANT			
E 640-47000-259	Freight		\$3.66	7055328	FREIGHT
E 640-47000-252	Wine For Resale		\$840.00	7055328	WINE
E 640-48000-252	Wine For Resale		\$168.44	7056406	WINE
E 640-47000-252	Wine For Resale		\$1,847.00	7056445	WINE
E 640-47000-259	Freight		\$7.32	7056445	FREIGHT
E 640-48000-252	Wine For Resale		\$490.10	7057301	WINE
E 640-47000-252	Wine For Resale		\$293.00	7057352	WINE
E 640-47000-259	Freight		\$2.44	7057352	FREIGHT
Total WINE MERCHANT			\$3,651.96		
Paid Chk# 100816	11/30/2015	WIRTZ BEVERAGE MN BEER			
E 640-47000-253	Beer For Resale		\$213.00	1090490139	BEER
E 640-47000-253	Beer For Resale		\$432.00	1090490140	BEER
E 640-47000-253	Beer For Resale		\$1,135.90	1090490141	BEER
E 640-47000-253	Beer For Resale		\$843.70	1090492376	BEER
E 640-47000-253	Beer For Resale		\$123.00	1090495595	BEER
E 640-47000-253	Beer For Resale		\$149.90	1090495596	BEER
E 640-47000-253	Beer For Resale		\$2,113.05	1090495597	BEER
E 640-48000-253	Beer For Resale		\$755.00	1090495651	BEER
Total WIRTZ BEVERAGE MN BEER			\$5,765.55		
Paid Chk# 100817	11/30/2015	WIRTZ BEVERAGE MN WINE & SPIRI			
E 640-47000-259	Freight		\$1.45	1080390701	FREIGHT
E 640-47000-251	Liquor For Resale		\$177.00	1080390701	LIQUOR
E 640-47000-252	Wine For Resale		\$72.00	1080396610	WINE
E 640-47000-259	Freight		\$1.45	1080396610	FREIGHT
E 640-47000-259	Freight		\$13.05	1080396611	FREIGHT
E 640-47000-252	Wine For Resale		\$1,069.25	1080396611	WINE
E 640-47000-259	Freight		\$20.30	1080397120	FREIGHT
E 640-47000-251	Liquor For Resale		\$2,238.90	1080397120	LIQUOR
E 640-47000-259	Freight		\$2.42	1080397700	FREIGHT
E 640-47000-251	Liquor For Resale		\$205.20	1080397700	LIQUOR
E 640-47000-259	Freight		\$1.45	1080399472	FREIGHT
E 640-47000-251	Liquor For Resale		\$679.00	1080399472	LIQUOR
E 640-47000-259	Freight		\$2.90	1080399473	FREIGHT
E 640-47000-252	Wine For Resale		\$314.00	1080399473	WINE
E 640-47000-252	Wine For Resale		\$800.00	1080400858	WINE

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E 640-47000-259	Freight		\$6.52	1080400858	FREIGHT
E 640-47000-259	Freight		\$25.37	1080402726	FREIGHT
E 640-47000-252	Wine For Resale		\$1,865.75	1080402726	WINE
E 640-47000-251	Liquor For Resale		\$177.78	1080402727	LIQUOR
E 640-47000-259	Freight		\$3.02	1080402727	FREIGHT
E 640-47000-251	Liquor For Resale		(\$177.00)	2080112237	LIQUOR
E 640-47000-251	Liquor For Resale		(\$53.58)	2080112251	LIQUOR
Total WIRTZ BEVERAGE MN WINE & SPIRI			\$7,446.23		
Paid Chk# 100818	11/30/2015	Z WINES USA LLC			
E 640-47000-252	Wine For Resale		\$104.00	16339	WINE
E 640-47000-259	Freight		\$2.50	16339	FREIGHT
Total Z WINES USA LLC			\$106.50		
Paid Chk# 100819	12/3/2015	ACME TOOLS			
E 620-40000-240	Small Tools and Minor Equip		\$55.00	3800804	TOOLS
E 610-40000-240	Small Tools and Minor Equip		\$55.00	3800804	TOOLS
Total ACME TOOLS			\$110.00		
Paid Chk# 100820	12/3/2015	AEM FINANCIAL SOLUTIONS			
E 101-41500-301	Auditing and Acct g Services		\$5,200.00	356016	CONTRACTED FINANCIAL SERVICES
Total AEM FINANCIAL SOLUTIONS			\$5,200.00		
Paid Chk# 100821	12/3/2015	ANCHOR SCIENTIFIC INC.			
E 620-40000-225	Repair & Maint - System		\$68.00	218421	PARTS
Total ANCHOR SCIENTIFIC INC.			\$68.00		
Paid Chk# 100822	12/3/2015	ARTEKA NATURAL GREEN			
E 430-40000-309	Contractual Services		\$75,742.45	ROUNDABOU	ROUNDAABOUT LANDSCAPING
Total ARTEKA NATURAL GREEN			\$75,742.45		
Paid Chk# 100823	12/3/2015	AT&T MOBILITY			
E 101-41940-321	Telephone		\$278.31		CELL PHONE SERVICE
Total AT&T MOBILITY			\$278.31		
Paid Chk# 100824	12/3/2015	AT&T MOBILITY			
E 101-41940-321	Telephone		\$204.04		CELL PHONE SERVICE
Total AT&T MOBILITY			\$204.04		
Paid Chk# 100825	12/3/2015	BANYON DATA SYSTEMS			
E 101-41500-433	Dues, Licensing & Seminars		\$1,590.00	00153724	PAYROLL & FUND ACCTG. SUPPORT
Total BANYON DATA SYSTEMS			\$1,590.00		
Paid Chk# 100826	12/3/2015	BEST & FLANAGAN			
E 101-41500-304	Legal Fees		\$7,248.10	455000	BRAD HOYT PROPERTY TAX APPEAL
E 101-41500-304	Legal Fees		\$1,987.50	455104	CITYCOUNCIL
G 101-20310	Escrow		\$300.00	455105	PRES.HOMES ESCROW
E 101-41500-304	Legal Fees		\$37.50	455108	253 LAKE STREET
E 101-41500-304	Legal Fees		\$412.50	455110	BURLINGTON NORTHERN
E 101-41500-304	Legal Fees		\$288.75	455111	PRES.HOMES
E 101-41500-304	Legal Fees		\$75.00	455113	CNTY.RD.101
E 101-41500-304	Legal Fees		\$3,014.00	455114	UNITARIAN CHURCH
E 101-41500-304	Legal Fees		\$150.00	455115	LAKEFRONT CONSULTING CONTRACT
E 101-41500-304	Legal Fees		\$562.50	455121	CIVITAS CONTRACT
E 101-41500-304	Legal Fees		\$187.50	455129	RETAINER
E 401-40000-304	Legal Fees		\$2,268.80	455130	DOWNTOWN PARKING
Total BEST & FLANAGAN			\$16,532.15		
Paid Chk# 100827	12/3/2015	BETH, GERALD O			

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			Check Amt	Invoice	Comment
E 640-48000-341	General Promotions		\$175.00	12/8/15	BAR MUSIC 12/8/15
	Total BETH, GERALD O		\$175.00		
Paid Chk# 100828	12/3/2015	BETH, GERALD O			
E 640-48000-341	General Promotions		\$175.00	12/15/15	BAR MUSIC 12/15/15
	Total BETH, GERALD O		\$175.00		
Paid Chk# 100829	12/3/2015	BOB S SHOE REPAIR			
E 101-42200-210	Operating Supplies (GENERAL)		\$47.50	1295	FD UNIFORM REPAIR
	Total BOB S SHOE REPAIR		\$47.50		
Paid Chk# 100830	12/3/2015	BUDGET PRINTING & AWARDS			
E 404-40000-499	Miscellaneous		\$17.59	9020	BENCH PLATE
	Total BUDGET PRINTING & AWARDS		\$17.59		
Paid Chk# 100831	12/3/2015	BUSINESS FORMS & ACCOUNTING			
E 101-41500-200	Office Supplies (GENERAL)		\$64.00	050674	W2 ENVELOPES
E 101-41500-200	Office Supplies (GENERAL)		\$132.17	050703	W2 FORMS
	Total BUSINESS FORMS & ACCOUNTING		\$196.17		
Paid Chk# 100832	12/3/2015	CARQUEST OF WAYZATA			
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$48.44	6976-310204	PARTS
	Total CARQUEST OF WAYZATA		\$48.44		
Paid Chk# 100833	12/3/2015	CARVER COUNTY			
G 101-20300	Deposits Payable		\$140.00	CASH FINE	CASH FINE
	Total CARVER COUNTY		\$140.00		
Paid Chk# 100834	12/3/2015	CLAREY S SAFETY EQUIPMENT			
E 101-42200-306	Personnel Expense		\$2,080.00	163910	FD KEVLAR MASKS
	Total CLAREY S SAFETY EQUIPMENT		\$2,080.00		
Paid Chk# 100835	12/3/2015	CLASSEY, KRISTIN			
G 101-21721	Flex Plan		\$106.30	FLEX REIMB.	FLEX SPENDING REIMB.
	Total CLASSEY, KRISTIN		\$106.30		
Paid Chk# 100836	12/3/2015	COMMERCIAL ASPHALT CO.			
E 430-40000-309	Contractual Services		\$409.56	151115	ASPHALT
	Total COMMERCIAL ASPHALT CO.		\$409.56		
Paid Chk# 100837	12/3/2015	DAHLHEIMER DISTRIBUTING CO.			
E 640-48000-253	Beer For Resale		\$450.00	1171515	BEER
E 640-47000-253	Beer For Resale		\$27.00	1177879	BEER
	Total DAHLHEIMER DISTRIBUTING CO.		\$477.00		
Paid Chk# 100838	12/3/2015	DISTEL, DANIEL			
E 101-41550-302	Consultants		\$3,566.00		MONTHLY ASSESSING
	Total DISTEL, DANIEL		\$3,566.00		
Paid Chk# 100839	12/3/2015	EHLERS			
E 316-40000-301	Auditing and Acct g Services		\$2,037.50	69130	TIF ANNUAL DISCLOSURE REPORTING
E 314-40000-301	Auditing and Acct g Services		\$2,037.50	69130	TIF ANNUAL DISCLOSURE REPORTING
	Total EHLERS		\$4,075.00		
Paid Chk# 100840	12/3/2015	EMERGENCY RESPONSE SOLUTIONS			
E 101-42200-240	Small Tools and Minor Equip		\$1,802.25	5210	FD TOOLS
	otal EMERGENCY RESPONSE SOLUTIONS		\$1,802.25		
Paid Chk# 100841	12/3/2015	FASTENAL			

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E 101-43100-210	Operating Supplies (GENERAL)		\$14.19	MNPLY80857	SUPPLIES
	Total FASTENAL		\$14.19		
Paid Chk# 100842	12/3/2015	FLOYD TOTAL SECURITY			
E 640-49100-401	Repairs/Maint Buildings		\$551.14	1099357	MUNI BLDG.LOCKS & KEYS
	Total FLOYD TOTAL SECURITY		\$551.14		
Paid Chk# 100843	12/3/2015	GOPHER STATE ONE CALL			
E 610-40000-313	Permit Fees/Gopher State		\$226.60	148665	UTILITY LOCATES
E 620-40000-313	Permit Fees/Gopher State		\$226.60	148665	UTILITY LOCATES
	Total GOPHER STATE ONE CALL		\$453.20		
Paid Chk# 100844	12/3/2015	GRAINGER, INC.			
E 620-40000-240	Small Tools and Minor Equip		\$42.75	9886662783	TOOLS & SUPPLIES
E 610-40000-240	Small Tools and Minor Equip		\$42.75	9886662783	TOOLS & SUPPLIES
E 101-45200-240	Small Tools and Minor Equip		\$42.75	9886662783	TOOLS & SUPPLIES
E 101-43100-240	Small Tools and Minor Equip		\$42.75	9886662783	TOOLS & SUPPLIES
E 640-48000-404	Repairs/Maint - Machin/Equip		\$73.20	9886972794	TOOLS & SUPPLIES
E 101-41940-210	Operating Supplies (GENERAL)		\$66.24	9895388081	TOOLS & SUPPLIES
	Total GRAINGER, INC.		\$310.44		
Paid Chk# 100845	12/3/2015	HD SUPPLY WATERWORKS, LTD			
E 610-40000-225	Repair & Maint - System		\$3,638.57	E418919	PARTS
E 610-40000-225	Repair & Maint - System		(\$16.45)	E452059	PARTS
E 610-40000-225	Repair & Maint - System		(\$1,654.97)	E511541	PARTS
E 610-40000-225	Repair & Maint - System		\$1,924.98	E595024	PARTS
E 610-49100-405	Maint/Replac - System		\$2,650.00	E677812	PARTS
E 610-40000-225	Repair & Maint - System		(\$804.36)	E680835	PARTS
E 610-40000-225	Repair & Maint - System		(\$1,527.35)	E756174	PARTS
	Total HD SUPPLY WATERWORKS, LTD		\$4,210.42		
Paid Chk# 100846	12/3/2015	HEIDER, NICK			
E 630-40000-331	Mileage & Expense Account		\$29.92	REIMB.	MILEAGE REIMB.
E 630-40000-210	Operating Supplies (GENERAL)		\$25.95	REIMB.	THERMAL PAPER ADAPTER
	Total HEIDER, NICK		\$55.87		
Paid Chk# 100847	12/3/2015	HENNEPIN COUNTY TAX SERVICES			
E 101-41500-499	Miscellaneous		\$368.57	TAX NOTICES	TAX NOTICES
	Total HENNEPIN COUNTY TAX SERVICES		\$368.57		
Paid Chk# 100848	12/3/2015	HENNEPIN COUNTY TREASURER			
G 650-20818	Garbage Sales Tax		\$1,360.15	9%REFUSE T	9% REFUSE TAX - NOV.2015
	Total HENNEPIN COUNTY TREASURER		\$1,360.15		
Paid Chk# 100849	12/3/2015	HIGHWAY 55 RENTAL			
E 101-41100-493	Volunteer program		\$274.29	492485	VOLUNTEER DINNER
	Total HIGHWAY 55 RENTAL		\$274.29		
Paid Chk# 100850	12/3/2015	HOLIDAY			
E 640-47000-212	Motor Fuels		\$42.60		FUEL
	Total HOLIDAY		\$42.60		
Paid Chk# 100851	12/3/2015	HOWE, TIMOTHY			
E 640-48000-341	General Promotions		\$300.00	12/9/15	BAR MUSIC 12/9/15
	Total HOWE, TIMOTHY		\$300.00		
Paid Chk# 100852	12/3/2015	ISOLATION TECHNOLOGY, INC.			
E 408-40000-540	Equipment		\$773.19	19144	EMERGENCY GENERATOR

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			Check Amt	Invoice	Comment
Total	ISOLATION TECHNOLOGY, INC.		\$773.19		
Paid Chk# 100853	12/3/2015	JONES, REBECCA			
E 610-40000-499	Miscellaneous		\$26.27	REIMB.	SUPPLIES
	Total JONES, REBECCA		\$26.27		
Paid Chk# 100854	12/3/2015	KD & COMPANY			
E 101-43100-229	Dirt, Sand and gravel		\$25.00	8254	DISPOSAL OF ASPHALT
	Total KD & COMPANY		\$25.00		
Paid Chk# 100855	12/3/2015	KELLY, MICHAEL JR.			
E 101-43300-499	Miscellaneous		\$20.99	REIMB.	PHONE CASE
E 101-43300-331	Mileage & Expense Account		\$31.41	REIMB.	PARKING & LUNCH
E 101-43300-433	Dues, Licensing & Seminars		\$365.00	REIMB.	CONF.REGISTRATION
	Total KELLY, MICHAEL JR.		\$417.40		
Paid Chk# 100856	12/3/2015	KIRVIDA FIRE, INC.			
E 101-42200-404	Repairs/Maint - Machin/Equip		\$355.79	5180	FD PUMPER REPAIRS
	Total KIRVIDA FIRE, INC.		\$355.79		
Paid Chk# 100857	12/3/2015	KREATZ, DAVID			
E 640-48500-130	Employer Paid Ins		\$275.32	DEC.2015	DEC.2015
	Total KREATZ, DAVID		\$275.32		
Paid Chk# 100858	12/3/2015	LANO EQUIPMENT, INC.			
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$250.00	03-322375	PARTS
	Total LANO EQUIPMENT, INC.		\$250.00		
Paid Chk# 100859	12/3/2015	LMCD			
E 233-40000-437	Payments to Organizations		\$1,651.25	DOCK LICENS	DOCK LICENSE
	Total LMCD		\$1,651.25		
Paid Chk# 100860	12/3/2015	LONG LAKE TRU VALUE			
E 101-45200-210	Operating Supplies (GENERAL)		\$66.87		SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)		\$36.64		SUPPLIES
E 610-40000-240	Small Tools and Minor Equip		\$15.50		SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)		\$3.00		SUPPLIES
E 101-42200-210	Operating Supplies (GENERAL)		\$41.30		SUPPLIES
E 101-42100-210	Operating Supplies (GENERAL)		\$14.99		SUPPLIES
E 620-40000-240	Small Tools and Minor Equip		\$15.49		SUPPLIES
	Total LONG LAKE TRU VALUE		\$193.79		
Paid Chk# 100861	12/3/2015	MAMA			
E 101-41500-331	Mileage & Expense Account		\$20.00	1973	JEFF & HEIDI LUNCHEON MTG.
E 101-41910-331	Mileage & Expense Account		\$20.00	1988	JEFF & HEIDI LUNCHEON MTG.
	Total MAMA		\$40.00		
Paid Chk# 100862	12/3/2015	MARCO			
E 101-41500-433	Dues, Licensing & Seminars		\$125.51	INV2969377	COPIER CONTRACT
	Total MARCO		\$125.51		
Paid Chk# 100863	12/3/2015	MEDIACOM			
E 101-41940-321	Telephone		\$592.00		SERVICE
	Total MEDIACOM		\$592.00		
Paid Chk# 100864	12/3/2015	METROPOLITAN COUNCIL			
E 620-40000-386	Other Utilities		\$37,744.23	0001050208	SEWER SERVICE
	Total METROPOLITAN COUNCIL		\$37,744.23		

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Paid Chk# 100865	12/3/2015	METROPOLITAN COUNCIL			
R 101-00000-34190	Charges for Services/Gen Gov		(\$24.85)	SAC NOV2015	SAC FEES NOV.2015
G 101-20831	MWCC (SAC)		\$2,485.00	SAC NOV2015	SAC FEES NOV.2015
Total	METROPOLITAN COUNCIL		\$2,460.15		
Paid Chk# 100866	12/3/2015	MEYER, BORGMAN, JOHNSON			
E 101-42400-309	Contractual Services		\$1,282.50	15.627.0-3	PROMENADE INSPECTION SERVICES
Total	MEYER, BORGMAN, JOHNSON		\$1,282.50		
Paid Chk# 100867	12/3/2015	MILLER, FRED			
E 235-40000-302	Consultants		\$1,525.00	115	WCTV
Total	MILLER, FRED		\$1,525.00		
Paid Chk# 100868	12/3/2015	MINGER CONSTRUCTION, INC.			
E 620-49100-309	Contractual Services		\$209,799.19	LIFTSTATION	LIFTSTATION #5 RECONSTRUCTION
Total	MINGER CONSTRUCTION, INC.		\$209,799.19		
Paid Chk# 100869	12/3/2015	MN BATTERY LLC			
E 610-40000-242	Well & F.P. Equipment		\$297.50	15034	BATTERIES
Total	MN BATTERY LLC		\$297.50		
Paid Chk# 100870	12/3/2015	MN DEPARTMENT OF HEALTH			
E 610-40000-309	Contractual Services		\$2,232.00		WATER SERVICE
Total	MN DEPARTMENT OF HEALTH		\$2,232.00		
Paid Chk# 100871	12/3/2015	MN NCPERS LIFE INSURANCE			
G 101-21715	PERA Term Life		\$48.00	12/2015	LIFE INS.-DEC.2015
Total	MN NCPERS LIFE INSURANCE		\$48.00		
Paid Chk# 100872	12/3/2015	MORRELL & MORRELL, LP			
E 101-43100-229	Dirt, Sand and gravel		\$1,536.62	30956	HAULING CHARGE FOR WINTER MIX
E 101-43100-229	Dirt, Sand and gravel		\$631.73	30983	HAULING CHARGE FOR WINTER MIX
E 101-43100-229	Dirt, Sand and gravel		\$872.57	31006	HAULING CHARGE FOR WINTER MIX
Total	MORRELL & MORRELL, LP		\$3,040.92		
Paid Chk# 100873	12/3/2015	NAPA AUTO PARTS-WATERTOWN			
E 101-43100-210	Operating Supplies (GENERAL)		\$18.73	448432	SUPPLIES
Total	NAPA AUTO PARTS-WATERTOWN		\$18.73		
Paid Chk# 100874	12/3/2015	NEWMAN TRAFFIC SIGNS			
E 101-43100-226	Sign Repair Materials		\$87.76	TI-0292499	SIGNS
Total	NEWMAN TRAFFIC SIGNS		\$87.76		
Paid Chk# 100875	12/3/2015	OFFICE DEPOT			
E 101-42100-200	Office Supplies (GENERAL)		\$4.69	807728900001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$11.16	807728900001	SUPPLIES
E 630-40000-200	Office Supplies (GENERAL)		\$17.49	807728900001	SUPPLIES
E 630-40000-200	Office Supplies (GENERAL)		\$19.51	807728900002	SUPPLIES
Total	OFFICE DEPOT		\$52.85		
Paid Chk# 100876	12/3/2015	POIRIER, BERNARD			
E 610-40000-241	Safety equip/testings		\$62.50	BOOTS	SAFETY BOOTS REIMB.
E 620-40000-241	Safety equip/testings		\$62.50	BOOTS	SAFETY BOOTS REIMB.
Total	POIRIER, BERNARD		\$125.00		
Paid Chk# 100877	12/3/2015	RANDY S SANITATION			
E 650-47600-309	Contractual Services		\$3,916.80		RECYCLING
E 650-47500-499	Miscellaneous		\$3,500.00		LEAF PICKUP
E 640-47000-384	Refuse/Garbage Disposal		\$150.00		STORE

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E 650-47800-386	Other Utilities		\$9.45		ORGANICS DISPOSAL
E 650-47800-384	Refuse/Garbage Disposal		\$6,479.48		ORGANICS
E 650-47500-386	Other Utilities		\$3,415.30		DISPOSAL
E 650-47500-384	Refuse/Garbage Disposal		\$983.87		DRIVE UP
E 650-47500-384	Refuse/Garbage Disposal		\$1,364.25		KARTS
E 650-47500-384	Refuse/Garbage Disposal		\$37.05		STICKERS
E 650-47500-384	Refuse/Garbage Disposal		\$8,708.29		LABOR
E 640-48000-384	Refuse/Garbage Disposal		\$333.75		BAR
E 101-41940-386	Other Utilities		\$66.96		CH & PW
Total RANDY S SANITATION			\$28,965.20		
Paid Chk#	100878	12/3/2015	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#	100879	12/3/2015	RENOVO PROPERTIES LLC		
G 101-20310	Escrow		\$3,060.00	REFUND	ESCROW RELEASE FOR 303 HAMPTON PROJECT
Total RENOV PROPERTIES LLC			\$3,060.00		
Paid Chk#	100880	12/3/2015	SHORT ELLIOTT HENDRICKSON INC.		
G 101-20310	Escrow		\$1,773.73	306939	AT&T ESCROW PROJECT
Total SHORT ELLIOTT HENDRICKSON INC.			\$1,773.73		
Paid Chk#	100881	12/3/2015	SPOK, INC.		
E 101-43100-499	Miscellaneous		\$14.70	Y0318102K	PAGER SERVICE
Total SPOK, INC.			\$14.70		
Paid Chk#	100882	12/3/2015	SPRINT		
E 101-42200-323	Radio Units		\$317.69	523093316-16	FD SERVICE
Total SPRINT			\$317.69		
Paid Chk#	100883	12/3/2015	TESSMAN SEED CO.		
E 101-45200-216	Chemicals and Chem Products		\$546.50	S225154	ICE MELT
Total TESSMAN SEED CO.			\$546.50		
Paid Chk#	100884	12/3/2015	TIME SAVER		
E 101-41100-302	Consultants		\$477.00	M21768	MTG.MINUTES
Total TIME SAVER			\$477.00		
Paid Chk#	100885	12/3/2015	TROPHIES BY LINDA		
E 101-41500-306	Personnel Expense		\$85.00	164	CLOCK-NELSON
Total TROPHIES BY LINDA			\$85.00		
Paid Chk#	100886	12/3/2015	VISU-SEWER CLEAN & SEAL, INC.		
E 620-40000-409	Maint services & Improv		\$5,850.00	27149	SEWER TELEVISIONING
E 670-40000-409	Maint services & Improv		\$3,022.50	27149	SEWER TELEVISIONING
Total VISU-SEWER CLEAN & SEAL, INC.			\$8,872.50		
Paid Chk#	100887	12/3/2015	WIRTZ BEVERAGE MN WINE & SPIRI		
E 640-47000-259	Freight		\$49.54	1080399504	FREIGHT
E 640-47000-251	Liquor For Resale		\$6,055.28	1080399504	LIQUOR
Total WIRTZ BEVERAGE MN WINE & SPIRI			\$6,104.82		
Paid Chk#	100888	12/3/2015	WSB & ASSOCIATES		
E 101-41910-302	Consultants		\$6,498.00	01204-400-3	PLANNING CONSULTANT-ZWEBER
G 101-20310	Escrow		\$1,425.00	01204-410-3	1120 WAYZ.BLVD.ESCROW PROJECT
E 101-41910-302	Consultants		\$28.50	01204-420-3	133 RIDGEVIEW
G 101-20310	Escrow		\$798.00	01204-430-2	240 MANITOBA ESCROW PROJECT
E 101-41910-302	Consultants		\$1,966.50	01204-440-2	TREE PRESERVATION ORDINANCE ZWEBER

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E 101-41910-302	Consultants	\$2,280.00	01204-450-2	TELECOMMUNICATIONS ORDINANCE-ZWEBER
Total WSB & ASSOCIATES		\$12,996.00		
Paid Chk# 100889	12/3/2015	XCEL ENERGY		
E 101-42200-381	Electric Utilities	\$500.00		SERVICE
E 610-40000-381	Electric Utilities	\$5,403.14		SERVICE
E 640-47000-381	Electric Utilities	\$1,253.18		SERVICE
E 640-48000-381	Electric Utilities	\$2,924.10		SERVICE
E 620-40000-381	Electric Utilities	\$456.52		SERVICE
E 101-41940-381	Electric Utilities	\$10.99		SERVICE
E 101-41940-381	Electric Utilities	\$3,520.98		SERVICE
E 101-45203-381	Electric Utilities	\$448.41		SERVICE
Total XCEL ENERGY		\$14,517.32		
10100 Anchor Bank		\$549,626.99		

Fund Summary**10100 Anchor Bank**

101 GENERAL FUND	\$65,737.18
233 LAKFRONT IMPROVE	\$1,651.25
235 CABLE TV	\$1,525.00
314 WIDSTEN	\$2,037.50
316 BAY CENTER	\$2,037.50
401 PERM IMPROVEMENT	\$2,268.80
404 PARK AND TRAIL CIP	\$17.59
408 GENERAL CIP	\$773.19
430 STREET CIP	\$76,152.01
610 WATER FUND	\$12,574.68
620 SEWER FUND	\$254,356.92
630 MOTOR VEHICLE	\$92.87
640 LIQUOR	\$97,605.36
650 SOLID WASTE	\$29,774.64
670 STORMWATER	\$3,022.50
	\$549,626.99

12/15/2015

THE FOLLOWING 2016 MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY

2016 Car Wash License	
Gerring's Car Wash	1405 Wayzata Boulevard East
2016 Food License	
6Smith	294 Grove Lane East
Café by the Bay	250 Central Avenue North
Caribou Coffee #103	609 Lake Street East
Caribou Coffee #145	1151 Wayzata Boulevard East
Caribou Coffee #1296	250 Superior Boulevard
CōV Wayzata	700 Lake Street East
D'Amico & Sons	810 Lake Street East
Folkestone Senior Housing	100 Promenade Avenue
Gianni's Steakhouse	635 Lake Street East
Kentucky Friend Chicken	1350 Wayzata Boulevard East
Lake Area Discovery Center at St Barts	630 Wayzata Boulevard East
McCormick's	331 Broadway Avenue South
McDonalds	1450 Wayzata Boulevard East
Peoples Organic Coffee & Wine Café	765 Lake Street East
Redeemer Lutheran Church	115 Wayzata Boulevard West
Redeemer Lutheran School	115 Wayzata Boulevard West
The McIver Center	1221 Wayzata Boulevard East
The Retreat	1221 Wayzata Boulevard East
Wayzata Masonic Lodge #205	407 Lake Street East
Yogurt Lab	701 Lake Street East
2016 Food Vehicle License	
D'Amico & Sons	810 Lake Street East
Gianni's Steakhouse	635 Lake Street East
Kentucky Friend Chicken	1350 Wayzata Boulevard East

2016 Gas Fitters License	
Abel Heating & Cooling	Mound, MN
Corporate Mechanical, Inc.	New Hope, MN
Heating & Cooling Two	Maple Grove, MN
Horwitz, Inc.	New Hope, MN
Wenzel Heating & A/C	Eagan, MN
2016 Lodging License	
Folkestone Senior Housing	100 Promenade Avenue
The Mclver Center	1221 Wayzata Boulevard East
The Retreat	1221 Wayzata Boulevard East
2016 Seasonal Permanent Food License	
McCormick's Beachside	220 Grove Lane East
2016 Tree Removal & Treatment License	
Emery's Tree Service	Delano, MN
Four Seasons Tree Service	Hopkins, MN
Ostvig Tree Inc	Wayzata, MN
Premier Tree Service	Pierz, MN
Western Tree Service Inc	Paynesville, MN

2016 MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL ON 12/15/2015

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

2016 3.2% On Sale Liquor License	
Peoples Organic Coffee & Wine Café	765 Lake Street East
2016 Kennel License	
LuLu & Luigi	812 Lake Street East
2016 Massage License	
Koren Walsh	1421 Wayzata Boulevard East



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake

600 Rice Street
Wayzata, MN 55391-1734

(952) 404-5340

Fax: (952) 404-5359

To: Heidi Nelson

From: CSO Haapoja

Date: December 10th, 2015

Re: Dog Kennel License Renewal

The Wayzata Police Department received a Kennel License Application from Lulu & Luigi. This application is for a renewal of a current license.

Lulu & Luigi's business is primarily used for the grooming of animals and animal product sales. I inspected the business and found it to be clean and sanitary. Animals are only kept there for short periods of time. Water is supplied upon request of the owners. No animals are kept overnight. I have no areas of concern for approving this application.

There are no previous calls regarding any animals at this business on file.

**WAYZATA POLICE DEPARTMENT
ACTIVITY REPORT - NOVEMBER, 2015**

Warrant

Reported: 11-30-2015 1219

26 year old male from Minnetonka arrested on an outstanding warrant.
Paid cash bail on scene and was released.

Addresses Involved

1300 block of Wayzata Blvd E, Wayzata, MN 55391

Names Involved

(Arrested) Richards, Thomas Melvin (Age:26)

Abandon Vehicle

Reported: 11-26-2015 0908

Report of an abandon vehicle on private property. Caller was advised of options.

Addresses Involved

400 block of Lake St W, Wayzata, MN 55391

Unwanted Person

Reported: 11-25-2015 2135

Report of an unwanted male refusing to leave the business. Male was given a courtesy ride to the gas station.

Addresses Involved

200 block of Grove Lane, Wayzata, MN 55391

Death

Reported: 11-25-2015 1739

Family requested assistance checking on resident. Male was found deceased.

Addresses Involved

100 block of Promenade Ave, Wayzata, MN 55391

Domestic

Reported: 11-25-2015 0044

Report of a verbal domestic. Both parties were counseled and advised.

Addresses Involved

600 block of Wayzata Blvd E, Wayzata, MN 55391

Suspicious

Reported: 11-24-2015 0806

Report of male sleeping in a car. Male had been kicked out of his house.

Addresses Involved

300 block of Pondridge Circle, Wayzata, MN 55391

Suspicious

Reported: 11-24-2015 0350

Officer observed a suspicious occupied vehicle near construction equipment.
Occupant of the vehicle was a construction worker.

Addresses Involved

Cty Rd 16 & Cty Rd 101, Wayzata, MN 55391

Theft

Reported: 11-23-2015 1919

Report of a theft. Loss \$999

Addresses Involved

500 block of Ferndale Rd, Wayzata, MN 55391

Alarm **Reported:** 11-22-2015 1610
Fire alarm. Burnt food. Child was roasting a marshmallow over the stove burner and it dripped and caused the alarm to go off.

Addresses Involved
600 block of Wayzata Blvd, Wayzata, MN 55391

Disturbance **Reported:** 11-21-2015 2236
Loud music complaint. Resident was advised.

Addresses Involved
200 block of Central Ave N, Wayzata, MN 55391

Suspicious **Reported:** 11-20-2015 0532
Report of a suspicious vehicle in the area. Unfounded. Vehicle driver was delivering newspapers.

Addresses Involved
600 block of Rosswood Lane, Wayzata, MN 55391

Fraud **Reported:** 11-18-2015 1459
Report of an attempted phone scam. No loss.

Addresses Involved
600 block of Hillside Dr, Wayzata, MN 55391

Theft **Reported:** 11-17-2015 1500
Report of a theft by swindle. This case is under investigation.

Addresses Involved
1200 block of Wayzata Blvd E, Wayzata, MN 55391

Theft **Reported:** 11-17-2015 1359
Report of a theft. Loss \$9.28

Addresses Involved
1300 block of Wayzata Blvd E, Wayzata, MN 55391

Theft **Reported:** 11-16-2015 0959
Report of a dishonored check. Loss \$275.

Addresses Involved
2300 block of Wayzata Blvd W, Long Lake, MN

Forgery **Reported:** 11-16-2015 0811
Report of a forged check. Loss \$200.

Addresses Involved
1900 block of Wayzata Boulevard W, Long Lake, MN 55356

Neighbor Dispute **Reported:** 11-15-2015 1206
Report of a neighbor dispute. Situation was mediated.

Addresses Involved
200 block of Glenbrook Rd N, Wayzata, MN 55391

Traffic Offense **Reported:** 11-14-2015 1929
52 year old female from Plymouth arrested for driving after cancellation.

Addresses Involved

1300 block of Wayzata Blvd, Wayzata, MN 55391

Names Involved

(Arrested) Senior, Aimee Lacy Nestingen (Age:52)

Theft **Reported:** 11-12-2015 1228
Report of a theft. Loss \$3.29

Addresses Involved

1300 block of Wayzata Blvd E, Wayzata, MN 55391

Theft **Reported:** 11-12-2015 1123
Report of a theft. Loss \$2.50

Addresses Involved

1300 block of Wayzata Blvd E, Wayzata, MN 55391

Open Door **Reported:** 11-11-2015 0228
Report of an unlocked door at a business after hours. Interior checked,
no problems found. Door secured.

Addresses Involved

300 block of Superior Blvd, Wayzata, MN 55391 USA

Fire **Reported:** 11-10-2015 1244
Report of a dryer fire. Fire was extinguished prior to officer arrival.
Long Lake Fire vented the smoke out of the house.

Addresses Involved

200 block of Lakeview Ave, Long Lake, MN 55356

Utility/Public Works Issue **Reported:** 11-10-2015 1124
Report of a hit gas line. Gas Company arrived on scene to repair the leak.

Addresses Involved

500 block of Park St E, Wayzata, MN

Theft **Reported:** 11-09-2015 1633
Report of a fraudulent bank transaction. Loss \$16,000.

Addresses Involved

300 block of Waycliffe, Wayzata, MN

Suspicious **Reported:** 11-09-2015 0654
Report of a suspicious vehicle parked near railroad tracks. Vehicle belonged to construction
worker working on tracks.

Addresses Involved

1000 block of Lake St E, Wayzata, MN

Open Door **Reported:** 11-07-2015 2013
Officer located an open gate. Building was secured. Closed gate.

Addresses Involved

2300 block of Wayzata Blvd W, Long Lake, MN

Theft of Vehicle **Reported:** 11-07-2015 1846

Report of a stolen vehicle.

Addresses Involved

1200 block of Wayzata Blvd E, Wayzata, MN

Damage to Property - Criminal **Reported:** 11-05-2015 0915

Report of damage to an outside light. Loss approximately \$380.

Addresses Involved

300 block of Pond Ridge Circle, Wayzata, MN 55391 USA

Unwanted Person **Reported:** 11-05-2015 0801

Report of a male soliciting for money. Male was transported to Interfaith for assistance.

Addresses Involved

Broadway Ave S & Lake E, Wayzata, MN

Suspicious **Reported:** 11-05-2015 0738

Report of a suspicious vehicle. Driver was part of the landscaping crew and was waiting for the rest of the crew to arrive.

Addresses Involved

1200 block of Wayzata Blvd E, Wayzata, MN 55391

Disturbance **Reported:** 11-03-2015 1307

Report of an on-going family dispute.

Addresses Involved

100 block of Central Ave S, Wayzata, MN 55391

Disturbance **Reported:** 11-03-2015 0750

Report of a loud vehicle. Noise was coming from a construction crew.

Addresses Involved

100 block of Central Ave S, Wayzata, MN 55391

DWI **Reported:** 11-02-2015 2353

21 year old male from Forest Lake arrested for driving while under the influence. Test results pending.

Addresses Involved

Wayzata Blvd West & Glenmoor Lane , Long Lake

Names Involved

(Arrested) Andrade, Gabriel Eduardo (Age:21)

Disturbance **Reported:** 11-01-2015 0016

Report of two loud people in the entryway. They were advised.

Addresses Involved

100 block of Wayzata Blvd, Wayzata, MN 55391

TRAFFIC – NOVEMBER, 2015

CITATIONS	115
WRITTEN WARNINGS	11
VERBAL WARNINGS	63

Description	Nov 2015
MISSING PERSON	1
MISSING ANIMAL	2
MISSING/LOST PROPERTY	1
FOUND ANIMAL	2
FOUND PROPERTY	4
ABANDONED VEHICLE	3
PIMV	2
PDMV	17
H & R PDMV	2
PDMV & DEER	1
Single Family Home Fire	1
FIRE ALARM	5
GAS LEAK/SMELL	1
HAZ ROAD CONDITION	11
SUDDEN DEATH	1
OTHER MEDICAL	33
WELFARE CHECK - ADULT	9
INFO REC'D	8
VERBAL DOMESTIC	1
CIVIL MATTER	6
Trespass Warn/Order	2
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	14
RECEIVE COURT ORDER/OPF	1
SUSPICION	22
OPEN DOOR/WINDOW	2
SCAM/FRAUD ATTEMPT	1
MISC. JUVENILE PROBLEM	1
DRIVING/TRAFFIC COMPLAINT	27
PARKING COMPL	9
HOUSE/BUSINESS CHECKS	1
RECORD CHECKS	19
OTHER PERMITS	1
FIREARM PERMIT	6
HC SHERIFFS PERMIT TO CARRY	9
LIQUOR LICENSE CHECKS/PERMIT	1
PARKING PERMIT	1
SOLICITATION	1
ANIMAL COMPLAINT/CHECK	10
DISPATCH ANIMAL	1
DOG LICENSE ISSUED	5
KENNEL APP/LICENSE	2
PATROL REQUEST	4
POLICE ESCORT/STAND-BY	1
ADULT PROTECTION ASSIST	1

FINGERPRINTS	5
ASSIST CHILD PROTECTION	1
MOTORIST ASSIST/STALL	16
UTILITY PROBLEM	7
PUBLIC ASSIST	14
LOCKOUT	4
BUSINESS ALARM	18
CO2 ALARM	1
HOME ALARM	15
911 HANG-UP	7
ASSIST OTHER DEPT	16
WARRANT/ATTEMPT/ARREST	1
TRAFFIC CONTROL / DIRECT ENFORCEMENT	17
TRANSPORT	2
PUBLIC RELATIONS	2
FORGERY-FE-MAKE-ALT-DEST-CHK-201-2500-BUS	1
TRAFFIC-GM-OTHER-MV	1
TRAF-ACC-M-4TH DEG DWI-UI ALCOHOL-MV	1
JUVENILE-CURFEW	1
JUVENILE-RUNAWAY	1
PROP DAMAGE-MS-PRIVATE-OTHER INTENT	1
THEFT-501-1000 DLRS GM-YARDS-OTH PROPERTY	1
THEFT-500 OR LESS MS-BLDG-OTH PROP	3
THEFT-UNK LVL-IDENTITY THEFT-UNK LOSS	1
THEFT-FE-THFT BY SWINDLE TRICK-2501-19999	2
THEFT-GM-ISSUE WORTHLESS CHECK-251-500	1
VEH-MORE THAN 2500-FE-THEFT-TRUCK-BUS	1

2014	2015 July	2015 August	2015 Sept	2015 Oct	2015 Nov	2015
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BUILDING CONSTRUCTION

NUMBER OF BLDG. PERMITS	197	30	20	20	19	16	244
PROJECT VALUE	\$71,316,194.31	\$2,838,652.00	\$1,640,069.00	\$3,263,880.00	\$10,214,351.75	\$1,772,197.00	\$42,958,806.75
BUILDING PERMIT FEE	\$398,821.84	\$23,077.50	\$12,557.60	\$23,910.50	\$51,251.50	\$13,326.19	\$288,950.14
PLAN CHECK FEE	\$239,736.80	\$9,252.75	\$4,360.14	\$14,558.85	\$32,470.24	\$7,397.12	\$155,504.36

EXTERIOR REPAIR

NUMBER OF PERMITS	69	8	24	21	9	7	94
PROJECT VALUE	\$868,852.35	\$137,313.00	\$525,114.43	\$199,151.13	\$338,797.00	\$159,822.25	\$1,705,736.36
PERMIT FEE	\$15,457.53	\$ 2,294.75	\$ 7,257.00	\$ 3,927.25	\$ 3,944.25	\$ 2,310.75	\$25,439.50

MECHANICAL

NUMBER OF PERMITS	213	50	11	12	18	8	215
PROJECT VALUE	\$6,434,508.61	789,171.00	502,559.00	268,920.00	216,305.60	38,754.60	\$3,214,024.71
PERMIT FEE	\$108,666.50	13,994.36	8,080.68	5,094.00	4,306.12	775.10	\$59,317.11

PLUMBING

NUMBER OF PERMITS	193	27	11	19	23	9	228
PROJECT VALUE	\$4,316,761.00	\$249,817.00	\$47,623.00	\$102,990.05	\$185,764.00	\$80,364.42	\$1,837,517.76
PERMIT FEE	\$75,280.16	\$4,879.26	\$1,030.48	\$2,181.50	\$3,851.28	\$1,627.30	\$36,749.46

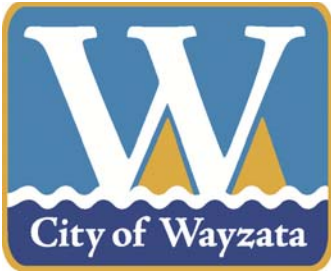
TOTAL # OF PERMITS	672	115	66	72	69	40	781
TOTAL INCOME	\$837,962.83	\$53,498.62	\$33,285.90	\$49,672.10	\$95,823.39	\$25,436.46	\$565,960.57

NUMBER OF INSPECTIONS

BUILDING	1061	102	74	80	93	54	1024
EXTERIOR	86	11	25	51	11	22	145
HVAC	471	30	40	24	32	20	423
PLUMBING	401	45	24	44	43	23	489
OTHER	6	0	0	5	1	1	8
TOTAL # OF INSPECTIONS	2027	188	163	204	180	120	2089

RENTAL HOUSING INSPECTIONS

INSPECTIONS	119	2	3	1	2	0	96
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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

Date: December 10, 2015

To: Mayor Willcox and Councilmembers
Heidi Nelson, City Manager

From: Kathy Ovshak, Senior Accountant

Re: 2016 Community Room Use Agreement & Cable Television Video Production Studio
License Agreement with Lake Minnetonka Conservation District (LMCD)

Attached for your approval is the 2016 Community Room Use Agreement and Cable Television Video Production Studio License Agreement between the City of Wayzata and LMCD. The 2016 Use Agreement has a \$46 increase bringing the annual Community Room use amount to \$3,270. The LMCD is in full agreement with the contract.

AGREEMENT

This Agreement made and entered into by and between the City of Wayzata, a municipal corporation, hereinafter referred to as "Landlord"; and the Lake Minnetonka Conservation District, a Minnesota municipal corporation (the "LMCD").

WITNESSETH:

Whereas, Landlord and LMCD entered into an Agreement for the use of meeting space in the Wayzata City Hall Community Room located at 600 Rice Street, Wayzata, Minnesota, 55391;

Now, therefore, the parties mutually agree as follows:

Landlord hereby agrees to allow LMCD to use the Community Room in accordance with the City's "Community Room Policy" and the following terms:

- A. LMCD agrees to schedule the community room through the City of Wayzata per the Wayzata Community Room Scheduling and Use Policy rules. (Two meetings per month, set-up time starting at 4 PM, provide own DVD's, tapes etc., vacuum if needed, empty trash and recycling if full from meeting.) The City reserves the right to revoke permission to use the Community Room on a Monday – Thursday evening if the Community Room is needed for a City Council, Planning Commission, or other City government meeting.
- B. LMCD agrees to return the Community Room back to its standard configuration after each use.
- C. LMCD agrees to be responsible for any liability, damage or loss to the City from the LMCD's use of the Community Room as follows: The LMCD agrees to exonerate, save harmless, protect, and indemnify the City and its employees, Council Members and agents from and against any and all losses, damages, claims, suites or actions judgments, and costs that may arise or grow out of any injury to or death of persons or damage to property, arising out of and attributable to the acts or omissions of, or use by the LMCD, its agents, servants, employees, or guests of the Community Room and the contents therein except as may be the result of the City's sole negligence. The City shall not be responsible for the loss of or damage to property or injury to person, occurring in or about the Community Room while in use by the LMCD. The LMCD agrees that if the LMCD, or its agents or employees cause any damage to the Community Room or contents therein it shall immediately repair such damage or replace such equipment or personal property so damaged. Nothing herein shall be deemed a waiver by the LMCD of the limitations on liability set forth in Minnesota Statutes, Chapter 466.
- D. For the calendar year 2016, LMCD agrees to pay the sum of Three Thousand Two hundred Seventy dollars (\$3,270.00) for the use of the Wayzata Community Room. Effective for subsequent years, Landlord shall, at its sole discretion, have the right to make reasonable adjustments to the room use fee.
- E. LMCD shall have the right to terminate its use of the Community Room in the Calendar year 2016 upon 30-days written notice to Landlord.

The effective date of this Agreement is January 1, 2016.

City of Wayzata

Lake Minnetonka Conservation District

Mayor

Date

Chair

Date

City Manager

Date

Executive Director

12-15-2015 CC PACKET

Date Page 35 of 288

LICENSE AGREEMENT

(Wayzata City Hall Cable Television Video Production Studio)

This License Agreement ("Agreement") is made as of the _____ day of _____, 201____ by and between the Lake Minnetonka Conservation District, a Minnesota municipal corporation (the "LMCD") and the City of Wayzata, a Minnesota municipal corporation (the "City").

WITNESSETH

WHEREAS, THE City owns and operates a cable television/video production facility (the "Studio") (for purposes of this Agreement the Studio shall be defined to include all equipment and personal property located within the Studio), which said facility located in the Wayzata City Hall located at 600 Rice Street East, Wayzata Minnesota; and

WHEREAS, the LMCD desires to broadcast the LMCD meetings from the Wayzata City Hall Community Room by using the Studio; and

WHEREAS, the City is willing to allow the LMCD to use the Studio so long as the LMCD enters into this Agreement;

NOW, THEREFORE, in consideration of mutual covenants herein contained, and in consideration of **One Dollar** and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged by the parties, the parties agree as follows:

1. License. The City hereby licenses to the LMCD for the use of the Studio and the equipment and improvements located within the Studio as well as other personal property located within the Studio. Such use shall be on a nonexclusive basis subject to the approval of the City, within the City's sole discretion.
2. Purpose. The LMCD agrees that it shall use the Studio for the sole purpose of producing LMCD meetings that are held in the Wayzata City Hall Community Room.
3. Personnel. As a condition of the license granted by the City to the LMCD under this Agreement, the LMCD agrees that any time it uses the Studio, the Studio will only be used by a videographer who will be under the direct supervision of LMCD Executive Director. One videographer shall be assigned to produce LMCD meetings in the Wayzata City Hall Community Room who will be fully trained in by City employees before broadcasting any meetings. Such personnel may be employees of LMCD or independent contractors. Such videographer must be approved by the City in the City's sole discretion. The LMCD shall be solely responsible for wages, workers' compensation insurance, wage withholding for social security, income tax and other compensation and taxes to be paid to and on behalf of such videographer.

4. Operations.

A. LMCD shall:

- i. Return the Studio to correct working order;
- ii. Not remove any City equipment or property from the Studio except as authorized by appropriate City personnel;
- iii. Secure the Studio and City Hall when it leaves the Studio;
- iv. Agree to abide by all rules, regulations, and requests adopted by the City in regard to use of the Studio;
- v. Only use the Studio for the broadcast of LMCD meetings.

B. City shall:

- i. Provide one key and fob to allow access to the Studio and City Hall;
- ii. Provide custodial services, cabinets, chairs and such other furniture as City determines is necessary for operation of the Studio.

5. Indemnification, Property Damage and Liabilities. The LMCD agrees to exonerate, save harmless, protect, and indemnify the City and its employees, Council Members and agents from and against any and all losses, damages, claims, suits or actions, judgments, and costs that may arise or grow out of any injury to or death of persons or damage to property, arising out of and attributable to the acts or omissions of, or use by the LMCD, its agents, servants, employees, or guests of the Studio and the contents therein except as may be the result of the City's sole negligence. The City shall not be responsible for the loss of or damage to property or injury to person, occurring in or about the Studio while in use by the LMCD. The LMCD agrees that if any damage is caused to the Studio or contents therein it shall immediately repair such damage or replace such equipment or personal property so damaged. Nothing herein shall be deemed a waiver by the LMCD of the limitations on liability set for in Minnesota Statutes, Chapter 466.
6. Insurance. The LMCD agrees that it shall maintain insurance in amounts and substance reasonably acceptable to the City, which said insurance shall insure for damage caused to the Studio and its contents caused by the LMCD. Upon the request of the City, the LMCD shall provide the City with proof of such insurance. If requested by the City, the insurance shall call for 30 days written notice to the City before cancellation of such insurance. The City must be named as a certificate holder or an additional insured. Nothing herein shall be deemed a waiver of the limitations on liability set forth in Minnesota Statutes, Chapter 466.
7. Notice. If a notice is given pursuant to the terms of this Agreement, said notice shall be by US mail, certified, return receipt requested, addressed to the City as follows: City Manager, City of Wayzata, 600 Rice Street E, Wayzata, Minnesota 55391; to LMCD at 5341 Maywood Road, Suite 200, Mound, MN 55364.
8. Assignment. This agreement may not be assigned by LMCD to a third party without the written consent of the City, which may be withheld in the City's sole judgment.

9. Term. The term of this License shall be from the date hereof until Midnight on December 31, 2016.
10. Miscellaneous. The City, by entering into this Agreement makes no representation or warranty regarding the fitness of the Studio and its equipment and personal property as being suitable for the purposes of the LMCD. The LMCD agrees that the Studio and its contents are being provided on an “as is” basis. The LMCD agrees that they shall be solely responsible for the quality of the production as a result of the LMCD’s use of the Studio.
11. Termination. Either party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days written notice to the other parties.
12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.
13. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to all matters regarding the rights and obligations of each party regarding the operation, access and use of the Studio, and this Agreement supersedes all prior agreements and understandings, oral and written, between the City and LMCD regarding use of the Studio.
14. Binding Effect. This agreement shall inure to the benefit of the parties hereto and shall be binding upon the parties hereto and their respective successors and assigns.
15. Headings. The article, section, and other headings contained in this Agreement are for reference purposes only and shall be deemed to be a part of this Agreement or to affect the meaning or interpretation of this Agreement.
16. Counterparts. This Agreement may be executed in any number of counterparts, and be different parties on different counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Agreement shall be deemed fully executed when each party hereto has executed a counterpart hereof.
17. Severability. If any term, condition, or provision of this Agreement, or the application thereof to any circumstance, shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provision of this Agreement shall not be affected thereby and each remaining term, covenant, condition, and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY:

CITY OF WAYZATA

By _____
It's Mayor

Date: _____

And by _____
It's City Manager

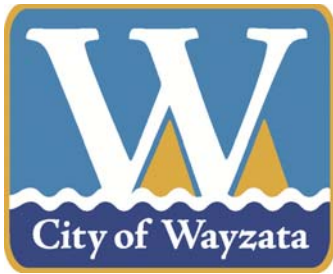
LMCD:

LAKE MINNETONKA CONSERVATION
DISTRICT

By _____
Its Board Chair

Date: _____

And by _____
Its Executive Director



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

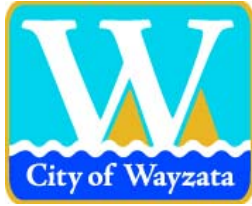
Date: December 10, 2015

To: Mayor Willcox and Councilmembers
Heidi Nelson, City Manager

From: Kathy Ovshak, Senior Accountant

Re: 2016 Lease Agreement with Wayzata Chamber of Commerce

Attached for your approval is the 2016 Lease Agreement between the City of Wayzata and Wayzata Chamber of Commerce. The 2016 Lease Agreement has a rent increase of \$58.00, which makes the annual rent \$3,130. During the 2014 lease agreement negotiations it was agreed that there would be an every other year increase and that it would be based on CPI. New in the 2016 lease agreement is language regarding property tax payments. Property tax assessment for 2016 is \$6,036.54. Wayzata Chamber of Commerce is in full agreement with the contract.



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

LEASE

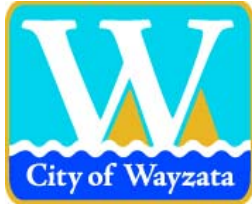
THIS LEASE, entered into this _____ day of _____, 20__, by and between the City of Wayzata, a municipal corporation (hereinafter "Lessor"), and The Greater Wayzata Area Chamber of Commerce (hereinafter "Lessee").

WITNESSETH, in consideration of the covenants and agreements of the respective parties herein contained, the parties hereto agree as follows:

1. Premises. Lessor does hereby demise and let unto Lessee and the Lessee leases and hires from Lessor those certain premises located in that building commonly known as the Wayzata Depot, 402 E. Lake Street, Wayzata, MN. The finished office space (765 sq. ft.), together with access to all common areas, including restrooms (200 sq. ft.), and storage space as needed in basement.
2. Term. The lease period shall commence on the first day of January 2016, and shall terminate on the 31st day of December, provided that either party may cancel this lease by giving the other party no less than ninety (90) days written notice thereof and provided further that any cancellation date shall be effective no earlier than July 1.
3. Rent. As rent therefore Lessee covenants to pay Lessor an annual rent of \$3,130 payable on or before the first day of each month.
4. Property Tax: Lessee agrees to pay Lessor the annual property tax that is calculated and assessed from Hennepin County based on market value of said property. Property tax estimates are prepared by the County in November of the prior year that taxes are due. Lessee agrees that adjustments may be made to the amount owed for property taxes after Lessor receives the final tax settlement for leased year. Based on the proposed 2016 Hennepin County Property Tax Statement, Lessee agrees to pay Lessor \$6,036.54.
5. Payment: Lessee agrees to pay Lessor for the year 2016; \$3,130 for annual rent and \$6,036.54 for property taxes, payable in monthly installments of \$763.88 on or before the first day of each month.
6. Purpose. The leased property shall be used solely as office space for the normal business purposes of Lessee, together with incidental storage in conjunction therewith.
7. Sublease. Lessee shall not assign this lease or sublet all or any part of said premises without the written consent of Lessor.

8. Fire. If the premises becomes untenable or unfit for occupancy in whole or in part by the total or partial destruction of said building by fire or other casualty and Lessor shall fail or refuse within 10 days thereafter to agree in writing to restore the same within 90 days after such loss, this lease may be terminated by either Lessor or Lessee by notice in writing. If Lessor agrees in writing within 10 days after such loss, the rent to be paid hereunder pending such restoration shall be abated in proportion that the impairment of the use of said premises to Lessee bears to the total rent to be paid during the term of the lease.
9. Utilities. Lessor will provide for natural gas, electric, water and sewer to the premises. Lessee will pay for telephone, cable TV, and other personal choice amenities used on the premises.
10. Furnishings. The premises are leased unfinished. All furnishings shall be the responsibility of Lessee.
11. Additional Interior Improvements. Lessee may make, at its own expense and with the written consent of Lessor, such further and additional interior improvements in the leased premises as it shall deem necessary and proper.
12. Janitor. Lessee will provide its own janitorial services at its own expense for the demised premises and for the rest room facilities adjacent thereto. Lessor shall at its own expense provide maintenance, including snow removal and cleaning for the driveways, the roof, the exterior of the building, the lawns and the parking area. Lessee will keep the leased premises in a neat, clean and respectable condition. Lessor will replace glass broken on the premises during the term on the lease.
13. Insurance. Lessee hereby holds Lessor harmless from any and all liability that may arise out of Lessee's use or occupancy of said premises, and Lessee will obtain, at its own expense, policies of liability insurance with the Lessor endorsed thereon as an additional insured in an amount not less than \$1,000,000 per person injured and \$2,000,000 per accident. Lessee will furnish Lessor appropriate certificates showing such coverage and that the City be listed as additional insured.

Lessor will, at his own expense, obtain fire and extended coverage insurance on the entire building and such contents thereof as are owned by Lessor. Lessor shall obtain waiver of subrogation clauses on such policies so as to relieve Lessee of any liability to Lessor or any other person for causes or events for which Lessor was covered under such policies.
14. Entry by Lessor. Lessor may at all reasonable times enter said premises to inspect the same and to maintain and make repairs therein.
15. Repairs. Lessor shall make all necessary structural repairs and repairs to the exterior of the building except as specifically provided above.
16. Binding Effect. This agreement shall be binding upon the successors and assigns of the parties hereto.



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

IN WITNESS WHEREOF, the parties hereto have caused the foregoing agreement to be executed the day and year first above written.

CITY OF WAYZATA, MINNESOTA (Lessor)

By _____
Ken Willcox, Mayor

And _____
Heidi Nelson, City Manager

(Lessee)

By _____
Lessee

And _____
Lessee

MEMORANDUM

DATE: December 15, 2015

TO: The Honorable Mayor and Members of the City Council
City Manager

FROM: Kristin Classey, Communications Specialist

RE: Independent Contractor Agreement for Fred Miller

Attached for your review and approval is a revised Independent Contractor Agreement with Fred Miller. Fred Miller is the City of Wayzata's independent contractor for providing WCTV Production Services. The City Council engaged Fred Miller in August 2012, and he has been providing services to the City under an independent contractor agreement that automatically renews monthly. The terms of his agreement have not been updated since his appointment, and he is requesting a modest increase in compensation.

Staff has reviewed his agreement and made the following adjustments to the proposed new agreement:

- Removal from scope of work (Attachment A) items that the City's Communication Specialist now carries out.
- Clarification and additions to the scope of work to reflect Fred's current and future responsibilities.
- Moving from a month to month to an indefinite term.
- Increases in the monthly compensation from \$1,525 to \$1,600 (5% increase). The additional cost for 2016 of \$900 would be covered by the budget for WCTV.
- Other clarifications and contract language recommended by the City Attorney.

~~Independent Contractor Agreement~~ INDEPENDENT CONTRACTOR AGREEMENT

This contract (the "Agreement") is made and entered into as of the ____ day of _____, ~~2012~~, 2015, by and between the City of Wayzata, Minnesota (the "City"), and Fred Miller, (the "Contractor"), (collectively, the "Parties"), and contains the terms and conditions applicable to Contractor's services and associated deliverables.

WHEREAS, the City and Contractor wish to confirm and memorialize certain terms related to Contractor's appointment and the services Contractor will be rendering to the City in his capacity in providing WCTV Production Services;

AGREEMENT

NOW THEREFORE, ~~the City and Contractor~~ 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

~~1. Contractor will provide the services and deliverables for WCTV Production Services – Scope of Services that are described in the Statement of Work attached hereto as Attachment A (the "Services")~~ WCTV Production Services - Scope of Services. The Contractor accepts the responsibility for providing WCTV Production Services for the City of Wayzata. Contractor shall serve under the direction of the City Manager or designee and shall perform such services as described in ~~Exhibit~~ Attachment A.

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. City and Contractor agree that such are works made for hire for the City, and to the extent they do not qualify as such, Contractor hereby assigns all rights therein to the City.

COMPENSATION

~~2. Compensation.~~ The City agrees to pay the Contractor as follows: ~~\$1,525.00~~ 1,600 per month for scope of work in Attachment A. The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes. Any compensation for extra services differing from Attachment A or in substitution of the monthly scope of work shall be negotiated in advance between the City Manager and the Contractor. Offsite location tapings, with prior approval from the City Manager, shall be at a rate of \$50 per hour with a minimum of \$250 per shoot for shooting with one camera;

editing and distribution rates are \$50 per hour with no minimum; and authoring of deliverables of \$25 per DVD or USB drive.

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

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

~~3. Term. This Agreement shall be in effect on a month to month basis beginning July 1, 2012.~~

TERMINATION. If either party should decide to terminate the agreement, a 120 day written notice shall be submitted to the non-terminating party.

~~4. Independent Contractor Relationship~~ **INDEPENDENT CONTRACTOR**

RELATIONSHIP. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. Contractor shall utilize city cable TV broadcast equipment and cameras available at City Hall. Before a Contractor's employee, agent, and/or subcontractor of the Contractor can perform any services, they shall first be required to submit and pass the City's Authorization and Release for Background Investigation. The Contractor 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 Contractor shall be responsible for the compensation and benefits of Contractor's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to Contractor under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Contractor including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax. The Contractor shall not be entitled to any benefits from the City, including, without limitation, Contractor shall not be entitled to, nor will Contractor receive, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits from the City.

OTHER TERMS

Entire Agreement; Amendments. This Agreement, including Attachment A, represent the entire integrated agreement between Contractor 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 Contractor. 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 Contractor 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. Contractor, a Contractor's employee, agent, and/or subcontractor shall comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and orders. Contractor has in effect and will maintain in effect all permits, licenses, and other authorizations necessary for the performance of the Services. Contractor is not aware of fact or circumstance which would prevent Contractor from performance in accordance with this Agreement. Contractor represents and warrants that Contractor 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. Contractor shall be solely responsible for its negligent acts, errors and omissions while performing Services under this Agreement. Contractor will perform the Services in a diligent and professional manner in accordance with accepted professional practices.

Indemnification. Contractor 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 Contractor.

Default. If Contractor violates any term, condition or covenant of this Agreement then Contractor shall be in default. If such default is not cured by Contractor 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 Contractor.

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 Contractor 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 Contractor of its assets for the benefit of creditors under any state insolvency laws; (c) Conduct by Contractor of its business under any

trustee or other person appointed pursuant to judicial proceedings; (d) The taking by a court of jurisdiction of Contractor and its assets pursuant to proceedings brought under the provisions or any federal reorganization act; (e) The appointment of a receiver of Contractor's assets; or (f) A lapse in the insurance coverage Contractor is required to maintain pursuant to this Agreement which continues for ten (10) days after written notice by City to Contractor specifying such lapse in such insurance coverage.

Contractor's Obligations Upon Termination. Upon the expiration or termination of this Agreement, Contractor 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 East
Wayzata, MN 55391
Attention: City Manager

To Contractor:
Frederick T. Miller
314 Archibald Lane
Dundas, MN 55019

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

~~5.~~ **Insurance Requirements.**

~~A.~~ **Liability.** The Contractor agrees to have and maintain commercial general liability (“CGL”) insurance, with a limit of not less than \$1,000,000 per occurrence. If the CGL insurance contains a general aggregate limit, the general aggregate limit shall be not less than \$2,000,000. The CGL insurance shall be issued by an insurance company acceptable to the City, and shall cover liability arising from the Contractor’s operations for the City, including liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury and contractually assumed liability. The City shall be named as an additional insured under the Contractor’s CGL policy, which coverage shall be primary coverage for the City. The Contractor acknowledges and agrees that coverage under the July, 2004 addition of ISO Additional Insured Endorsement CG2010 is not acceptable, and if additional insured coverage is provided under ISO Additional Insured Endorsement CG2010, it will be provided under a pre-2004 addition of that endorsement.

~~B.~~ **Automobile Liability.** If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$300,000, combined single limit. The City shall be named as an additional insured.

~~C.~~ **Workers’ Compensation.** The Contractor agrees to comply with all applicable workers’ compensation laws in Minnesota.

~~D.~~ **Certificate of Insurance and Policy.** The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. In addition, the Contractor shall provide a copy of the additional insured provisions and/ or additional insured endorsements for the policies in a form acceptable to the City. The Certificate and required policies shall contain a provision that the coverage afforded under this Agreement will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City.

~~6.~~ **Indemnification.** ~~The Contractor agrees to defend and indemnify the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Contractor’s ongoing operations for the City in the performance of his work under this Agreement.~~

~~7.~~ **General Provisions.**

~~A.~~ **Entire Agreement.** ~~This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.~~

~~B. Assignment. The Contractor may not assign this Agreement to any other party.~~

~~C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.~~

~~D. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.~~

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

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

~~G.~~ **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. Facsimile and scanned copies shall be deemed originals for all purposes.

Accepted and Agreed To:

City of Wayzata, MN

Fred Miller - Contractor

By _____
Heidi Nelson, City Manager

By _____
Ken Willcox, Mayor

Attachment A

WCTV PRODUCTION SERVICES – Scope of Services \$1,600.00 per month

<u>Contracted Services</u>	<u>2015 Recap</u>
<u>Schedule quality playback of WCTV programming</u>	<u>Weekly</u>
<u>Troubleshooting on the weekends & weeknights if WCTV is down if available</u>	<u>As needed</u>
<u>Direct live and videotaped City Council Meetings (all - 24), Planning Commission Meetings (one or two per month depending on agenda), public hearing meetings (Annual Board of Appeal and Equalization and the State of the City), and a City Council Candidate Forum held on city of Wayzata municipal election years.</u>	<u>(Totals – 24 CC, 24 PC, 12 ATM & 2 XTA)</u> <u>January – 2 City Council (CC), 2 Planning Commission (PC), 1 Ask the Mayor (ATM)</u> <u>February – 2 CC, 2 PC, 1 ATM</u> <u>March – 2 CC, 2 PC, 1 ATM/Annual State of the City</u> <u>April – 2 CC, 2 PC, 1 ATM, Annual Board of Appeal and Equalization</u> <u>May – 2 CC, 2 PC, 1 ATM</u> <u>June – 2 CC, 2 PC, 1 ATM</u> <u>July – 2 CC, 2 PC, 1 ATM</u> <u>August – 2 CC, 2 PC, 1 ATM</u> <u>September – 2 CC, 2 PC, 1 ATM</u> <u>October – 2 CC, 2 PC, 1 ATM/City Council Candidate Forum</u> <u>November – 2 CC, 2 PC, 1 ATM</u> <u>December – 2 CC, 2 PC, 1 ATM</u>
<u>One additional program per month (shoot & air program) if no public hearings or special events occur that month.</u>	<u>Ask the Mayor scheduling, taping, editing and playback (monthly)</u>
<u>Create archives of DVDs and electronic format</u>	<u>Monthly</u>
<u>Ensure DVDs and electronic website recording for on Demand is available next day after City Council and Planning Commission meetings.</u>	<u>Monthly</u>
<u>Alert City Manager and Communications Specialist to any issues with maintenance of WCTV equipment.</u>	<u>Weekly</u>

<u>Provide budget and costs for video production upon request from community organizations or other City entities (WCTV retains airing rights.)</u>	<u>Complete – as needed</u>
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Document comparison by Workshare Compare on Tuesday, December 08, 2015
3:18:38 PM

Input:	
Document 1 ID	PowerDocs://DOCS/2272057/1
Description	DOCS-#2272057-v1-Original_0_4d_City_of_Wayzata_-_Ind_Contractor_Agreement_-_WCTV-_JULY_2012
Document 2 ID	PowerDocs://DOCS/2272011/1
Description	DOCS-#2272011-v1-Clean_Copy_-_Ind_Contractor_Agreement_-_WCTV-_November_2015
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	73
Deletions	24
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	99

INDEPENDENT CONTRACTOR AGREEMENT

This contract (the "Agreement") is made and entered into as of the ____ day of _____, 2015, by and between the City of Wayzata, Minnesota (the "City"), and Fred Miller, (the "Contractor"), (collectively, the "Parties"), and contains the terms and conditions applicable to Contractor's services and associated deliverables.

WHEREAS, the City and Contractor wish to confirm and memorialize certain terms related to the services Contractor will be providing to the City in connection with the City's audio and video production, photography, and cable TV services (WCTV) for City meetings and events;

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:

AGREEMENT

SERVICES AND DELIVERABLES

Contractor will provide the production services and deliverables related to WCTV and City meetings that are described in the Statement of Work attached hereto as Attachment A (the "Services"). Contractor shall serve under the direction of the City Manager or the City Manager's designee.

RIGHTS IN DELIVERABLES

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

COMPENSATION

The City shall pay the Contractor for Services provided an all inclusive, flat fee of \$1,600 per month. The Contractor shall be responsible for all his expenses, and the City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes. Any compensation for extra services that are outside the Scope of Work described in Attachment A shall be as negotiated and agreed to in advance by and between the City Manager and the Contractor.

BILLING

Contractor will invoice the City monthly for the compensation for Services described above, and include with such invoices detailed descriptions of the Services provided by the Contractor to the City. City shall pay Contractor for all undisputed invoices within 30 days of receipt of such invoices.

CHANGE OF SCOPE OF SERVICES

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

TERMINATION

This Agreement shall continue until terminated by either party upon such party giving the other no less than 90 days prior written notice of termination. Termination of this Agreement for any reason shall not affect any provision of this Agreement that by its nature is intended to survive termination.

INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. Contractor shall utilize City cable TV broadcast equipment and cameras available at City Hall. Before a Contractor's employee, agent, and/or subcontractor of the Contractor can perform any services, they shall first be required to submit and pass the City's Authorization and Release for Background Investigation. The Contractor shall be solely and entirely responsible for his acts and for the acts of his employees, agents, and subcontractors in connection with the Services. The Contractor shall be responsible for the compensation and benefits of Contractor's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to Contractor under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Contractor including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax. The Contractor shall not be entitled to any benefits from the City, including, without limitation, Contractor shall not be entitled to, nor will Contractor receive, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits from the City.

OTHER TERMS

Entire Agreement; Amendments. This Agreement, including Attachment A, represents the entire integrated agreement between Contractor and the City and supersedes all prior

negotiations, representations, or agreements, either written or oral. No amendment or modification of the terms of this Agreement, except as may be expressly authorized herein, may be made and will not be effective unless agreed upon in writing by the City and Contractor. 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 Contractor under this Agreement shall not be assignable or transferable without the prior written approval of the City Manager.

Compliance of all Laws; Ability to Perform; Representations. Contractor, and all Contractor's employees, agents, and/or subcontractors, shall comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and orders. Contractor represents and warrants that he has in effect and will maintain in effect all permits, licenses, and other authorizations necessary for the performance of the Services. Contractor is not aware of fact or circumstance which would prevent Contractor from performance in accordance with this Agreement. Contractor represents and warrants that Contractor, and all Contractor's employees, agents, and/or subcontractors, have 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. Contractor shall be solely responsible for his negligent acts, errors and omissions while performing Services under this Agreement, and for those of his employees, agents, and/or subcontractors. Contractor, and all Contractor's employees, agents, and/or subcontractors, will perform the Services in a diligent and professional manner in accordance with accepted professional practices.

Indemnification. Contractor, and all Contractor's employees, agents, and/or subcontractors, shall hold harmless, defend 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 Contractor or any of Contractor's employees, agents, and/or subcontractors.

Default. If Contractor violates any term, condition or covenant of this Agreement then Contractor shall be in default. If such default is not cured by Contractor 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 Contractor.

Contractor's Obligations Upon Termination. Upon the expiration or termination of this Agreement, Contractor 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 East
Wayzata, MN 55391
Attention: City Manager

To Contractor:
Frederick T. Miller
314 Archibald Lane
Dundas, MN 55019

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

Insurance Requirements.

Liability. The Contractor agrees to have and maintain commercial general liability (“CGL”) insurance, with a limit of not less than \$1,000,000 per occurrence. If the CGL insurance contains a general aggregate limit, the general aggregate limit shall be not less than \$2,000,000. The CGL insurance shall be issued by an insurance company acceptable to the City, and shall cover liability arising from the Contractor’s Services for the City, and all Contractor’s employees, agents, and/or subcontractors, including liability arising from premises, operations, products-completed operations, personal injury, advertising injury and contractually assumed liability. The City shall be named as an additional insured under the Contractor’s CGL policy, which coverage shall be primary coverage for the City. The Contractor acknowledges and agrees that coverage under the July, 2004 addition of ISO Additional Insured Endorsement CG2010 is not acceptable, and if additional insured coverage is provided under ISO Additional Insured Endorsement CG2010, it will be provided under a pre-2004 addition of that endorsement.

Automobile Liability. If the Contractor, or Contractor’s employees, agents, and/or subcontractors, operate a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$300,000, combined single limit. The City shall be named as an additional insured.

Workers’ Compensation. The Contractor agrees to comply with all applicable workers’ compensation laws in Minnesota.

Certificate of Insurance and Policy. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. In addition, the Contractor shall provide a copy of the additional insured provisions and/ or additional insured endorsements for the policies in a form acceptable to the City. The Certificate and required policies shall contain a provision that the coverage afforded under this Agreement will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City.

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

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

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. Facsimile and scanned copies shall be deemed originals for all purposes.

Accepted and Agreed To:

City of Wayzata, MN

Fred Miller - Contractor

By_____
_____, City Manager

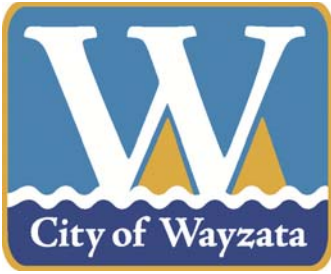
By_____
Ken Willcox, Mayor

Attachment A

PRODUCTION SERVICES – Scope of Services

Contracted Services	Timeframe (dates subject to change)
Schedule quality playback of WCTV programming	Weekly
Troubleshooting on the weekends & weeknights if WCTV is down if available	As needed
Direct, engineer and produce live and video recorded City Council Meetings (all year - 24), Planning Commission Meetings (one or two per month depending on agenda), public hearing meetings (Annual Board of Appeal and Equalization and the State of the City), and a City Council Candidate Forum held on City of Wayzata municipal election years.	<i>(Totals – 24 CC, 24 PC, 12 ATM & 2 XTA)</i> January – 2 City Council (CC), 2 Planning Commission (PC), 1 Ask the Mayor (ATM) February – 2 CC, 2 PC, 1 ATM March – 2 CC, 2 PC, 1 ATM/Annual State of the City April – 2 CC, 2 PC, 1 ATM, Annual Board of Appeal and Equalization May – 2 CC, 2 PC, 1 ATM June – 2 CC, 2 PC, 1 ATM July – 2 CC, 2 PC, 1 ATM August – 2 CC, 2 PC, 1 ATM September – 2 CC, 2 PC, 1 ATM October – 2 CC, 2 PC, 1 ATM/City Council Candidate Forum November – 2 CC, 2 PC, 1 ATM December – 2 CC, 2 PC, 1 ATM
One additional program per month (shoot & air program) if no public hearings or special events occur that month.	Ask the Mayor scheduling, taping, editing and playback (monthly)
Create archives of DVDs and electronic format	Monthly
Ensure DVDs and electronic website recording for on Demand is available next day after City Council and Planning Commission meetings.	Monthly
Alert City Manager and Communications Specialist to any issues with maintenance of WCTV equipment.	Weekly

Provide budget and costs for video production upon request from community organizations or other City entities (WCTV retains airing rights.)	Complete – as needed
Provide photographs on limited basis in connection with any of the foregoing activities. For larger photography assignments and offsite location recordings, the following shall apply: With prior approval from the City Manager, Contractor shall be paid at a rate of \$50 per hour with a minimum of \$250 per shoot for shooting with one camera; editing and distribution rates are \$50 per hour with no minimum; and authoring of deliverables of \$25 per DVD or USB drive.	Complete – as requested



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

Date: November 19, 2015

To: Mayor Willcox and Councilmembers
Heidi Nelson, City Manager

From: Kathy Ovshak, Senior Accountant

Re: Fire Protection Service Agreements with City of Woodland & City of Orono

Attached for your approval are the City of Woodland and City of Orono 2016 Fire Protection Service Agreements. Both cities are in full agreement with the contract. Contract amounts are calculated based on the percentage of calls for the previous 3 years. Woodland's contract amount for 2016 is \$21,698 which is \$4,382 more than their 2015 contract amount; Orono's contract amount for 2016 is \$28,855 which is \$1,386 more than their 2015 contract amount.

FIRE PROTECTION AGREEMENT
CITY OF WOODLAND

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the CITY OF WAYZATA, a Minnesota municipal corporation, hereinafter referred to as "Wayzata", and the CITY OF WOODLAND, a Minnesota municipal corporation, hereinafter referred to as "WOODLAND":

WITNESSETH:

WHEREAS, Wayzata maintains a volunteer fire department; and

WHEREAS, Woodland does not maintain a fire department and desires to purchase fire protection from Wayzata;

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto agree as follows:

1. Services to be Rendered. During the term of this agreement, Wayzata shall furnish fire fighting services to the City of Woodland such services shall be substantially the same in extent and quality as those rendered by Wayzata within its own corporate limits and shall utilize the equipment and personnel of Wayzata.

2. Term. Wayzata undertakes to provide such services during the period beginning midnight, January 1, 2016 and expiring at one minute before midnight December 31, 2016, unless extended in accordance with the provisions hereof.

3. Compensation. Woodland agrees to pay to Wayzata and Wayzata agrees to accept as payment for services rendered an annual charge based upon the percentage of calls in Woodland for the preceding three-year period, calculated against the Wayzata Fire Department's operating budget for the contract year.

4. Command Responsibility. The Fire Chief of Wayzata or his deputy shall have the sole and exclusive right and responsibility to prescribe the manner and method of giving the alarm for fire within Woodland, and to prescribe the manner and method of responding to calls and rendering the services contemplated. The said Fire Chief or his deputy shall immediately upon arriving at the scene of any alarm or fire emergency have the sole and exclusive responsibility and authority to direct and control any and all firefighting and emergency operations at such scene or scenes, including the direction of police officers at the scene with respect to traffic control, protection of citizens and other incidents of the emergency.

5. Woodland Not Responsible for Expenses. All expenses of maintaining Wayzata's equipment, apparatus, salaries, insurance premium and any and all other items of expenses connected with the services to be performed by Wayzata under this agreement shall be at the sole expense of Wayzata, and the sole amounts payable from Woodland to Wayzata shall be the amount specified above in paragraph 3.

6. Nature of Wayzata's Undertaking. In no event shall this agreement be construed to fix upon Wayzata any responsibility or liability to Woodland or to third parties which are greater or different in kind than the responsibilities and liabilities borne by Woodland if it were providing such services through its own fire department. Without limiting the generality of the foregoing, the Fire Chief of Wayzata or his deputy will have the sole discretion as to the firefighters and equipment that will answer each alarm, provided that protection will be reasonable considering available firefighters and equipment, and it shall not be a violation of this agreement nor shall Wayzata be held responsible to Woodland or to a third party for any loss which may result in the event Wayzata, in the exercise of reasonable judgment, and absent Wayzata's gross negligence, is unable to respond or to respond promptly or to respond with only limited firefighters and equipment, or is delayed in responding to a call by reason of answering a previous call. Woodland agrees that it will indemnify Wayzata for any judgment rendered against Wayzata or sums paid out by it in settlement, payment or defense of any such claims arising from and relating solely to such claims of improper or inadequate response to calls.

7. Extension. This agreement may be extended for successive terms of one year upon the mutual written assent of both parties entered into prior to the expiration of the then current term.

8. Further Undertakings by Wayzata. Wayzata agrees that it will indemnify Woodland for any judgment rendered against Woodland or sums paid out by it in settlement, payment or defense of any claims arising from or relating to personal injury, property damage or death caused by grossly negligent or intentional acts of Wayzata committed in the course of Wayzata's providing fire services to Woodland. Wayzata agrees to maintain insurance covering its possible exposure to liability under this paragraph 8 in amount and types of coverage described in the Appendix to this agreement.

9. Agents and Employees. No voluntary fire fighter, agent, employee or official of Wayzata shall at any time or in any manner be deemed to be a voluntary fire fighter, agent, employee or official of Woodland by reason of the performance of work or the providing of services for or on behalf of, or within the territorial limits of, the City of Woodland.

10. Assignment. This Agreement may not be assigned by either party hereto without the other's prior written consent.

11. Amendment. This Agreement embodies the entire agreement between Woodland and Wayzata with respect to the subject matter hereof, and all prior discussions, negotiations and agreements are merged herein. This Agreement may be amended or modified only by an agreement in writing by the City Councils of both Cities and executed on behalf of both Cities.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF WOODLAND

ATTEST: _____
City Clerk Mayor

CITY OF WAYZATA

ATTEST: _____
City Manager Mayor

FIRE PROTECTION AGREEMENT
CITY OF ORONO

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the CITY OF WAYZATA, a Minnesota municipal corporation, hereinafter referred to as "Wayzata", and the CITY OF ORONO, a Minnesota municipal corporation, hereinafter referred to as "Orono":

WITNESSETH:

WHEREAS, Wayzata maintains a volunteer fire department; and

WHEREAS, Orono does not maintain a fire department and desires to purchase fire protection from Wayzata;

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto agree as follows:

1. Services to be Rendered. During the term of this agreement, Wayzata shall furnish fire fighting services to that portion of Orono shown on the attached Exhibit A. Such services shall be substantially the same in extent and quality as those rendered by Wayzata within its own corporate limits and shall utilize the equipment and personnel of Wayzata.

2. Term. Wayzata undertakes to provide such services during the period beginning midnight, January 1, 2016 and expiring at one minute before midnight December 31, 2016, unless extended in accordance with the provisions hereof.

3. Compensation. Orono agrees to pay to Wayzata and Wayzata agrees to accept as payment for services rendered an annual charge based upon the percentage of calls in Orono for the preceding three-year period, calculated against the Wayzata Fire Department's operating budget for the contract year.

4. Command Responsibility. The Fire Chief of Wayzata or his deputy shall have the sole and exclusive right and responsibility to prescribe the manner and method of giving the alarm for fire within Orono, and to prescribe the manner and method of responding to calls and rendering the services contemplated. The said Fire Chief or his deputy shall immediately upon arriving at the scene of any alarm or fire emergency have the sole and exclusive responsibility and authority to direct and control any and all firefighting and emergency operations at such scene or scenes, including the direction of police officers at the scene with respect to traffic control, protection of citizens and other incidents of the emergency.

5. Orono Not Responsible for Expenses. All expenses of maintaining Wayzata's equipment, apparatus, salaries, insurance premium and any and all other items of expenses connected with the services to be performed by Wayzata under this agreement shall be at the sole expense of Wayzata, and the sole amounts payable from Orono to Wayzata shall be the amount specified above in paragraph 3.

6. Nature of Wayzata's Undertaking. Without limiting the generality of the foregoing, the Fire Chief of Wayzata or his deputy will have the sole discretion as to the firefighters and equipment that will answer each alarm, provided that protection will be reasonable considering available firefighters and equipment, as outlined in paragraph 4. Wayzata will exercise reasonable judgment in whether it is unable to respond or to respond promptly or to respond with only limited firefighters and equipment, or is delayed in responding to a call by reason of answering a previous call.

7. Extension. This agreement may be extended for successive terms of one year upon the mutual written assent of both parties entered into prior to the expiration of the then current term.

8. Insurance. Wayzata agrees to maintain liability insurance for its services and shall include Orono as an additional insured for the term of this contract and any extensions thereof. Wayzata shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd.1. Wayzata shall also maintain workers' compensation coverage as required by law. Proof of insurance shall be provided in the Appendix to this agreement

9. Indemnification. Wayzata agrees to defend and indemnify Orono against any claims brought or actions filed against Orono or any officer, employee, or volunteer of Orono for injury to, death of, or damage to the property of any third person or persons, arising from Wayzata's performance under this contract for services. Under no circumstances shall Wayzata be required to pay on behalf of itself and Orono, any amounts in excess of the limits on liability established in Minnesota Statutes, chapter 466 applicable to any one party. The limits of liability for Orono and Wayzata may not be added together to determine the maximum amount of liability for Wayzata.

10. Agents and Employees. No voluntary fire fighter, agent, employee or official of Wayzata shall at any time or in any manner be deemed to be a voluntary fire fighter, agent, employee or official of Orono by reason of the performance of work or the providing of services for or on behalf of, or within the territorial limits of, the City of Orono.

11. Assignment. This Agreement may not be assigned by either party hereto without the other's prior written consent.

12. Amendment. This Agreement embodies the entire agreement between Orono and Wayzata with respect to the subject matter hereof, and all prior discussions, negotiations and agreements are merged herein. This Agreement may be amended or modified only by an agreement in writing by the City Councils of both Cities and executed on behalf of both Cities.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF ORONO

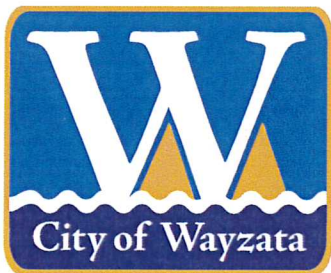
ATTEST: _____
City Administrator

Mayor

CITY OF WAYZATA

ATTEST: _____
City Manager

Mayor



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

MEMORANDUM

DATE: December 11, 2015

TO: The Honorable Mayor and Members of the City Council

FROM: Becky Malone, Deputy City Clerk

RE: Approval of Addendum to Recording Secretary Service Agreement

TimeSaver Off Site Secretarial, Inc. has submitted an Addendum to the Recording Secretary Service Agreement which extends the expiration date of the current agreement to December 31, 2016. The rates reflect an increase of about 2.25%, and a \$10 reduction in the discount for minutes transcribed via the webstream broadcast. I have included a copy of the proposed 2016 agreement, the agreement for 2015, and the original Recording Secretary Service Agreement of March 1, 2000.

Staff recommends approval of the agreement.

**ADDENDUM TO
RECORDING SECRETARY SERVICE AGREEMENT**

Dated: December 31, 2015

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

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Recording Secretary Service Agreement dated December 31, 2014 shall be extended under the same terms and conditions to December 31, 2016.
2. TOSS Charges. TOSS shall be paid for its services as recording secretary for each meeting (the highest rate will prevail), as follows:
 - a. Base Rate of One Hundred Thirty-Six and 00/100 dollars (\$136.00) for any meeting up to one (1) hour (billable time) plus Thirty-Three and 50/100 dollars (\$33.50) for each thirty (30) minutes following the first one (1) hours; or
 - b. Twenty-Nine and 50/100 dollars (\$29.50) per hour for length of meeting, and fifteen (15) minutes prior to Call to Order and fifteen (15) minutes following Adjournment with a one and one-half (1.5) hour minimum; and Twelve and 80/100 dollars (\$12.80) for each page of minutes prepared from shorthand or machine notes of the recording secretary as draft minutes for submission to and the review and comment of the City of Wayzata for their preparation of final minutes.

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

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

January __, 2016

CITY OF WAYZATA

By _____
Heidi Nelson

Its _____ City Manager

December 1, 2015

TIMESAVER OFF SITE SECRETARIAL, INC.

By Carla Wirth
Carla Wirth

Its _____ President & CEO

**ADDENDUM TO
RECORDING SECRETARY SERVICE AGREEMENT**

Dated: December 31, 2014

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

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Recording Secretary Service Agreement dated December 31, 2013 shall be extended under the same terms and conditions to December 31, 2015.
2. TOSS Charges. TOSS shall be paid for its services as recording secretary for each meeting (the highest rate will prevail), as follows:
 - a. Base Rate of One Hundred Thirty-Three and 00/100 dollars (\$133.00) for any meeting up to one (1) hour (billable time) plus Thirty-Three and 00/100 dollars (\$33.00) for each thirty (30) minutes following the first one (1) hours; or
 - b. Twenty-Nine and 00/100 dollars (\$29.00) per hour for length of meeting, and fifteen (15) minutes prior to Call to Order and fifteen (15) minutes following Adjournment with a one and one-half (1.5) hour minimum; and Twelve and 60/100 dollars (\$12.60) for each page of minutes prepared from shorthand or machine notes of the recording secretary as draft minutes for submission to and the review and comment of the City of Wayzata for their preparation of final minutes.
 - d. The City of Wayzata shall receive a Ten and 00/100 dollar (\$10.00) per meeting discount for minutes transcribed via the webstream broadcast.

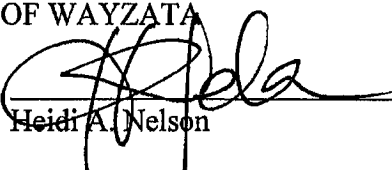
At the end of the term of this Addendum or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement.

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

January 20, 2015

CITY OF WAYZATA

By

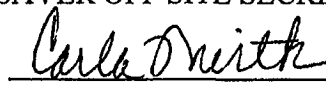

Heidi A. Nelson

Its City Manager

December 1, 2014

TIMESAVER OFF SITE SECRETARIAL, INC.

By


Carla Wirth

Its President & CEO

#960

RECORDING SECRETARY SERVICE AGREEMENT

THIS AGREEMENT is made between TIMESAVER OFF SITE SECRETARIAL, INC. ("TOSS") and the CITY OF WAYZATA, 600 RICE STREET, WAYZATA, MN 55391-1799 ("Wayzata").

Wayzata wishes to retain the services of TOSS to act as recording secretary for all regular City Council and Planning Commission meetings during the term of this Agreement, and such special meetings as Wayzata shall request of TOSS from time to time.

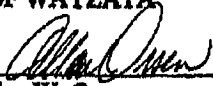
IT IS THEREFORE AGREED AS FOLLOWS:

1. Recording Secretary. TOSS shall provide a competent, experienced and professional recording secretary to appear at and attend, record, transcribe, and submit minutes of all Wayzata City Council and Planning Commission meetings and, as requested of TOSS by Wayzata from time to time, special meetings of its Subcommittees. Minutes of each meeting shall be prepared and submitted via e-mail within seven (7) days after each meeting to such officer as the City Manager may designate from time to time.
2. Equipment. Wayzata shall provide for each meeting at the meeting site all tape recording equipment required to record the minutes of the meeting (if desired). TOSS shall provide all equipment and materials necessary to transcribe and prepare the minutes and to take shorthand/machine minutes at the meeting.
3. TOSS Charges. TOSS shall be paid for its services as recording secretary for each meeting (the highest rate will prevail), as follows:
 - a. Base Rate of One Hundred (\$100.00) dollars for any meeting up to 1.5 hours (billable time) plus Twenty Five (\$25.00) dollars for each thirty (30) minutes following the first 1.5 hours for meeting attendance, fifteen (15) minutes prior to Call to Order and Fifteen (15) minutes following Adjournment, and meeting minutes; or
 - b. Twenty-one (\$21.50) dollars per hour for time attending meetings, and fifteen (15) minutes prior to Call to Order and fifteen (15) minutes following Adjournment with a one and one-half (1.5) hour minimum; and Nine and 50/100 dollars (\$9.50) for each page of minutes prepared from shorthand or machine notes of the recording secretary as draft minutes for submission to and the review and comment of Wayzata for their preparation of final minutes.

4. Billing. When TOSS submits the minutes of each meeting, TOSS shall bill Wayzata on its standard invoice form which itemizes time in attendance at each meeting and the number of pages of draft minutes prepared by TOSS of each meeting. Wayzata agrees that it will submit each TOSS invoice with the next bill list or other applicable expense authorization list to be considered by the Wayzata City Council or the authorizing official of the Council.
5. Term. This Agreement shall become effective on March 1, 2000, and shall continue in force until December 31, 2000. Either party may cancel this Service Agreement with or without cause upon thirty (30) days written notice; otherwise the contract shall remain in force.
6. Delegation. TOSS may, from time to time, appoint one or more persons and delegate its duties as recording secretary hereunder to its employees or contractors.
7. Wayzata agrees that during the term of this Agreement and any extension to it, and for a period of six (6) months thereafter, it will not employ, hire, subcontract with, or otherwise engage as a recording secretary a person or an entity formed by a person who has acted as a recording secretary of TOSS for Wayzata under this Agreement.
8. At the end of the term of this Agreement or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement in writing.
9. Independent Contractor. The parties of this Agreement agree that TOSS is an independent contractor. TOSS is not an employee of the City and is not entitled to the benefits provided by the City to its employees, including but not limited to, health, worker's compensation and employment insurance, and pension or employee benefit plans.
10. Indemnification. TOSS shall indemnify the City against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contribution imposed or required under employment insurance, social security and income tax laws, with respect to TOSS' employees engaged in performance of the agreement.

Dated: 3-1, 2000.

CITY OF WAYZATA

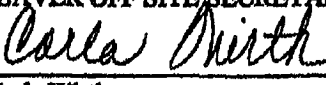
By: 

Allan W. Orsen

Its: City Manager

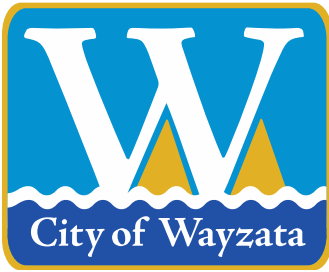
Dated: March 1, 2000.

TIMESAVER OFF SITE SECRETARIAL, INC.

By: 

Carla Wirth

Its: President & CEO



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

MEMORANDUM

DATE: December 11, 2015

TO: The Honorable Mayor and Members of the City Council

FROM: Becky Malone, Deputy City Clerk

RE: Public hearing to consider a request from the Wayzata Brew Works, LLC DBA "Wayzata Brew Works," for a new Micro-Brewery and Micro-Distillery located at 294 Grove Lane E., Suite #150, Wayzata, MN:

Wayzata Brew Works, LLC, the owner of "Wayzata Brew Works," has applied for the following new licenses at a Micro-Brewery and a Micro-Distillery located at 294 Grove Lane E., Suite #150:

Micro-Brewery On-Sale Taproom Liquor License (Taproom License);
Sunday Micro-Brewery On-Sale Taproom Liquor License (Sunday Taproom License);
Micro-Brewery Off-Sale Malt Liquor License (Growler Sales License);
Sunday Micro-Brewery Off-Sale Malt Liquor License (Sunday Growler Sales License);
and a Micro-Distillery Liquor License (Micro-Distillery)

The licensed premises will include the first floor indoor Micro-Brewery and Micro-Distillery, and the outdoor patio on the south side of the establishment.

The applicant submitted application materials for the license period of December 15, 2015 (or after) through April 30, 2016. The applicant paid pro-rated license fees of \$1,980.00 for these licenses.

A background investigation as it pertains to liquor licensing was conducted on the owner and was found to be in satisfactory order. The applicant paid a background investigation fee of \$500.00.

Following license approval by the Wayzata City Council, the issuance of these licenses will be contingent on license approval by Alcohol and Gambling Enforcement at the State of Minnesota.

Staff recommends approval of all licenses.

Owner Robert Klick will be present at the meeting to answer questions.

CHAPTER 524

MICRO-PRODUCTION FACILITIES, ON-SALE TAPROOMS, AND ON-SALE TASTING ROOMS

524.01. **Definitions.** In addition to the definitions contained in Minn. Stat. § 340A.101 as it may be amended from time to time, the following terms are defined for purposes of this Chapter:

1. Micro-brewery: A facility that produces for sale, distribution, and consumption beer, ale, malt liquor, or other beverages made from malt by fermentation and containing not less than one-half of one percent alcohol by volume, and which possesses the appropriate Federal, State of Minnesota, and Municipal licenses. Taprooms for the consumption of on-site produced beer may be permitted on the premises.
2. Taproom: An area for the on-sale consumption of malt liquor produced by the brewer for consumption on the premises of a brewery. A taproom may also include sale for off-premises consumption of malt liquor produced at the brewery location or adjacent taproom and owned by the brewery for off-premises consumption, packaged subject to Minnesota Statute 340A.301, subdivision 7(b), or its successor.
3. Growler: A specially designed sixty four (64) ounce beer container for exclusive off-sale of Micro-production Facility beer. A growler shall have the following packaging requirements:
 - a. Growlers shall bear a twist-type closure, cork, stopper or plug.
 - b. At the time of sale, paper or plastic adhesive band, strip, or sleeve shall be applied to the container and extended over the top of the closure, forming a seal.
 - c. The growler and/or band, strip or sleeve shall bear the name and address of the brewer, and the container shall be identified as malt liquor, contain the name of the malt liquor, and shall be considered intoxicating liquor unless labeled otherwise.
4. Malt liquor: Any beverage made from malt by fermentation and containing not less than one-half of one percent alcohol by volume.
5. Brewer: A person who manufactures malt liquor for sale.
6. Micro-production Facility: A facility in which beer, wine, or other alcoholic beverages are brewed, fermented, or distilled for distribution and consumption. Micro-production facilities include breweries, brewpubs, wineries, and distilleries.
7. Tasting Room (Winery/Distillery): An area for the on-sale consumption of distilled spirits or wine produced on the premises of one winery or one

distillery and in common ownership to the producer of the wine or distilled spirits.

8. Distillery: A facility that produces Ethyl Alcohol, hydrated oxide of ethyl, spirits of wine, rum, brandy, gin, or other distilled spirits, including all dilutions and mixtures thereof, for non-industrial use. A distillery may include a tasting room.
9. Winery: A facility operated by the owner of a Minnesota farm and producing table, sparkling, or fortified wines from grapes, grape juice, other fruit bases, or honey with a majority of the ingredients grown or produced in Minnesota. A winery may include a tasting room.
10. Brewpub: A Brewery that operates a restaurant on the same premises as the Brewery, whose malt liquor production per calendar year may be limited by Minnesota State Statute.

524.02. License Required. No Micro-production Facility shall directly or indirectly make, sell or keep for sale within the City any beer, ale, malt liquor, or other beverages made from malt by fermentation, and containing not less than one-half of one percent alcohol by volume, wine, or distilled spirits for on-sale or off-sale purposes without first having been issued an appropriate license to do so as provided in this Chapter. Each such license shall be issued for a period of one year and shall expire on April 30th of each year.

524.03. License Types.

1. Micro-brewery Taproom Liquor License (“Taproom License”).
A Micro-brewery Taproom Liquor License may be issued only to the holder of a brewer’s license issued by the state under Minnesota Statute 340A.301. The license authorizes the on-sale of malt liquor produced by the brewer for consumption on the premises of one brewery location owned or rented by the brewer, subject to the requirements of this section, Section 502 of the Wayzata City Code, and Minnesota Statute 304A.301, subd. 6. Total production of malt liquor shall not exceed 3,500 barrels annually. All provisions of this section and Section 502 of the Wayzata City Code that apply to an on-sale intoxicating liquor license apply to a Micro-brewery On-sale Malt Liquor License unless the provision is explicitly inconsistent with Minnesota Statute 340A.301, subd. 6b.
2. Micro-brewery Off-sale Malt Liquor License (“Growler Sales”).
A Micro-brewery Off-sale Malt Liquor License may be issued only to a brewer who holds a brewer license issued by the Minnesota Commissioner of Public Safety pursuant to Minnesota Statute 340A.301, subd. 6, clause (c), (i), or (j). The license authorizes the brewer to sell, at off-sale, malt liquor that has been produced and packaged by the brewer at its licensed premises in sixty four (64) ounce containers commonly known as “Growlers”. The total production of malt liquor for off-sale shall not exceed 500 barrels annually, and the total production of on-sale and off-sale by the Micro-brewery Off-sale Malt Liquor License cannot

exceed 3,500 barrels per year. The license is subject to the requirements of this section, Section 502 of the Wayzata City Code, and Minnesota Statute 340A.301, subd. 6d.

3. Brewpub Malt Liquor License (“Brewpub”).

A Brewpub Malt Liquor License may be issued only to a brewer who holds a brewer license issued by the Minnesota Commissioner of Public Safety pursuant to Minnesota Statute 340A.301 and a City-issued on-sale intoxicating liquor license for a restaurant operation. All provisions of this section and Section 502 of the Wayzata City Code that apply to an on-sale intoxicating liquor license apply to a Micro-brewery On-sale Malt Liquor License unless the provision is explicitly inconsistent with Minnesota Statute 340A.301.

4. Micro-winery Liquor License (“Micro-winery”).

A Micro-winery Liquor License may be issued only to the holder of a farm winery license issued by the state under Minnesota Statute 340A.315. The license authorizes the production of table, sparkling, or fortified wines from grapes, grape juice, other fruit bases or honey with a majority of the ingredients grown or produced in Minnesota. The license also authorizes the use of a Tasting Room area for consumption of samples. Total production of wine shall not exceed 50,000 gallons annually. All provisions of this section and Section 502 of the Wayzata City Code that apply to an on-sale intoxicating liquor license apply to a Micro-winery Liquor License unless the provision is explicitly inconsistent with Minnesota Statute 340A.315.

5. Micro-distillery Liquor License (“Micro-distillery”).

A Micro-distillery Liquor License may be issued only to the holder of a Micro-distiller’s license issued by the state under Minnesota Statute 340A.301. The license authorizes the production of distilled spirits produced on the premises of one distillery location owned or rented by the distiller licensee, subject to the requirements of this section, Section 502 of the Wayzata City Code, and Minnesota Statute 304A.301. The license also authorizes the use of a Tasting Room area for consumption of samples of distilled spirits manufactured on its premises. The sample size cannot exceed 15 milliliters per variety per person and no more than 45 milliliters may be sampled by any person on any day. Total production of distilled spirits shall not exceed 40,000 proof gallons annually. All provisions of this section and Section 502 of the Wayzata City Code that apply to an on-sale intoxicating liquor license apply to a Micro-distillery Liquor License unless the provision is explicitly inconsistent with Minnesota Statute 340A.301, subd. 6c.

524.04. Number of Licenses. The following number of licenses may be issued by the City, although there is no obligation on the City to issue any prescribed minimum amount:

	Number of Licenses
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Micro-brewery Off-sale Malt Liquor License	Four (4)
Micro-brewery Taproom Liquor License	Two (2)
Brewpub Malt Liquor License	Two (2)
Micro-winery Liquor License	Two (2)
Micro-distillery Liquor License	Two (2)

- 524.05. License Fees.** The annual license fees for licenses issued under this Chapter shall be in an amount to be determined from time to time by Resolution of the City Council. At the time of each original application or renewal for any of the licenses issued under this Chapter the total annual license fee therefore shall be paid in full by the applicant. Upon rejection or withdrawal of an application the license fee(s) submitted therefor (but not the fees for applicant's background investigation) shall be refunded in full to the applicant, except when rejection or withdrawal is based upon a willful misstatement of fact by the applicant. No part of any fee for an issued license shall be refunded, except as authorized by State Statute.
- 524.06. Application Procedure.** The application and licensing procedures established in Chapter 502 of the Wayzata City Code apply to brewers who apply for the license categories established in this Chapter.
- 524.07. License Restrictions.** Each license issued under this Chapter shall be subject to the provisions of Section 10 of Chapter 502 (Intoxicating Liquors), to all laws, ordinances and restrictions applicable thereto, which shall act as continuous restrictions upon any such license.
- 524.08. Insurance.** Every applicant and license holder under this Chapter must comply with the insurance requirements of Section 13 of Chapter 502 (Intoxicating Liquors).
- 524.09. Suspension or Revocation.** The City Council may suspend or revoke any license issued hereunder in accordance with the provisions of Section 501.09 of this Code.
- 524.10. Duration and Renewal of License.** All licenses issued under this Chapter shall expire on April 30th of each year. If an application is made during a license year, such a license may be issued for the remainder of the license year for a prorated fee, with any unexpired fraction of a month being counted as one month. Application for renewal of an existing license shall be made at least forty-five (45) days prior to expiration of the license, and it shall be made in such a form as provided by the City Manager, which shall contain some or all of the information listed in Section 502.07 that the City Manager deems relevant to evaluating the renewal request. The licensee also shall submit the appropriate license fee(s) and an investigation fee as established by resolution, which shall be for investigation

and verification of all information contained in the application form. The decision whether or not to renew a license rests within the discretion of the City Council. No licensee has a right to have the license renewed.

- 524.11.** **Adoption of State Law by Reference.** The provisions of Minn. Stat. Ch. 340A as they may be amended from time to time, with reference to the definition of terms, conditions of operation, restrictions on consumption, provisions relating to sales, hours of sale, and all other matters pertaining to the manufacture, retail sale, distribution, and consumption of alcoholic beverages are hereby adopted by reference and are made a part of this Chapter as if set out in full. Whenever there is an inconsistency between the provisions of Minn. Stat. Ch. 340A and the provisions of this chapter, the more restrictive governs unless state expressly controls.

(Ord. 747 [09-25-2014])

CHAPTER 502

INTOXICATING LIQUOR

502.01. Definitions. In addition to the definitions contained in Minn. Stat § 340A.101 as it may be amended from time to time, the following terms are defined for purposes of this Chapter:

- a. “Intoxicating liquor” and “liquor” shall mean ethyl alcohol, distilled, fermented, spirituous, vinous and malt beverages containing more than 3.2% of alcohol by weight.
- b. “On-Sale” shall mean the sale of liquor for consumption on the premises only.
- c. “Restaurant” shall mean an establishment under the control of a single proprietor or manager, where meals are regularly prepared on the premises and served at tables to the general public. Restaurants shall include that portion of a greater establishment devoted to such purposes, as in the case of a hotel or motel.
- d. “Sale”, “sell” and “sold” shall mean all barter, exchanges, disposal or other manners or means of furnishing intoxicating liquor, including such furnishing in violation or evasion of law.

(Ord. 743 [01-30-2014])

502.02. License Required. No person may directly or indirectly, on any pretense or by any device, sell or keep for sale, charge for possession, or otherwise dispose of, within the City any intoxicating liquor for on-sale purposes without first having been issued, and thereafter maintaining, an appropriate license to do so as provided in this Chapter.

(Ord. 743 [01-30-2014])

502.03. Types of Licenses. On-sale intoxicating liquor licenses may be issued only to bona fide restaurants, as defined herein. Following are the types of licenses which may be issued for this purpose:

- a. “On-Sale Intoxicating Liquor License”, for the sale on the premises of all types and kind of intoxicating liquor.
- b. “Sunday On-Sale Intoxicating Liquor License,” for the Sunday sale on the premises of all types and kind of intoxicating liquor, which license shall be limited to persons also holding a valid On-Sale Intoxicating Liquor License and those establishments having a seating capacity of at least thirty (30) persons.

(Ord. 743 [01-30-2014])

502.04. Number of Licenses... A maximum of seven (7) On-Sale Intoxicating Liquor Licenses may be issued under this Chapter. The availability of these licenses for issuance in no way shall require or commit the City Council to issue any or all of the available licenses. On-Sale Intoxicating Liquor Licenses for restaurants shall not count towards the maximum number of licenses that may be issued.

(7-21-81 Code; Ord. 618 [7-29-1999]; Ord. 647 [11-11-2003]; Ord. 743 [01-30-2014])

502.05. License Fees... The annual license fees shall be in an amount to be determined from time to time by Resolution of the City Council. At the time of each original application or renewal for any of the licenses issued under this Chapter the total annual license fee therefor shall be paid in full by the applicant. Upon rejection or withdrawal of an application the license fee(s) submitted therefor (but not the fees for applicant's background investigation, including the Minimum Investigation Fee) shall be refunded in full to the applicant, except when rejection or withdrawal is based upon a willful misstatement of fact by the applicant. No part of any fee for an issued license shall be refunded nor shall any license fee be prorated except by specific Council action.

(7-21-81 Code; Ord. 500 [5-10-1988]; Ord. 743 [01-30-2014])

502.06. Bond Requirements – Repealed...

(Ord. 500 [5-10-1988]; Repealed by Ord. 536 [2-20-1990])

502.07. Application Procedures... An application form for the licenses issued under this Chapter shall be prepared and updated from time to time by the City Manager. In addition to any information which may be required by the Minnesota State Liquor Control Commissioner, such form shall include but not be limited to the following information:

- a. The name of the applicant and the type of license which the applicant is seeking.
- b. Whether the applicant is a natural person, partnership, corporation or other form of organization.
- c. If the applicant is a natural person, the requested personal information about the applicant and his background.
- d. If the applicant is a partnership, the names and addresses of all partners and the requested personal information about each partner and that partner's background. The financial interest of each partner shall be disclosed, and a managing partner shall be designated. A true copy of the partnership agreement shall be submitted with the original application form.
- e. If the applicant is a corporation or other organization, the names and addresses of all officers and the proposed manager, and the requested personal and background information about each. The names, addresses and financial interest shall be disclosed for all corporate shareowners or equity owners who, together with direct relatives, control more than 5% of the assets of the corporation, and the requested personal and background

information shall be furnished about each such person. True copies of the articles and bylaws shall be submitted with the original application form.

f. The amount of assets which the applicant has in the business, premises, fixtures, stock and operating capital shall be disclosed, together with proof of the source of such assets, such as accounting statements, financial statements and bank accounts.

g. The names and addresses of all persons, other than those listed above, who have any financial interest in the business, premises, fixtures, stock, equity or operating capital, together with the amount and nature of the interest and the terms for payment or other reimbursement thereof. This shall include but not be limited to all lessors, mortgagors, lenders, lien holders, trustors and persons who have co-signed notes or otherwise loaned, pledged or extended security to the applicant for any indebtedness.

h. The legal description of the premises to be licensed and plans of the site and all buildings thereon, showing all appropriate dimensions.

i. Proof of insurance as required under Section 502.13.

j. All other information deemed necessary or relevant by either the City Council or the City Manager.

If the applicant is a natural person, the application form shall be executed by that person. If the applicant is a partnership, the application form shall be executed by the managing partner, and if a corporation or other organization by a corporate or organization officer.

(Ord. 743 [01-30-2014])

502.08. Licensing Procedures. The following procedures shall govern the processing and issuance of all new licenses pursuant to this Chapter:

a. At the time of an original application the applicant shall pay a Minimum Investigation Fee in an amount to be determined from time to time by resolution of the City Council for each person listed on the application form, which shall include all natural persons, partners, managers, corporate officers and equity owners. This fee shall be paid when an application is filed with the City, and it shall not be subject to refund. If the expenses of any investigation are extraordinary and exceed the Minimum Investigation Fee, the applicant shall pay all reasonable additional expenses incurred by the City for such investigation. Failure to pay such additional expenses within a five day period shall be cause for the City to discontinue processing of the application. At any time an additional investigation is required due to a change in ownership or control of a partnership, corporation or other organization, a licensee shall pay a Minimum Investigation Fee in an amount to be determined from time to time by Resolution of the City Council for each person involved in the change.

(7-21-81 Code; Ord. 500 [5-10-1988])

- b. All applications shall be processed by the City Manager for verification and investigation of the facts set forth therein. The Chief of Police shall investigate the background of all persons listed in the application form. Jointly or separately they shall submit a written report to the City Council on the results of their investigation.
- c. Following receipt of the above report(s), the City Council shall hold a public hearing on the license application. Ten (10) days' notice of this Hearing shall be given by publication in the official newspaper of the City and by direct mailing to all property-owners within 350 feet of the subject property. At this Hearing, opportunity shall be given for any person to be heard for or against issuance of the requested license.
- d. If a license is approved, the City Council may withhold its issuance until the applicant has qualified in all respects for the license. If the premises to be licensed are not complete at the time of approval, the Council may approve the license but withhold its issuance until the premises have been completed in accordance with all representations made by the applicant. In such a case, the Council may rescind its action approving the license if the applicant has not proceeded with reasonable dispatch to complete the subject premises, but such action may only be taken following ten (10) days' notice to the applicant.
- e. The issuance of any license hereunder is and shall remain at the sole and absolute discretion of the City Council. No applicant has a right to a license under this Chapter.
- f. All licenses shall be and are issued subject to conformance with all provisions of this Chapter and all other applicable regulations, ordinances, laws and statutes.
- g. Each license issued hereunder shall be issued to the applicant only. Each such license shall be issued only for the premises described in the application form and shall not be effective beyond the compact and contiguous space described therein.
- h. No transfer of a license shall be permitted from place to place or from person to person without complying with all requirements of an original application, including the payment of all fees therefor.

(7-21-81 Code; Ord. 500 [5-10-1988]; Ord. 743 [01-30-2014])

502.09. Eligibility for License. The provisions of this Section shall govern an applicant's initial and continued eligibility for a license pursuant to this Chapter, and no license shall be issued to:

- a. A natural person:
 - (1) Who is not of good character and repute.
 - (2) Who is under the age of twenty-one (21).
 - (3) Who is a manufacturer or wholesaler of intoxicating liquor, or who is employed by a manufacturer or wholesaler of intoxicating liquor.

(4) Who has a direct or indirect financial interest in any other establishment within the City which has a license issued under this Chapter or under Chapters 503 or 504 of this Code. The word "interest" as used in this provision shall mean a pecuniary interest of 5% or more in the ownership, management or profits of any such establishment.

(5) Who has been convicted of a felony.

(6) Who within the past five years has been convicted of a violation of any law, statute or ordinance regarding the manufacture, sale, distribution, or possession for sale or distribution of intoxicating liquor.

(7) Who within the past five years has had any liquor license revoked for a willful violation of any law, statute or ordinance regarding the manufacture, sale, distribution, or possession for sale or distribution of intoxicating liquor.

(8) Who within the past five years has violated any provision of Section 502.10 of this Chapter.

(9) Who is the spouse of a person ineligible for a license under paragraphs (1), (4), (5), (6), (7) or (8) of this subsection.

(7-21-81 Code; Ord. 500 [5-10-1988]); Ord. 743 [01-30-2014])

b. A partnership which has a partner ineligible for a license under above Section 502.09.a.

c. A corporation or other organization which has an officer, shareowner or manager ineligible for a license under above Section 502.09.a. The term "shareowner" as used in this provision shall mean any person who, together with direct relatives, controls more than 5% of the assets of the corporation or other organization.

(Ord. 743 [01-30-2014])

d. A restaurant located on property owned by a person ineligible for a license under above Section 502.09.a.

e. A restaurant located on property upon which taxes, special assessments or other financial claims of the City are delinquent and unpaid.

f. A restaurant which has a common entrance or exit with another business, except for a public lobby or mall area.

g. A restaurant which does not have a valid and current Food Establishment "A" License issued by the City.

h. A restaurant, as defined herein, which does not have a minimum market valuation totaling in the aggregate of more than Three Thousand (\$3,000.00) per seat, exclusive of

land, kitchen equipment and personal property other than furniture and fixtures, as computed by the City Assessor.

(7-21-81 Code; Ord. 500 [5-10-1988]; Ord. 618 [7-29-1999]; Ord. 743 [01-30-2014])

502.10. License Restrictions.. The following provisions shall govern the continued validity of a license issued pursuant to this Chapter and shall act as continuous restrictions upon any such license and operations under the license:

a. The licensee shall at all times comply with all provisions of this Chapter and with all other applicable laws, statutes and ordinances regarding the manufacture, sale, distribution, or possession for sale or distribution of intoxicating liquor, as the same shall be in effect at the time the license is issued and as the same shall exist from time to time thereafter.

b. The licensee at all times shall be responsible for the conduct of the licensee's business and for the sobriety and order on the premises.

c. All business and financial records of the licensee, including all financial reports and tax returns, shall be available for inspection by the City Manager or other properly designated representative of the City at all reasonable times.

d. Any change in management, ownership, partnership, corporate or organization officers, corporate or organization shareowners, partnership agreement, articles, corporate or other information required in Section 502.06 shall be submitted to the City Manager within thirty (30) days of such change.

e. No sale of intoxicating liquor shall be made during those hours when such sale is prohibited by State Statute, and no licensee shall display intoxicating liquor to the general public during any such hours.

f. No licensee nor any person listed on the application form for a license shall make any contribution to the election campaign of any candidate or elected official of the City.

g. The licensee shall at all times maintain a valid and current Food Establishment "A" License issued by the City, and violation of this provision shall result in the immediate suspension or revocation of any license issued pursuant to this Chapter.

(Ord. 735 [03-26-2013])

h. The business of the licensee shall be conducted in such a manner that at least 50% of the gross sales of the business for any license year shall be for the serving of food. The business of a restaurant which is part of a greater operation, such as a hotel or motel, shall be conducted in such a manner that at least 50% of the gross sales of the total restaurant operation attributable to the serving of food, with 50% or less in restaurant sales attributable to intoxicating liquor sales for any license year. Said "50%" Food, "50%" liquor sale ratio requirements shall apply to each quarter. Licensee shall be

required to make annual reports showing the percentage of gross sales attributable to food service.

(7-21-81 Code; Ord. 500 [5-10-1988]; Ord. 735 [03-26-2013])

i. All sales of intoxicating liquor shall be made in areas designed primarily for the service of food.

(7-21-81 Code; Ord. 500 [5-10-1988])

j. No person under the age of 18 years shall be employed in any rooms constituting the place in which intoxicating liquors or 3.2 percent malt liquor are sold or served at retail on sale, except that persons under age 18 may be employed as musicians or to perform the duties of a bus person, host or dishwashing services in restaurants.

k. The hours of operation and days of sale shall be those set by Minn. Stat. §340A.504, as it may be amended from time to time.

(Ord. 500 [5-10-1988]; Ord. 735 [03-26-2013]; Ord. 743 [01-30-2014])

502.11. Duration and Renewal of License. All licenses issued under this Chapter shall expire on April 30th of each year. If an application is made during a license year, such a license may be issued for the remainder of the license year for a prorated fee, with any unexpired fraction of a month being counted as one month. Application for renewal of an existing license shall be made at least forty-five (45) days prior to expiration of the license, and it shall be made in such a form as provided by the City Manager, which shall contain some or all of the information listed in Section 502.07 that the City Manager deems relevant to evaluating the renewal request. With the application, the licensee shall file a statement by a certified public accountant showing the restaurant's total gross sales and total sales for the serving of food for the twelve month period immediately preceding the date of application. The licensee also shall submit the appropriate license fee(s) and an investigation fee as established by resolution, which shall be for investigation and verification of all information contained in the application form. The decision whether or not to renew a license rests within the discretion of the City Council. No licensee has a right to have the license renewed.

(Ord. 449 [1-7-1986]; Ord. 743 [01-30-2014])

502.12. Suspension or Revocation. The City Council may suspend or revoke any license issued pursuant to this Chapter for the violation of any provision of this Chapter or for the violation of any other law, statute or ordinance regarding the manufacture, sale, distribution, or possession for sale or distribution of intoxicating liquor. However, no such action shall be taken without ten (10) days' written notice to the licensee. No license shall be suspended for a greater period of time than sixty (60) days. If a license is revoked, no portion of the license fee may be refunded.

502.13. Insurance. All persons holding a license issued pursuant to this Chapter shall maintain public liability insurance coverage and liquor liability insurance coverage compliant with Minn. Stat. § 340A.409, subd. 1, and with minimum bodily injury limits of \$100,000 per

person and \$300,000 per occurrence and with minimum property damage limits of \$50,000 per occurrence. Such policies shall provide that no payment of any claim by the insurance company will in any manner decrease the coverage provided for any other claim(s) brought against the insured or the insuring company. Such policies also shall provide that no cancellation for any cause shall be made by either the insured or the insuring company without thirty (30) days' prior written notice to the City. Such policies shall be issued in the name of all partners if the licensee is a partnership and in the name of the corporation or other organization if the licensee is a corporation or other organization. Such policies shall be filed with the City Manager, shall be subject to approval of the City Manager as to form and content, and shall be issued by companies duly licensed to do business in the State of Minnesota. Operation of a business licensed under this Chapter without at all times having on file with the City proof of insurance as required in this Section shall be cause for revocation of the license.

(Ord. 743 [01-30-2014])

502.14. Adoption of State Law by Reference. The provisions of Minn. Stat. 340A as they may be amended from time to time, with reference to the definition of terms, conditions of operation, restrictions on consumption, provisions relating to sales, hours of sale, and all other matters pertaining to the retail sale, distribution, and consumption of intoxicating liquor are hereby adopted by reference and are made a part of this Chapter as if set out in full. Whenever there is an inconsistency between the provisions of Minn. Stat. Ch. 340A and the provisions of this Chapter, the more restrictive governs unless state expressly controls.

(Ord. 500 [5-10-1988]; Ord. 743 [01-30-2014])

2015 MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL ON 12/15/2015

(Recommended for approval, pending staff review for completeness of application materials and contingent on license approval by Alcohol and Gambling Enforcement at the State of Minnesota.)

NEW Micro-Brewery On-Sale Taproom Liquor License (Taproom License) & Sunday Micro-Brewery On-Sale Taproom Liquor License (Sunday Taproom License)	
Wayzata Brew Works, LLC DBA "Wayzata Brew Works"	294 Grove Lane E., Suite 150
NEW Micro-Brewery Off-Sale Malt Liquor License (Growler Sales License) & Sunday Micro-Brewery Off-Sale Malt Liquor License (Sunday Growler Sales License)	
Wayzata Brew Works, LLC DBA "Wayzata Brew Works"	294 Grove Lane E., Suite 150
NEW Micro-Distillery Liquor License (Micro-Distillery)	
Wayzata Brew Works, LLC DBA "Wayzata Brew Works"	294 Grove Lane E., Suite 150

Date: December 10, 2015

To: Mayor Willcox and Councilmembers

From: Jeff Thomson, Director of Planning and Building

Subject: Lake Effect Founding Board

The Lake Effect Framework and the Strategic Implementation Plan include the establishment of a Founding Board as one of the three major initiatives of the Lake Effect Project. The City Council discussed the Lake Effect Conservancy (Trust) at its Workshop Meeting on December 1st. Attached is a memo from Mary deLaittre with Groundwork regarding the background and components for creating the Lake Effect Conservancy (Trust), and an information sheet on the Trust that can be used for external communication. A draft Contract Addendum with Mary deLaittre is also attached, for consideration by the City Council.

Action Steps

After considering the information pertaining to the Lake Effect Conservancy, the City Council should pursue the following action steps:

1. Approve the Contract Addendum with Mary Elizabeth deLaittre, extending engagement for creation of the Lake Effect Conservancy.
2. Approve in concept the Lake Effect Conservancy structure, mission, role, and partnership agreement philosophy.
3. Approve the following Board Designees for the future Lake Effect Conservancy Founding Board: Rick Born, Mick Johnson, Dan Koch, Andrew Mullin, and Tyler Purdy.

Attachments:

Groundwork Memo dated 12/9/2015
Creating the Lake Effect Conservancy
Draft Contract Addendum
Existing Consulting Services Agreement with Mary Elizabeth deLaittre

MEMORANDUM

TO: Mayor Willcox and Councilmembers
FROM: Mary deLaittre, Lake Effect Project Consultant
DATE: 9 December 2015
RE: Creating the Lake Effect Conservancy

Background

The Lake Effect Conservancy (working title) was originally referenced in the March 2014 approved Lake Effect Framework, featured as one of three major initiatives in the December 2014 approved Lake Effect Strategic Implementation Plan and later discussed in a Council Workshop on 6 October 2015 and 1 December 2015. The Conservancy is an invaluable private sector tool working in partnership with the public sector and necessary to the successful realization of the Lake Effect Signature Project now underway.

There are three primary steps for the successful initial establishment of the Conservancy:

Creating the Organization

Please see attached document summarizing the primary components for creating the Lake Effect Conservancy.

Based on the information in the attached document and the anticipated April 2016 schematic design delivery, I recommend a two-phase approach to creating and launching the Lake Effect Conservancy.

Phase 1: The Wayzata City Council approve in concept the proposed Lake Effect Conservancy structure, mission, role, partnership agreement philosophy and Founding Board.

This initial approval will allow the Founding Board to participate in the Schematic Design process and begin to consider potential partners and funding prospects. This initial approval will also send a message to the community that the City of Wayzata is serious about project implementation.

Phase 2: Once the schematic design, cost estimates, revenue generation strategy, and construction phasing plans are delivered, the fleshing out of the organization and the City of Wayzata partnership agreement can happen in earnest. The Founding Board can work with City of Wayzata on:

- Clarified role of the Conservancy
- Comprehensive agreement detailing roles, rights and responsibilities of partners
- Timeline

The Action Step under consideration at the December 15th City Council meeting is Phase 1, approving in concept the proposed Lake Effect Conservancy. As indicated, Phase 2 would occur after the work by the City's design team is completed, and would be reviewed and approved by the City Council at a later date. Initial approval in concept of the organization will allow the Conservancy and City to go forward hand in hand as a unified front when the Council reviews and approves the schematic design, and provides the

opportunity for the Conservancy to be tailored to the needs of the proposed design, funding estimates and programming needs rather than configured in advance.

Appointing the Board Designees

The Conservancy will have a 7+/- person Founding Board of strategic and forward thinking members. Board member recommendations were provided by Council Members and private sector professionals from the Wayzata community with expertise in building a private non-profit Board. As outlined in the Strategic Implementation Plan, Founding Board members will participate in the schematic design process and then, based on the project delivered, work in partnership with the City of Wayzata to better define the role of the organization and the partnership with the City. As part of the organizational start-up, Board members will also be actively involved as project ambassadors and in fundraising for the project.

Criteria for Founding Board Designees selection:

- Support and enthusiasm for the Signature Project
- Strategic thinker
- Live in or do business in Wayzata
- Unique expertise, experience or access
- Comfort in start-up business complexity
- Passion for, and in shaping the future of, Wayzata

Initial Recommended Board Designees are:

Rick Born - RBA Consulting, Owner Boat Works

Mick Johnson – Retired, President Park Nicollet Foundation

Dan Koch - Onit, LLC, President/Founder

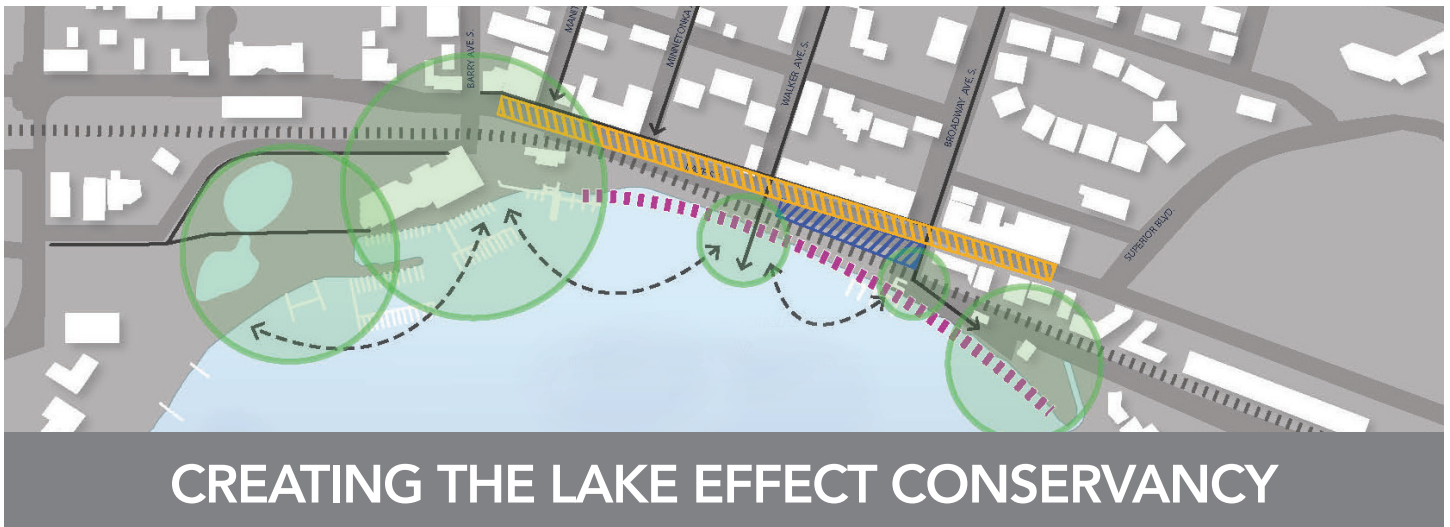
Andrew Mullin - Wayzata City Council Representative

Tyler Purdy - Managing Director, Bayview Capital Group

Additional recommendations will be made in the near future in order to expand the Board and address diversity of the membership.

Funding The Start-up

The final component for creating the Conservancy is providing seed money to fund consultants to create the organization and to work with Board members and the City of Wayzata to raise funds for the Lake Effect Project. *Please see attached contract addendum for scope of services.*



In early December 2015 the Wayzata City Council will take under consideration the creation of the Lake Effect Conservancy (working title).

The Lake Effect Conservancy was originally referenced in the March 2014 approved Lake Effect Framework and featured as one of three major initiatives in the December 2014 approved Lake Effect Strategic Implementation Plan. The Conservancy is an invaluable private sector tool that would work in partnership with the public sector and is necessary to the successful realization of the Lake Effect Signature Project now underway.

The proposed organizational components are:

Organizational Structure: The proposed conservancy will be an independent 501c3 non-profit that works in partnership with the City of Wayzata to ensure the delivery of the highest quality design of the lakefront and reflects the values of the community.

Mission: The Lake Effect Conservancy's mission is to work with partners to achieve the highest standards of design excellence to reconnect the Wayzata community to its valued civic amenity, the Minnetonka Lakefront.

Role: The major role of the Lake Effect Conservancy is that of leadership for the Lake Effect Signature Project. The organization will engage the private sector in envisioning, shaping and funding the Lake Effect Signature Project and will deliver city building expertise, private support, strategic partnerships, advocacy and long-term stewardship.

Partnership Agreement with the City:

The Lake Effect Conservancy will work with the City of Wayzata to create a 'Leadership in Collaboration' partnership model. The agreement will outline roles, rights and responsibilities of each partner as well as timelines, milestones, and thresholds for commencement.

Board: The Conservancy will have a 7+/- person Founding Board of strategic and forward thinking members. As outlined in the Strategic Implementation Plan, Founding Board members will participate in the schematic design process and then, based on the project delivered, work in partnership with the City of Wayzata to better define the role of the Conservancy and the partnership with the City. As part of the organizational start-up, Board members will also be actively involved as project ambassadors and in fundraising for the project.

Timeline:

1 December – City Council workshop to discuss Conservancy concept

15 December – City Council approval of Conservancy concept

For more information please contact:
Mary deLaitre, Project Consultant
mary@groundworkcitybuilding.com



LAKE EFFECT
WAYZATA

15 December 2015

Heidi Nelson - City Manager
Jeff Thomson – Planning and Building
City of Wayzata
600 Rice Street East
Wayzata, MN 55391-1799

Ref: Addendum to Extended Service Agreement for Phase 2 Lake Effect

This letter, when signed by the City of Wayzata and Mary deLaittre, will serve as an amendment to the consulting services agreement made and entered into effective as of September 8, 2014 by and between the City and Ms. deLaittre d/b/a Groundwork: The Foundation for City Building (the "Agreement"). All of the terms of the Agreement, as amended in March 2015, shall continue to be in effect unless amended in this letter.

Upon completion of the Services described in the 4 March 2015 Addendum and amendment to the Agreement, or by March 2016, whichever is sooner, Mary deLaittre ("Consultant") and sub-consultants to Consultant will commence to provide the following general services and deliverables ("Services" and "Deliverables") for the City of Wayzata as outlined in #3 of the Strategic Implementation Plan (a copy of which is attached this letter) and as further defined and outlined below. Please also see supplemental sheets for process to create the Lake Effect Conservancy attached to this letter.

Organizational Development Services/Deliverables

Time frame for delivery: March 2016 – February 2017

Consultant deliverables/expertise includes:

- Ongoing project oversight and 'shepherding'
- Create organization mission, vision and strategy
- Create organization structure – working with lawyers and Board on SOS and Federal filing, bylaws etc. and communications systems and platforms
- Create and maintaining internal systems as required by basic business practice and Federal 501c3 requirements
- Create City/Organization agreement
- Donor and partner research, identification, cultivation (including events) and requests
- Build out Board and maintain Board and City of Wayzata/Council management/relations
- Develop fund-raising scheme and implementation
- Develop communications scheme and implementation

Fee: Contract: \$72,000 @ \$6,000/month retainer

External Relations Services/Deliverables

- Develop and implement communications and engagement plan
- Establish project positioning and on-going message management
- Develop content for all internal and external channels and media relations
- Grant Writing
- Develop fund-raising material
- Website development - building new website, hosting and maintaining site
- Graphic design - provide visual/identity support

Fee: Contract not-to-exceed amount \$56,000*

*** None of this fee may be expended without first obtaining the written approval of the City Manager.**

Legal and Accounting Services:

Support for creating 501c3 and set-up and maintain accounting systems and prepare for/facilitate audit.

Fee: Contract not-to-exceed amount \$26,000*

*** None of this fee may be expended without first obtaining the written approval of the City Manager.**

Misc. Expenses:

Events and printing/copying/mailing

Not to exceed \$14,000*

*** None of this fee may be expended without first obtaining the written approval of the City Manager.**

The City, at its option, may suspend or terminate any part of the Services, Deliverables and Misc. Expenses referenced above without any further financial or other obligation with respect to such terminated items, upon 30 days advance written notice to Consultant.

Accepted and Agreed To:

Consultant:

City of Wayzata:

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

Heidi Nelson
City Manager

Ken Willcox
Mayor

CONSULTING SERVICES AGREEMENT

This consulting services agreement (this "Agreement") is made and entered into effective as of September 8, 2014 (the "Effective Date"), by and between the City of Wayzata, Minnesota (the "City"), and Mary Elizabeth DeLaittre d/b/a Groundwork: The Foundation for City Building (the "Consultant"), (collectively, the "Parties").

WHEREAS, Consultant has been engaged by the City to provide professional consulting services related to implementation of the City's Lake Effect Project; and

WHEREAS, the City and Consultant wish to confirm and memorialize certain terms related to the services and deliverables Consultant will be providing to the City.

NOW THEREFORE, the City and Consultant agree as follows:

1. Scope of Work. Consultant shall provide the services and deliverables (collectively, the "Services") that are detailed in the letters from Consultant, dated September 8, 2014 and March 4, 2015, attached hereto as Exhibit A (the "Statements of Work"), according to the timetable and other terms therein, and in accordance with best practices and industry standards.
2. Compensation. The City shall pay Consultant as specified in the Statements of Work. The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.
3. Term of Engagement. Consultant is engaged as an independent contractor pursuant to this Agreement as of the Effective Date and will continue to be so engaged until all of the Services are delivered according to the terms hereof. Notwithstanding the foregoing, the City may terminate Consultant's engagement immediately, upon notice and without further obligation, if Consultant materially breaches this Agreement.
4. Independent Contractor Relationship. It is expressly understood that Consultant is an "independent contractor" and not an employee of the City. The Consultant shall have control over the manner in which the Services are provided under this Agreement. Unless specified otherwise in the Statements of Work, the Consultant shall supply, at Consultant's sole expense, all materials, supplies, equipment and tools required to accomplish the Services. Consultant shall not be entitled to, nor will Consultant receive, any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits from the City.
5. Indemnification. The Consultant agrees to defend and indemnify the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Services.
6. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Consultant may not assign this Agreement to any other party without the express, prior written authorization of the City.
- C. Ownership. All creative works and other intellectual property related to the deliverables that are part of the Services are works made for hire for the City, and to the extent any such intellectual property is not deemed a work made for hire, Consultant hereby assigns all right, title and interest in and to such intellectual property to the City.
- D. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- E. 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.
- F. Waivers. The waiver by either Party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- G. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
- H. 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. Facsimile and scanned copies shall be deemed originals for all purposes.

Accepted and Agreed To:

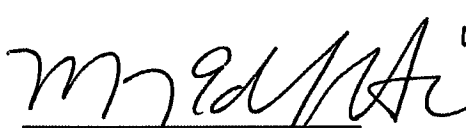
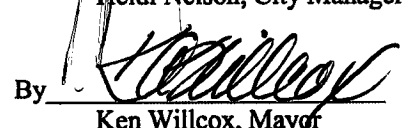
 Mary Elizabeth DeLaitre d/b/a Groundwork: The Foundation for City Building	City of Wayzata, MN By  Heidi Nelson, City Manager By  Ken Willcox, Mayor
---	--

Exhibit A:

Letters of Consultant dated September 8, 2014 and March 4, 2015



8 September 2014

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

Ref: Services Agreement

Mary deLaittre will provide the following services and deliverables for the City of Wayzata for the agreed upon budget as defined below:

Project Scope

Time frame: August – November 2014.

There are three primary components to this scope of work, each component informing the next:

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

Deliverables

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

Fees

Rate: \$200/hour
Approximate total hours: 120
Contract not-to-exceed amount: \$24,000

Supplemental Communications Services

These services include:

Build on Phase I Communications Scheme

- Develop interim communications plan
- Provide messaging content for updates

Hours, Fee and Deliverables

50 hours includes basic communication plan and content for 4 monthly updates on various communication platforms
Contract not-to-exceed amount \$6,000 (50 hours x \$120/hr)

Any changes to this agreement will need to be mutually agreed upon. Invoices will be submitted monthly and checks will be made out to Mary deLaittre.

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

Heidi Nelson
City Manager
City of Wayzata

Mary Elizabeth deLaittre

4 March 2015

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

Ref: Extended Service Agreement Phase 2 Lake Effect

Mary deLaittre and sub-consultants will provide the following general services and deliverables for the City of Wayzata as outlined in the Strategic Implementation Plan and defined below. Please see attached supplemental sheets for Jury and Initiative Board Selection Processes and City Council Roles and detailed 12-month work plan.

Strategic Implementation Services

Project Scope

Time frame: March 2015 – March 2016

There are three primary phases to this scope of work as defined by the Strategic Implementation Plan
Action Steps and Timeline:

- I. March – July Process to select and contract design team
- II. July – January 2016 Concept development and design delivery
- III. January – March 2016 Organizational development

Deliverables

Phase 1 (March – July 2015):

Identify and cultivate project partners
Write and distribute RFP
Select Designer Jury
Manage designer selection process and contract design team
Develop and implement communications and engagement plan

Phase 2 (July – January 2016):

Manage concept design process and delivery
Coordinate community and funder engagement
Identify and cultivate Initiative Committee (transition committee from Jury to Organizational Board)
Produce design concept public unveiling

Phase 3 (January – March 2016):

Manage transition period
Evaluate project and determine organizational development strategy/implementation
Launch Lake Effect Phase III – Organizational Development, Fund-raising and Schematic Design thru Construction

* All phases include on-going client interface and regular City Council updates.

Fee:

Rate: Reduced rate of \$150/hour (originally \$200/hour)

Phase 1 – 15 hours/week x 3 months - \$27,000

Phase 2 – 10 hours/week x 6 months - \$36,000

Phase 3 – 5 hours/week x 3 months - \$9,000

Contract not-to-exceed amount: \$72,000

OR For greater flexibility monthly retainer \$6000

Mary Elizabeth deLaittre

Supplemental Communications Services

These services are implemented on both a monthly basis (based on communications platform and schedule) and by project milestone and include:

- Develop and implement communications and engagement plan
- Project positioning and on-going message management, in consultation with project manager
- Media Relations – Write news releases and pitch local/regional media
- Website Refresh – Consult on design changes and review/update content
- E-News Refresh – Consult on design changes
- Develop content for internal channels (i.e., Lake Effect website and e-news); make content available for external channels managed by partners
- Participate and/or consult for community meetings and partner meetings, as needed
- Develop content for and/or edit print pieces, including flyers and reports, as needed

Fee:

Contract not-to-exceed amount \$15,000

Supplemental Graphic Design Services:

Services include building on Phase 1 design and providing visual/identity support where needed.

Fee:

Contract not-to-exceed amount \$5000

Misc. Expenses:

Design team interview stipend, designer selection process expenses, community engagement related expenses, printing, and other expenses to be determined and reviewed by client
not to exceed \$8000

Any changes to this agreement will need to be mutually agreed upon. Invoices will be submitted monthly and checks will be made out to Mary deLaittre.

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

Heidi Nelson
City Manager
City of Wayzata

Mary Elizabeth deLaittre

Extended Services Agreement Phase 2 Lake Effect
Supplemental Information
4 March 2015

Jury and Initiative Board Selection Processes and City Council Roles

Jury Selection:

The Wayzata City Council, with support from Consultant and Staff, will identify 1-2 City Council members to be on the jury as well as select the remaining 7-10 Jury members.

The process includes:

- 1-2 Council members will be selected by the full Council at regularly scheduled Council meeting
- The full Council will select the remaining 7-10 Jury members at a follow-up Council workshop
- Jury member selection, supported by Consultant and Staff, will focus on member professional expertise, institutional and community representation and funder/partner representation.
- The full Jury will be responsible for reviewing RFP responses, selecting three finalists, interviewing the finalists and selecting a winning design team.

Initiative Board Selection:

The Wayzata City Council will select the follow-up Initiative Board, which will build on the Jury and ultimately transition into a Board of Directors for the Proposed Lake Effect Development Organization.

The Process includes:

- The initial 1-2 City Council member/s appointed to Jury will remain on Initiative Board
- The full City Council will select the remaining 3-6 Initiative Board members at a Council workshop.
- Initiative Board selection, with Consultant and Staff support, will focus on member expertise and representation as it relates to the creation of a Lake Effect Development Organization
- The Initiative Board role will include meeting with the design team when in town and providing input related to concept development, project implementation and fundability.

Lake Effect Development Organization Board Selection:

The Wayzata City Council and the Initiative Board will select the final Lake Effect Development Organization Board. The process has yet to be defined but the Development Organization Board will build on the Initiative Board and reflect the needs of the fledgling Development Organization, project scope and funding requirements.

The Lake Effect Implementation Strategy Plan and Timeline

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Project Deliverables											
Ongoing Coordination, Staff and Council Communication	Ongoing Coordination, Staff and Council Communication	Ongoing Coordination, Staff and Council Communication	Ongoing Coordination, Staff and Council Communication	Ongoing Coordination, Staff and Council Communication	Ongoing Coordination, Staff and Council Communication	Ongoing Coordination, Staff and Council Communication	Ongoing Coordination, Staff and Council Communication	Ongoing Coordination, Staff and Council Communication	Ongoing Coordination, Staff and Council Communication	Ongoing Coordination, Staff and Council Communication	Ongoing Coordination, Staff and Council Communication
RFP - Research - Write - Staff and CC Review - Distribute Select Jury	RFP FAQ	Jury - Review Submissions - Select 3 Finalists - Interview 3 Finalists - Select Winner	Negotiate Design Team Contract Project Management Design Concept Development Select Initiative Board	Project Management Design Concept Development	Project Management Design Concept Development	Project Management Design Concept Development	Project Management Design Concept Development	Project Management Design Concept Development Unveil Final Design	Evaluate Project Develop Next Steps - Mission - Structure - Staff - Phasing - Funding - Board	Develop Next Steps - Mission - Structure - Staff - Phasing - Funding - Board	Develop Next Steps - Mission - Structure - Staff - Phasing - Funding - Board
Community and Stakeholder Engagement											
Civic Luncheon Partners - Identify - Introduce Project - Ask for Support			Community Meet the Designers Stakeholder/cultivation events/meetings	Stakeholder/cultivation events/meetings	Community Interim Design Presentation Stakeholder/cultivation events/meetings	Stakeholder/cultivation events/meetings	Stakeholder/cultivation events/meetings	Community Project Unveiling Stakeholder/cultivation events/meetings			
Communications											
Revise Website	Revise Website	Revise Website	Revise Website	Revise Website	Revise Website	Revise Website	Revise Website	Revise Website	Revise Website	Revise Website	Revise Website
Email Community Updates	Email Community Updates	Email Community Updates	Email Community Updates	Email Community Updates	Email Community Updates	Email Community Updates	Email Community Updates	Email Community Updates	Email Community Updates	Email Community Updates	Email Community Updates
Media Relations	Media Relations	Media Relations	Media Relations	Media Relations	Media Relations	Media Relations	Media Relations	Media Relations	Media Relations		Press Release
Communication Materials		Press Release	Press Release Community Meeting Communication Materials			Press Release Community Meeting Communication Materials		Press Release Community Meeting Communication Materials			



**Planning Report
Wayzata City Council
December, 2015**

File Case No: PR 2015-15
Applicant: City of Wayzata
Prepared By: Jeff Thomson, Director of Planning and Building
Project Summary: Repeal and replace the City of Wayzata relating to Telecommunications Antennas, Towers and Equipment (City Code § 801.31)

Background Information

On November 4th, the City Council reviewed the Telecommunication Ordinance and recommend that staff make three revisions to the Ordinance:

1. Add language that one of the purposes of the Ordinance is a goal of providing equal coverage and capacity throughout the City;
2. Remove the Section addressing Underground Equipment Storage; and
3. Allow installation of antennas Downtown if coverage and capacity cannot be achieved by installing antennas elsewhere.

Proposed Changes

Staff has drafted revisions to the Telecommunications Ordinance based on the City Council's discussion and direction. To demonstrate these revisions, Attachment A is a revised draft of the Ordinance and Attachment B is a redline copy of the ordinance presented to the Council on November 4th outlining the revisions. To provide background for all the issues addressed in the Ordinance, Attachment C is the November 4th City Council Meeting Minutes, and Attachment D is the full November 4 City Council Staff Report.

The following outlines the changes that have been made to the Ordinance:

1. To address the goals of providing equal coverage, Section 801.31.1 I. has been added that states "(e)ncourage consistent, high quality telecommunications services throughout the City".

2. The previous Section 801.31.5.G “Underground Equipment Storage” has been removed and the remaining Sections have been re-lettered. Additionally, the first sentence of the new Section 801.31.5.G “Ground-mounted Equipment” has been removed because it referenced the removed underground equipment storage language.
3. The previous version of the Ordinance allowed for some flexibility for the locations of telecommunications facilities. However, the ordinance did not allow for telecommunication facilities in the Downtown area because it prohibited telecommunications facilities in the Central Business District, Mixed Use Residential District, and Downtown Mixed Use District. City Staff has revised the Ordinance based on the Council’s discussion about discouraging telecommunication facilities Downtown, but allowing them if there is no other feasible location that provides adequate coverage and capacity.

Under the revised ordinance, telecommunications facilities would be allowed in the following locations:

- New telecommunications towers would only be allowed on the Wayzata West Middle School property and the City of Wayzata Public Works Facility. Telecommunication towers would not be allowed on any other properties.
- Telecommunications equipment would be allowed on existing public utility structures within street right-of-way. These are considered micro-cell facilities that increase capacity, but typically do not increase coverage in the area. Telecommunications equipment attached to existing public utility structures would be allowed in the right of way, anywhere in the community, including in residential areas.
- Telecommunications equipment would be allowed on existing buildings if they are zoned C-1, C-3, or PUD, and if the building is located within 300 feet of Wayzata Boulevard East.

City staff has revised the Ordinance to include the following language for telecommunications equipment attached to an existing building:

The City Council may, at its sole discretion, consider other sites if the Applicant demonstrates that all other sites that comply with the zoning district and distance requirements above have been considered and deemed infeasible to provide adequate coverage and/or capacity to a significant portion of the City of Wayzata. CUPs for other sites may be approved only after the Applicant demonstrates that there is no other location that complies with the zoning district and distance requirements above that the Telecommunications Equipment could be located on, and provide substantially the same coverage. In no case can Telecommunications Equipment be located in any residential zoning

district, or on parcels of land guided in the Comprehensive Plan for Parks or Public Open Space.

The proposed language would allow for telecommunications equipment to be located on buildings in Downtown. It would also allow for telecommunications equipment to be located on buildings that are greater than 300 feet from Wayzata Boulevard. The proposed language would allow for telecommunications equipment in these areas only if a site that is within C-1, C-3, or PUD and within 300 feet of Wayzata Boulevard could not provide adequate coverage or capacity. The Ordinance would, however, continue to prohibit telecommunications equipment attached to structures in parks, public open spaces, or residential areas.

Administration of the Ordinance

City staff has also made changes within the draft Ordinance pertaining to the administration of the Ordinance. Under the draft Ordinance that was reviewed at the November 4th City Council meeting, many types of telecommunications facilities would have only required administrative review by city staff, and not a CUP through the Planning Commission and City Council. The previous draft Ordinance would not have required a CUP for the following types of telecommunications facilities:

1. New Telecommunications Towers at the Public Works Facility or Wayzata West Middle School;
2. Antennas on the new or replacement tower at the Public Works Facility or Wayzata West Middle School;
3. Antennas on a public utility structure within the right-of-way; or
4. Antennas on an existing building within 300 feet of Wayzata Blvd E and on a parcel zoned C-1, C-3 or PUD.

Based on the August 17th workshop meeting with the vendors, and previous discussions with the City Council, city staff has updated the Ordinance to require a CUP for most telecommunications facilities, while allowing administrative review of new telecommunication facilities located on existing towers, or updates to existing telecommunications facilities.

Administrative Review

The following types of telecommunications facilities would only require a Telecommunications Facilities Permit, which is reviewed and approved or denied by the Zoning Administrator:

1. Modifications of an existing tower or base station that does not substantially change the physical dimensions of the tower or base station and is otherwise an

“eligible facilities request” under federal FCC rules. The City Council would still review and approve changes to any lease with the telecommunications facility’s operator on the City’s water tower, as the City is the owner and operator of the water tower. The ownership rights of the City are separate from the zoning requirements, which apply to all property owners in the City.

2. New telecommunications equipment located on a telecommunications tower that has an approved CUP. The City would be required to obtain a CUP if the City constructs and operates a telecommunications tower at Wayzata Middle School or Wayzata Public Work properties. However, each individual telecommunications operator would not need a separate CUP to place their antennas and equipment on the tower. Again, the City Council would still review and approve any leases on the telecommunications tower if the City was the owner and operator of the tower.

Staff believes that the administrative review is appropriate for two reasons. First, the administrative review would apply only to existing telecommunications facilities or locations. Any new telecommunications facility or location would require a CUP. The administrative review allows a simpler process for telecommunications operators to update their existing equipment and facilities in a manner that is consistent with the new ordinance. Second, the proposed ordinance would be consistent with the City’s current practices, which does not require zoning approval for updates to existing antennas and equipment, but does require City Council approval of the any changes to the lease.

City staff has also added a section to the Ordinance (801.31.6.C) which establishes the process and procedures for administrative review of a Telecommunications Facilities Permit. The telecommunication facility would still need to meet all standards outlined in the ordinance, and city staff would not have the authority to approve any deviations or variances from the Ordinance requirements.

City Council Review

All other types of telecommunications facilities that are not expressly included as administrative review, and that are allowed by the new Ordinance, would require a Conditional Use Permit (CUP). The CUP process includes public notice and public hearing, Planning Commission review and recommendation, and final decision by the City Council.

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 First Reading of Ordinance 756 included as Attachment B of this Report.

2. If the Council wishes to significantly modify the Ordinance, the Council should direct staff to prepare a revised Ordinance for review and adoption at the next Council meeting.

Attachments:

Attachment A: Telecommunications Ordinance

Attachment B: Redline Telecommunications Ordinance

Attachment C: November 4, 2015 City Council Meeting Minutes

Attachment D: November 4, 2015 City Council Staff Report

SECTION 31

**COMMERCIAL TELECOMMUNICATIONS FACILITIES AND RESIDENTIAL
ACCESSORY COMMUNICATIONS DEVICES**

Section 801.31:

- 801.31.1:** Purpose and Intent
- 801.31.2:** Definitions
- 801.31.3:** Existing Telecommunications Equipment
- 801.31.4:** Building and Design Standards and Allowed Locations for Telecommunications Facilities
- 801.31.5:** General Standards for Telecommunication Facilities
- 801.31.6:** Applications for Telecommunications Facilities
- 801.31.7:** Revocation of Permit
- 801.31.8:** No Recourse Against the City
- 801.31.9:** Indemnification
- 801.31.10:** Severability
- 801.31.11:** Residential Accessory Uses

1. Purpose and Intent.

The purpose of this section is to establish objective and balanced regulations for the siting, screening and operation of wireless telecommunication facilities and equipment in order to accommodate Wireless Communication systems within the City while minimizing any adverse impacts on the City's natural resources, aesthetics, public spaces, surrounding neighborhood property values, and the general health, safety and public welfare, all as allowed under applicable Federal law. This section recognizes that these wireless communication systems provide a valuable service to the public but that they are not a public utility. The specific purposes of this section are to:

- A. Specify allowed locations of commercial Telecommunication Facilities and Towers in the City;
- B. Protect residential, recreational and park areas from encroachment by commercial operations, including, but not limited to, Telecommunication Facilities and Towers;
- C. Minimize adverse visual impacts of Telecommunication Facilities and Towers through careful design, optimum siting, appropriate landscaping, innovative camouflaging techniques and stealth poles;
- D. Require, where possible, the co-location of Telecommunications Towers and Antennas support structures on Towers or existing structures as a primary option rather than construction of multiple single-use Towers;

- 1
2 E. Require utilization of technological designs that either eliminate or reduce the
3 need for erection of new Tower structures to support Telecommunications
4 Facilities;
5
6 F. Minimize potential damage to property caused by Telecommunication Facilities
7 and Towers by ensuring such structures are soundly and carefully designed,
8 constructed, modified, maintained, and removed when no longer used or are
9 determined to be structurally unsound;
10
11 G. Ensure that Telecommunication Facilities and Towers are compatible with
12 surrounding land uses;
13
14 H. Provide development standards for Wireless Telecommunication Facilities that
15 are consistent with the requirements of the Federal Telecommunications Act of
16 1996, as amended, or other applicable Federal, State and local laws, statutes,
17 ordinances and regulations;
18
19 I. Encourage consistent, high quality telecommunications services throughout the
20 City.
21

22 **2. Definitions.**
23

24 For the purposes of this section, the terms below have the meaning given to them, unless
25 the context clearly indicates a different meaning:
26

- 27 A. **“Accessory Equipment”** means the wires, cables, generators, air conditioning
28 units, and other equipment or facilities that are used in conjunction with
29 Telecommunication Facilities and Telecommunication Equipment
30
31 B. **“Applicant”** means any person or entity who files an application for any permit
32 or is party to any lease agreement required by this Ordinance for the construction,
33 replacement, installation, or alteration of wireless communication facility or any
34 component thereof.
35
36 C. **“Antenna”** means any exterior transmitting or receiving device mounted on a
37 Tower, Monopole, building, or other structure and used in communications that
38 radiate or capture electromagnetic waves, digital signals, analog signals, radio
39 frequencies (excluding radar signals), wireless telecommunications signals or
40 other communications signals. “Antenna” does not include a lightning rod.
41
42 D. **“Antenna Support Structure”** means any new or existing Telecommunications
43 Tower, building, water tower, or electric transmission tower carrying over 200
44 kilo volts of electricity that can be used for the location of Antennas without
45 increasing the height or mass of the existing structure.
46

- 1 E. **“Engineer”** means a radio, electrical, structural, or mechanical engineer licensed
2 by the State of Minnesota.
3
- 4 F. **“Equipment Shelter”** means an enclosed structure at the base of or near a
5 Telecommunication Facility, Tower, or Antenna within which are housed, among
6 other things, batteries, generators, air conditioning units, wireless communications
7 or electrical equipment, or other Accessory Equipment, which may be connected
8 to the Telecommunications Facility, Tower or Antenna by cable.
9
- 10 G. **“Co-location”** means the sharing of structures by two or more wireless service
11 providers on a single support structure or otherwise sharing a common location.
12
- 13 H. **“Monopole”** means a slender self-supporting Tower used to support Antennas
14 and Accessory Equipment.
15
- 16 I. **“Permit Holder”** a person or entity who holds a permit issued pursuant to this
17 Ordinance for a Telecommunications Facility.
18
- 19 J. **“Public Utility Structure”** means a structure which is owned by a governmental
20 agency or utility company and which is used to support illumination devices or
21 lines and other equipment carrying electricity or communications.
22
- 23 K. **“Residential Accessory Communication Devices”** means any satellite dishes,
24 television Antennas, radio Antennas, amateur (ham) radio Antennas, and similar
25 communication transmission/reception devices and associated Accessory
26 Equipment that are a permitted accessory use within a residential district.
27
- 28 L. **“Stealth Design”** means state-of-the-art design techniques used to blend the
29 object into the surrounding environment and to minimize the visual impact as
30 much as reasonably possible. Examples of stealth design techniques include
31 architecturally screening roof-mounted Antennas and Accessory Equipment;
32 integrating Telecommunications Facilities into architectural elements; nestling
33 Telecommunications Facilities into the surrounding landscape so that the
34 topography or vegetation reduces their view; using the location that would result
35 in the least amount of visibility to the public, minimizing the size and appearance
36 of the Telecommunications Facilities; and designing Towers to appear other than
37 as Towers, such as light poles, power poles, flag poles, and trees.
38
- 39 M. **“Telecommunications Equipment”** means Antennas and Accessory Equipment.
40
- 41 N. **“Telecommunications Facilities”** means any facility or location maintained by a
42 commercial enterprise where Telecommunications Equipment or
43 Telecommunications Tower is located.
44

45 The following shall not be considered Telecommunication Facilities:
46

1. Licensed amateur (ham) radio Antennas, regulated under subsection 801.31.11 below.
 2. Television Antennas and satellite dish Antennas for reception within individual homes or businesses, regulated under subsection 801.31.11 below.
 3. Temporary Telecommunication Facilities placed in service during an emergency declared by a government agency or for special events requiring wireless service capacity or coverage that is not available from existing Telecommunication Facilities.
- O. **“Telecommunications Tower” or “Tower”** means any of the following: a ground or roof mounted pole; spire; free standing, self-supporting lattice or monopole structure; or combination thereof taller than twenty-five (25) feet, including but not limited to supporting lines, cables, wires, braces, and masts, intended primarily for the purpose of mounting an Antenna, meteorological device, or similar apparatus above grade (except amateur radio Antennas).
- P. **“Wireless Communications”** means any personal wireless services as defined in the Federal Communications Act of 1996, including FCC licensed commercial wireless Telecommunications services including, but not limited to, cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), global system of mobile communication (GSM), paging and similar services that currently exist or may be developed.
3. **Existing Telecommunications Equipment.**
- Existing Telecommunications Equipment located on or attached to an existing Antenna Support Structure, prior to the adoption of this Ordinance, are regulated by the provisions of the zoning district for each such parcel containing said Antenna Support Structure. Once the leases for existing Telecommunications Equipment expire or are otherwise terminated, the owner of the Telecommunication Equipment shall apply for a Telecommunication Facilities Permit or Conditional Use Permit as outlined in Section 801.31.4 of this Ordinance, and the existing Telecommunications Equipment shall be required to conform to all requirements of this Ordinance for new Telecommunication Facilities. The City may, among other remedies, require relocation of Telecommunications Equipment, at the owner’s expense, to permitted areas under this Ordinance.
4. **Building and Design Standards and Allowed Locations for Telecommunications Facilities.** All Telecommunications Facilities shall be constructed and maintained in accordance with the following standards:
- A. **Telecommunication Facilities Permit.**

1
2 Prior to the construction or operation of the following types of
3 Telecommunications Facilities, the owner and operator of the
4 Telecommunications Facility must obtain a permit for the Telecommunications
5 Facilities according to the provisions of this Ordinance, termed a
6 “Telecommunications Facilities Permit”:
7

- 8 1. Eligible Facilities Request. Notwithstanding the above, nothing in this
9 Section 4 shall be read to allow the City to prohibit a Telecommunication
10 Facilities Permit based solely upon a request by the owner/operator for
11 modification of an existing tower or base station that does not
12 substantially change the physical dimensions of such tower or base station
13 and is otherwise an “eligible facilities request” under 47 U.S.C. Section
14 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be amended.
15
- 16 2. New Telecommunications Equipment may be located on a
17 Telecommunications Tower allowed under Section 801.31.4.B(1) that has
18 an approved Conditional Use Permit only if the Applicant complies with
19 the following requirements:
20
 - 21 a. The Applicant shall provide documentation and/or an analysis
22 prepared by a radio or electrical engineer demonstrating that the
23 proposed location of the Telecommunications Equipment is
24 necessary to meet the coverage and capacity needs of its system.
25 The Applicant shall provide a network map describing all of the
26 Applicant’s Telecommunications Facilities which provide any
27 coverage within the City’s limits. The documentation and/or
28 analysis shall also show the Telecommunications Equipment
29 would not cause interference with other existing or approved
30 Telecommunications Equipment. The Applicant shall also pay the
31 reasonable expenses of a radio or electrical engineer retained by
32 the City, at the City’s option, to review this analysis;
33
 - 34 b. The Telecommunications Equipment shall use as many Stealth
35 Design techniques as reasonably possible and include non-
36 proprietary information on Stealth Design technology. Economic
37 considerations or hardships shall not be the sole justification for
38 failing to provide Stealth Design techniques.
39

40 **B. Conditional Use Permit.**

41
42 Telecommunication Facilities may not be located on any locations other than
43 those that are designated in Section 801.31.4.A unless the Applicant first obtains a
44 Conditional Use Permit for the Telecommunications Facility. The
45 Telecommunications Facility must comply with the provisions of this section, and
46 the provisions of Section 801.04.2.F of this Ordinance:

- 1
2 1. Telecommunications Towers shall be located only on the following
3 parcels owned and/or controlled by the City of Wayzata:
4

5

<u>Property Name</u>	<u>Property Identification Number</u>
City of Wayzata Public Works Facility	01-117-23-22-0004
Wayzata West Middle School	06-117-22-22-0008

8

- 9 a. The Telecommunications Tower and Antenna, including
10 attachments other than lightning rods, shall not exceed 150 feet in
11 height, measured from grade. The City Council may, but shall not
12 be required to, increase this height up to 190 feet if the Council
13 finds the increase in height would not have a significant visual
14 impact, would not have a negative property value impact on
15 surrounding properties because of proximity, topography or
16 screening by trees or buildings or would accommodate two or
17 more users. The City Council may waive this height limitation for
18 a Telecommunications Tower and/or Antenna if used wholly or
19 partially for essential public services, such as public safety.
20
21 b. The Telecommunications Tower shall use as many Stealth Design
22 techniques as reasonably possible and include non-proprietary
23 information on stealth design technology. Economic
24 considerations or hardships shall not be the sole justification for
25 failing to provide Stealth Design techniques.
26

- 27 2. Telecommunications Equipment may be attached to an existing Public
28 Utility Structure within a right of way according to the following
29 standards:
30

- 31 a. The Antenna shall not extend more than fifteen (15) feet above the
32 top of the existing Public Utility Structure.
33
34 b. The Antenna shall be no larger than three (3) cubic feet and has no
35 individual surface larger than four (4) feet.
36
37 c. The Antenna shall not extend outward from the utility structure by
38 more than three (3) feet.
39
40 d. There shall be no ground mounted equipment as long as the
41 existing Public Utility Structure is available for the mounting of
42 such equipment.
43
44 e. There shall be no interference with public safety communications
45 or with the original use of the Public Utility Structure.
46

1 f. The Applicant shall agree that the Telecommunications Equipment
2 must be removed and relocated, at the Applicant's expense, if the
3 road authority requires the removal and relocation of the Public
4 Utility Structure.

5
6 3. Telecommunications Equipment may be attached to an existing building
7 according to the following standards:

8
9 a. The Applicant shall provide documentation and/or an analysis
10 prepared by a radio or electrical engineer demonstrating that the
11 proposed location of the Telecommunications Equipment is
12 necessary to meet the coverage and capacity needs of its system.
13 The Applicant shall provide a network map describing all of the
14 Applicant's Telecommunications Facilities which provide any
15 coverage within the City's limits. The documentation and/or
16 analysis shall also show the Telecommunications Equipment
17 would not cause interference with other existing or approved
18 Telecommunications Equipment. The Applicant shall also pay the
19 reasonable expenses of a radio or electrical engineer retained by
20 the City, at the City's option, to review this analysis;

21
22 b. The Telecommunications Equipment shall use as many Stealth
23 Design techniques as reasonably possible. Economic
24 considerations or hardships shall not be the sole justification for
25 failing to provide Stealth Design techniques;

26
27 c. The building upon which the Antenna is attached to, shall be
28 located on a parcel of land zoned C – 1 Office and Limited
29 Commercial District, C-3 Service District, or PUD Planned Unit
30 Development, and the building upon which the Antenna is to
31 attached to must be located within 300 feet of the Wayzata Blvd
32 East right-of-way.

33
34 The City Council may, at its sole discretion, consider other sites if
35 the Applicant demonstrates that all other sites that comply with the
36 zoning district and distance requirements above have been
37 considered and deemed infeasible to provide adequate coverage
38 and/or capacity to a significant portion of the City of Wayzata.
39 CUPs for other sites may be approved only after the Applicant
40 demonstrates that there is no other location that complies with the
41 zoning district and distance requirements above that the
42 Telecommunications Equipment could be located on, and provide
43 substantially the same coverage. In no case can
44 Telecommunications Equipment be located in any residential
45 zoning district, or on parcels of land guided in the Comprehensive
46 Plan for Parks or Public Open Space.

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- d. The Antenna shall be attached to the façade of the building or attached on or within a rooftop screening wall (i.e. §801.09.7.2). A façade mounted Antenna shall not extend above the cornice line and a rooftop or screening wall mounted Antenna shall not extend more than fifteen (15) feet above the screening wall. Façade and screening wall mounted Antenna shall, as closely as possible, match the color of the underlying building material.
 - e. Accessory Equipment shall be entirely located within an existing structure or within rooftop parapet screening walls whenever possible. If a new equipment building is necessary, it shall be situated to the rear or side of the principal use and shall be screened from view by landscaping where appropriate. If a new equipment building is necessary, the building shall be constructed of materials and color scheme compatible with the principal building.

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19 **5. General Standards for Telecommunication Facilities.**

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21 All Telecommunications Facilities must comply with the following standards (although
22 nothing in this Section 5 shall be read to allow the City to prohibit a Telecommunication
23 Facilities Permit based solely upon a request by the owner/operator for modification of an
24 existing tower or base station that does not substantially change the physical dimensions
25 of such tower or base station and is otherwise an “eligible facilities request” under 47
26 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be
27 amended.) :

- 28
29 A. **Vertical projection on Antenna support structures.** Antennas mounted on an
30 existing Antenna Support Structure shall not extend more than 15 feet above the
31 height of the structure to which they are attached. Wall or façade-mounted
32 Antennas shall not extend above the cornice line and shall be constructed of a
33 material or color that matches the exterior of the building.
34
35 B. **Horizontal projection.** Antennas shall not project out from the side of the
36 existing Antenna Support Structure, Telecommunications Tower, or wall or
37 facade by more than three feet.
38
39 C. **Fall Zone Analysis.** The Applicant must submit a fall zone analysis report
40 completed by a qualified and licensed engineer that shows the
41 Telecommunications Facilities do not pose a threat to general health, safety and
42 welfare of the City.
43
44 D. **Setbacks.** Telecommunications Facilities shall meet the building setback that is
45 established for the zoning district where it is to be located, and the following
46 additional standards:

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1. A Telecommunications Tower shall be set back from all residential property lines at least one (1) foot for each foot in height, but shall have a minimum setback of at least one hundred (100) feet. The Tower setbacks may be increased by the City Council dependent on the results of the engineered fall zone analysis report submitted by the Applicant as part of the permit application.
 2. Towers and Telecommunications Equipment shall not encroach upon any easements unless written permission is obtained from the underlying property owner burdened by the easement and the beneficiary of the easement.
 3. The required setbacks may be reduced or the location in relation to a public street modified, at the sole discretion of the City Council, when the Telecommunications Equipment is integrated into an existing or proposed structure such as a building, light or utility pole.
- E. **Height.** The height of an Antenna and/or Telecommunications Tower shall be the minimum necessary to meet the Applicant's coverage and capacity needs, as verified by an electrical engineer or other appropriate professional. Any new or replacement Tower and Antenna, including attachments other than lightning rods, shall not exceed 150 feet in height, measured from grade. The City Council may, but shall not be required to, increase this height up to 190 feet if the Council finds: (1) the increase in height would not have a significant visual impact, (2) would not have a negative property value impact on surrounding properties because of proximity, topography or screening by trees or buildings or (3) would accommodate two or more users.
- F. **Exterior surfaces.** Towers and Antennas shall be painted a non-contrasting color consistent with the surrounding area such as: blue, gray, green, brown, or silver, or have a galvanized finish to reduce visual impact. Metal Towers shall be constructed of, or treated with, corrosion-resistant material.
- G. **Ground-mounted equipment.** Ground-mounted Accessory Equipment and/or equipment storage facilities shall be architecturally designed to blend in with the surrounding environment, including the principal structure and/or shall be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and compliments the character of the surrounding neighborhood. No more than one Equipment Shelter or accessory building is permitted for each Tower. Equipment Shelters or accessory buildings shall be designed to accommodate additional space needed for the co-location of additional Antennas at the site. The additional space must either be built within the first shelter/building or that shelter/building must be designed to allow for future expansions and/or additions. Design of the building or equipment cabinet, screening, and landscaping are subject to applicable Design Standards criteria

1 under Section 801.09 of the Wayzata Zoning Ordinance. The Applicant shall be
2 responsible for maintaining the structure in a high-quality condition. If the
3 Applicant abandons or vacates the structure, it shall be forfeited to the City or torn
4 down by the Applicant at their expense, at the discretion of the City Council.
5

6 H. **Construction.** Telecommunications Facilities shall be in compliance with all
7 buildings and electrical code requirements. All applicable federal, state and local
8 agency licenses and/or permits shall be obtained. A Telecommunications Tower
9 shall be designed and certified by a licensed structural engineer to be structurally
10 sound and in conformance with the building code. Structural design, mounting
11 and installation of the Telecommunications Facilities shall be in compliance with
12 the manufacturer's specifications. If, upon inspection, the City concludes that a
13 Tower or other portion of a Telecommunications Facility fails to comply with
14 such codes and standards and constitutes a danger to persons or property, then
15 upon notice being provided to the owner of the Telecommunication Facility or
16 Tower, the owner shall have thirty (30) days to bring such Tower or
17 Telecommunication Facility into compliance with such standards. Failure to
18 bring such Tower or Telecommunication Facility into compliance with such
19 thirty-day period shall constitute grounds for the removal of the Tower or
20 Telecommunication Facility at the owner's expense.
21

22 I. **Interference with Public Safety Telecommunications.** No Telecommunications
23 Tower or Telecommunications Facility shall interfere with public safety
24 Telecommunications. All Towers and Telecommunication Facilities shall comply
25 with FCC regulations and licensing requirements.
26

27 J. **Security Fencing and Screening.** Telecommunication Facilities and Towers
28 shall be enclosed by security fencing not less than the height of the equipment
29 located therein and shall also be equipped with an appropriate anti-climbing
30 device. Fencing within one hundred (100) feet of a residential or parking property
31 shall be constructed of a well-designed fence of wood or other environmentally
32 sound material, and be compatible with the surrounding character of the area.
33 The Telecommunication Facilities and Towers shall also include a landscape
34 screen, at least six (6) in height, around the perimeter of equipment area, as
35 approved by the City Council.
36

37 K. **Other Protections.** The City may require shields to protect from ice falling
38 from Towers, anti-climbing devices to prevent unauthorized persons from
39 climbing Towers, or other appurtenances necessary to protect life and property.
40

41 L. **Noise.** If the proposed Telecommunications Facility includes equipment that
42 causes significant sound levels, sound buffers may be required including but not
43 limited to, baffling, barriers, enclosures, walls and plantings. The Applicant shall
44 submit an acoustical analysis (measured to the property line) and report prepared
45 by a licensed and/or accredited sound engineer certifying that the noise to be
46 generated from the proposed Telecommunication Facility shall not impact

adjacent properties. Said report shall include, without limitation, a written description of all noise generated by the Facility, including retractable monopole motors, Antenna rotators, power generation, heating or air conditioning, and related equipment, and shall include the estimated times, frequency, duration and decibel levels of the noise. All equipment shall conform to Minnesota Pollution Control Agency decibel standards.

- M. **Sensitive Habitats.** No Telecommunication Facility shall be located in environmentally sensitive habitats, including but not limited to wetlands, shorelines, established animal habitats, conservation districts, and significant tree groups, unless mitigation measures can be adopted which would reduce potential impacts to levels of non-significance.
- N. **Radio Frequency Emissions.** Telecommunications Facilities shall comply with Federal Communication Commission standards for radio frequency emissions and interference.
- O. **Interference.** No Telecommunication Facility shall be permitted that causes interference with commercial or private use and enjoyment of other legally operating telecommunications devices including, but not limited to, radios, televisions, personal computers, telephones, personal communications devices, garage door openers, security systems, and other electronic equipment and devices in violation of any Federal Communication Commission standards relating to radio frequency interference. Unless otherwise prohibited by Federal Communication Commission standards, an Applicant shall furnish a state registered engineer's certification that no such interference shall occur, or identify what interference may occur and how the Applicant shall mitigate any potential interference that may occur.
- P. **Risk of Danger.** Telecommunications Facilities and Towers shall not pose a risk of explosion, fire, or other danger due to its proximity to volatile, flammable, explosive or hazardous materials. Telecommunication Facilities, Towers, Antennas, and Accessory Equipment shall be subject to state and federal regulations pertaining to non-ionizing radiation and other health hazards related to such Facilities. If new, more restrictive standards are adopted, the Facilities shall be made to comply or continued operations may be restricted by the City Council. The cost of verification of compliance shall be borne by the Applicant.
- Q. **Maintenance.** All Telecommunication Facilities and Towers shall at all times (i) be kept and maintained in good condition, order and repair so that the same shall not menace or endanger the life or property of any person, and (ii) allow sufficient access for service vehicles and personnel. Maintenance of equipment shall be scheduled for between 7:00am-6:00pm, Monday through Friday, unless in case of emergency or otherwise agreed to by the City. Service vehicles for equipment maintenance shall be parked on city streets, unless paved and screened off-street is available at the site. In the case of maintenance of Telecommunication

1 Facilities on the City Water Tower, service vehicles shall park on the service
2 entrance of the City Water Treatment Plant, whenever possible.
3

4 **R. Co-location opportunity.** The Applicant, the Tower owner, the landowner,
5 and their successors and assigns shall allow the shared use of the Tower if an
6 additional user agrees in writing to meet reasonable terms and conditions for
7 shared use, shall submit a dispute over the potential terms and conditions to
8 binding arbitration, and shall sign the Conditional Use Permit agreeing to these
9 requirements. The City Council may waive these co-location requirements if
10 necessary to implement stealth design.
11

12 1. All Telecommunications Facility providers shall cooperate with each other
13 in co-locating Telecommunication Facilities and shall exercise good faith
14 in co-locating with other licensed carriers and in the sharing of sites,
15 including the sharing of technical information necessary to evaluate the
16 feasibility of collocation. In the event a dispute arises as to a co-location
17 issue, the City may require a third-party technical study to evaluate the
18 feasibility of co-locating at the expense of each wireless
19 telecommunications providers involved in the third-party study;
20

21 2. All proposed new Telecommunications Towers shall be designed to
22 accommodate both the Applicant's Antennas and Antennas for as many
23 other licensed carriers as can be technically located thereon, but not less
24 than one additional;
25

26 3. All new Telecommunications Facilities and Towers owned by a
27 telecommunications provider shall be made available for use by the owner
28 or initial user thereof, together with as many other licensed carriers as can
29 be technically located thereon, but not less than one additional;
30

31 4. All proposed new Telecommunications Towers shall be designed to allow
32 for future rearrangement of Antennas or Tower modifications, and to
33 accept Antennas mounted at varying heights unless the City otherwise
34 agrees in order to accommodate Stealth Design techniques;
35

36 **S. Successors and Assigns.** Any Permit or lease for a Telecommunications Facility
37 shall run with the Property, and shall be binding upon and inure to the benefit of
38 the parties, their respective successors, personal representatives, and assigns.
39

40 **T. External messages.** No advertising message or identification signs, other than
41 warning or equipment information signs as legally required, shall be affixed to the
42 Telecommunications Facilities.
43

44 **U. Lighting.** Telecommunications Facilities or Towers shall not be artificially
45 illuminated unless required by law or by a governmental agency to protect the
46 public's health and safety or unless necessary to facilitate service to ground-

1 mounted equipment. Any lighting or artificial illumination utilized shall be
2 shielded and not cast glare onto adjacent properties. All lighting shall be
3 measured to the property line.
4

5 V. **On-site employees.** There shall be no employees on the site at a
6 Telecommunications Facility on a permanent basis. Occasional or temporary
7 repair and service activities are allowed.
8

9 W. **Advances in Stealth Technology.** Whenever an applicant proposes to install
10 and/or replace antennas or other telecommunications equipment, the Applicant
11 shall submit a report describing all available technology for installation or
12 replacement. The report shall include the purpose of equipment to be installed
13 (expand coverage, expand capacity, expand bandwidth, etc.) and the performance
14 specifications and physical dimensions of the equipment. The report conclusions
15 must provide an analysis of performance versus visual impacts and/or stealth
16 technology. The City retains the right to evaluate the reports analysis and perform
17 a third party technical review at the applicants cost. The City shall have the ability
18 to require the stealth or lower visual profile equipment based on the third party
19 technical recommendation.
20

21 X. **Removal.** After one hundred twenty (120) days' notice from the City to the
22 Permit Holder all Telecommunications Facilities, Antennas, or Towers shall be
23 required to be removed at the Permit Holder's expense, if such improvement is
24 found to be in violation of any portion of this Ordinance by the City and such
25 violation is not cured within such thirty day time period. Obsolete or unused
26 Telecommunications Facilities and all related equipment shall be removed within
27 six (6) months after cessation of their use at the site, unless an exemption is
28 granted by the City Council. Telecommunications Facilities and related
29 equipment that have become hazardous shall be removed or made not hazardous
30 within 30 days after written notice to the current Permit Holder and to any
31 separate landowner, unless an exemption is granted by the City Council. Notice
32 may be made to the address listed in the application, unless another one has
33 subsequently been provided, and to the taxpayer of the property listed in the
34 Hennepin County tax records. Telecommunications Facilities and all related
35 equipment that are not removed within this time are declared to be public
36 nuisances and may be removed by the City. The City may assess its costs of
37 removal against the Property.
38

39 Y. **No Recourse Against the City.** Every permit shall provide that, without limiting
40 such immunities as the City or other persons may have under applicable law, an
41 Applicant/Permit Holder shall have no monetary recourse whatsoever against the
42 City or its elected officials, boards, commissions, agents, employees or volunteers
43 for any loss, costs, expense or damage arising out of any provision or requirement
44 of this Ordinance or because of the enforcement or lack of enforcement of this
45 Ordinance or the City's exercise of its authority pursuant to this Ordinance, a
46 permit, a lease, or other applicable law, unless the same shall be caused by

1 criminal acts or by willful gross negligence. Nothing herein shall be construed as
2 a waiver of sovereign immunity.
3

4 **6. Applications for Telecommunications Facilities**

- 5
- 6 A. An application for a Telecommunications Facility Permit for modification of an
7 existing tower or base station that does not substantially change the physical
8 dimensions of such tower or base station shall include information sufficient to
9 demonstrate that the modification meets the standards set forth in 47 C.F.R.
10 Section 1.40001.
11
- 12 B. For all other applications for Telecommunications Facilities, including
13 Telecommunication Facilities Permit or Conditional Use Permit, the following
14 requirements apply. In addition to an Applicant's name, address, certificate of
15 survey, grading and landscaping plans, and other such similar information, an
16 application for a permit under this Section shall include the following:
17
- 18 1. A scaled site plan clearly indicating the location, type and height of the
19 proposed Telecommunication Facility, Tower, or Antenna, on-site land
20 uses and zoning, adjacent land uses and zoning, adjacent roadways,
21 proposed means of access, setbacks from property lines, elevation
22 drawings of the proposed equipment and any structures, topography,
23 parking and any other information deemed by the City Staff to be
24 necessary to assess compliance with this Section.
25
 - 26 2. A visual simulation of the proposed Telecommunication Facility Tower or
27 Antenna. Visual simulation shall consist of either a physical mock-up of
28 the Telecommunication Facility Tower or Antenna, balloon simulation,
29 computer simulation, photo simulation, or other similar simulation. In
30 instances where the proposed Telecommunications Facility Tower or
31 Antenna is located near a residential area, photo simulations shall be
32 submitted of the proposed Telecommunication Facility Tower or Antenna
33 from the nearest residential neighbors unless the owners of such
34 residential property refuse to allow the required photo to be taken.
35
 - 36 3. A report from a qualified and licensed professional engineer which:
37
 - 38 a. Demonstrates that the Telecommunication Facility, Tower,
39 Antenna and/or Accessory Equipment comply with the structural
40 and electrical standards of this Section.
41
 - 42 b. Describes the Tower height, if utilized.
43
 - 44 c. Documents the height above grade for all potential mounting
45 positions for co-locating Antennas and the minimum separation
46 distance between Antennas.

- d. Describes the Tower's capacity, if utilized, including the number and type of Antennas it can accommodate.
 - e. A network map describing all of the Applicant's Telecommunications Facilities which provide any coverage within the City's limits.
 - f. Documents what steps the Applicant shall take to avoid interference with established public safety Telecommunications.
 - g. Includes an engineer's stamp and registration number.
4. A written statement acknowledging that failure to comply with this Section and the conditions of permit approval shall result in the revocation of the permit and removal of the Telecommunications Facility, Antenna, and/or Tower;
 5. Documentation that the Applicant has applied for and/or obtained any licenses and/or approvals that are required by federal and state agencies.
 6. A written statement indicating that the expenses incurred by the City to review and process the application, and to enforce the provisions of the permit shall be reimbursed by the Applicant.
 7. A written statement which requires the Applicant to utilize the procedures established by the Federal Communications Commission to resolve any complaints received relating to interference allegedly caused by the Telecommunications Facility, Antenna, and/or Tower.
 8. A written statement indicating that the Applicant shall cooperate in good faith and fair dealing in co-locating Telecommunications Facilities, Antenna and/or Towers.
 9. A written statement indicating that the Telecommunications Facility, Antenna, and/or Tower shall be maintained in good and safe condition and its original appearance and concealment, disguise or camouflage elements incorporated into the design at the time of approval shall be preserved. Such maintenance shall include, but not be limited to, painting, repair of equipment, and maintenance of landscaping.
 10. A written statement authorizing the City to conduct periodic inspections to determine that the Telecommunications Equipment complies with the provisions of this Section, any conditions of approval and all safety and building codes and permits issued. This statement shall give the City the right to conduct such inspections at any time upon a reasonable notice of

1 five (5) business days to the Applicant, and that all expenses related to
2 such inspections shall be borne by the Applicant.
3

4 11. A written statement indicating that the Applicant understands that
5 Telecommunications Facilities, Antennas, and/or Towers which have not
6 been used for six (6) months shall be deemed abandoned, and shall be
7 removed pursuant to this Section.
8

9 12. A written statement requiring the Applicant or current Permit Holder to
10 notify the City that the Telecommunications Facility, Antenna, and/or
11 Tower continue to be in operation. The notice of continuing operation
12 shall be sent to the City Manager annually by certified mail within the last
13 two (2) weeks of the month of December. The City shall provide written
14 notice of failure to provide the required statement with a requirement that
15 such statement be provided within 14 days from the date of such notice.
16

17 **C.** Telecommunications Facilities Permit. The Zoning Administrator may review an
18 application for a Telecommunication Facilities Permit, according to the following
19 procedures:
20

21 1. Standards of Review. The review of a Telecommunications Facilities
22 Permit is subject to the standards outlined in Section 801.31.4 for the type
23 of Telecommunications Facility being proposed, and the General
24 Standards for Telecommunication Facilities outlined in Section 801.31.5.
25

26 2. Decision: The Zoning Administrator will render a decision of approval or
27 denial within 60 days, and serve a copy of the decision to the Applicant by
28 mail.
29

30 3. Term of Approval. If approved by the Zoning Administrator, the work
31 authorized under a Telecommunications Facility Permit must be
32 completed within six (6) months after the date of its issuance, or the
33 permit shall become null and void.
34

35 4. Appeal. At any time within thirty (30) days after a written order,
36 requirement, determination or final decision has been made by the Zoning
37 Administrator or other official interpreting or applying this Section, except
38 for actions taken in connection with prosecutions for violations thereof,
39 the Applicant or any other person affected by such action may appeal the
40 decision in accordance with the provisions Section 801.06 of this
41 Ordinance.
42

43 **D.** Conditional Use Permit. The City shall process all applications for Conditional
44 Use Permits in a timely manner and in accordance with established procedures
45 and City Code 801.04.
46

1 **7. Revocation of Permit.**

2
3 A material breach of any terms and conditions of a permit issued for a
4 Telecommunication Facility under this Section and the Zoning Ordinance may result in
5 the revocation of the permit by the City. Penalties for a violation of a permit or this
6 Section may include fines and removal of the Telecommunication Facility, Tower, or
7 Antenna at the Applicant's/Permit Holder's expense.
8

9 **8. No Recourse Against the City.**

10
11 Every application for and issued permit shall provide a written acknowledgement,
12 agreement and release from the Applicant and Permit Holder that, without limiting such
13 immunities as the City or other persons may have under applicable law, an Applicant and
14 Permit Holder shall have no monetary recourse whatsoever against the City or its elected
15 officials, boards, commissions, agents, employees or volunteers for any loss, costs,
16 expense or damage arising out of any provision or requirement of this Ordinance or
17 because of the enforcement or lack of enforcement of this Ordinance or the City's
18 exercise of or failure to exercise its authority pursuant to this Ordinance, a permit, a lease,
19 or other applicable law, unless the same shall be caused by criminal acts or by gross
20 negligence. Nothing herein shall be construed as a waiver of sovereign immunity.
21

22 **9. Indemnification.**

23
24 Each permit issued pursuant to this Section shall have as a condition of the permit, a
25 requirement that the Applicant indemnify and hold harmless the City and its officers,
26 agents, and employees from actions or claims of any description brought on account of
27 any injury or damages sustained by any person or property resulting from the issuance of
28 the permit and conduct of the activities authorized under said permit.
29

30 **10. Severability.**

31
32 If any section, subsection, sentence, clause or phrase of this Section is for any reason held
33 to be invalid, such decision shall not affect the validity of the remaining portions of this
34 Section. The City Council hereby declares that it would have passed this Section and
35 each section, subsection, sentence, clause , and phrase thereof, irrespective of the fact that
36 any one or more sections, subsections, sentences, clauses, or phrases may be declared
37 invalid.
38

39 **11. Residential Accessory Uses.**

40
41 Residential Accessory Communication Devices are a permitted accessory use within
42 residential districts provided they meet the following conditions:
43

- 44 **A. Use.** They are for use by residents upon whose property the Residential
45 Accessory Communication Devices are located.
46

- 1 **B. Height.** A ground mounted Residential Accessory Communication Device height
2 shall not exceed fifteen (15) feet unless approved as a Conditional Use Permit by
3 the City Council.
4
- 5 **C. Yards.** The Residential Accessory Communication Device shall not be located
6 within the required front yard setback, a required side yard or any side yard
7 abutting a street. Communication devices shall be located five (5) feet or more
8 from rear lot lines and shall not be located within a utility easement.
9
- 10 **D. Roofs.** The Residential Accessory Communication Device may be placed on the
11 roof of any authorized structure on the premises. The height of the Residential
12 Accessory Communication Device shall not exceed six and one-half (6-1/2) feet
13 above the peak of the roof, unless approved by a Conditional Use Permit by the
14 City Council.
15
- 16 **E. Neighboring Property Impact.** In cases where no building permit is required,
17 the Residential Accessory Communication Device shall be so located that in the
18 event it falls, it shall not fall on adjoining property.
19
- 20 **F. Building Permits.** A building permit shall be required for the installation of any
21 Residential Accessory Communication Device which requires a Conditional Use
22 Permit, or for any device which has a structural surface exposure of greater than
23 nine (9) square feet. Building permit applications shall be accompanied by a site
24 plan and structural components data for the Residential Accessory
25 Communication Device, including details of anchoring. The Building Official
26 shall approve the plans before installation.
27
- 28 **G. Color/Content.** Residential Accessory Communication Devices shall be of a
29 neutral color and shall not be painted with scenes or contain letters or messages.
30
- 31 **H. Lightning Protection.** Each Residential Accessory Communication Device shall
32 be grounded to protect against natural lightning strikes in conformance with the
33 National Electrical Code as adopted by the City of Wayzata.
34
- 35 **I. Electrical Code.** Residential Accessory Communication Device electrical
36 equipment and connections shall be designed and installed in conformance with
37 the National Electrical Code as adopted by the City of Wayzata.
38
- 39 **J. Effective Date.** The provisions of this Section shall be applicable to all
40 communication reception/transmission devices erected after _____, 2015.
41 All such structures existing prior to this date shall be addressed as legal non-
42 conforming uses.
43
- 44 **K. Conditional Use Permit.** Residential Accessory Communication Devices not
45 qualifying as a permitted accessory use may be considered and approved through
46 conditional use standards established by Section 801.04 of this Ordinance.

DRAFT

SECTION 31

**COMMERCIAL TELECOMMUNICATIONS FACILITIES AND RESIDENTIAL
ACCESSORY COMMUNICATIONS DEVICES**

Section 801.31:

801.31.1: Purpose and Intent

801.31.2: Definitions

801.31.3: ~~Permit Required for Telecommunication Facilities Existing~~
Telecommunications Equipment

801.31.4: ~~Building and Design Standards~~ and Allowed Locations for
~~Telecommunication~~ Telecommunications Facilities

801.31.5: General Standards for Telecommunication Facilities

801.31.6: Applications for ~~Telecommunication~~ Telecommunications Facilities ~~Permit~~

801.31.7: ~~Review of Permit Applications~~

~~801.31.8:~~ Appeals

~~801.31.9:~~ Revocation of Permit

~~801.31.10:~~ No Recourse Against the City

~~801.31.11:~~ Indemnification

~~801.31.12:~~ Severability

~~801.31.13:~~ Residential Accessory Uses

1. Purpose and Intent.

The purpose of this section is to establish objective and balanced regulations for the siting, screening and operation of wireless telecommunication facilities and equipment in order to accommodate Wireless Communication systems within the City while minimizing any adverse impacts on the City's natural resources, aesthetics, public spaces, surrounding neighborhood property values, and the general health, safety and public welfare, all as allowed under applicable Federal law. This section recognizes that these wireless communication systems provide a valuable service to the public but that they are not a public utility. The specific purposes of this section are to:

- A. Specify allowed locations of commercial Telecommunication Facilities and Towers in the City;
- B. Protect residential, recreational and park areas from encroachment by commercial operations, including, but not limited to, Telecommunication Facilities and Towers;
- C. Minimize adverse visual impacts of Telecommunication Facilities and Towers through careful design, optimum siting, appropriate landscaping, innovative camouflaging techniques and stealth poles;

- 1
2 D. Require, where possible, the co-location of Telecommunications Towers and
3 Antennas support structures on Towers or existing structures as a primary option
4 rather than construction of multiple single-use Towers;
5
6 E. Require utilization of technological designs that either eliminate or reduce the
7 need for erection of new Tower structures to support Telecommunications
8 Facilities;
9
10 F. Minimize potential damage to property caused by Telecommunication Facilities
11 and Towers by ensuring such structures are soundly and carefully designed,
12 constructed, modified, maintained, and removed when no longer used or are
13 determined to be structurally unsound;
14
15 G. Ensure that Telecommunication Facilities and Towers are compatible with
16 surrounding land uses;
17
18 H. Provide development standards for Wireless Telecommunication Facilities that
19 are consistent with the requirements of the Federal Telecommunications Act of
20 1996, as amended, or other applicable Federal, State and local laws, statutes,
21 ordinances and regulations-;

22
23 I. Encourage consistent, high quality telecommunications services throughout the
24 City.

25
26 **2. Definitions.**

27
28

For the purposes of this section, the terms below have the meaning given to them, unless
29 the context clearly indicates a different meaning:
30

- 31 A. **“Accessory Equipment”** means the wires, cables, generators, air conditioning
32 units, and other equipment or facilities that are used in conjunction with
33 Telecommunication Facilities and Telecommunication Equipment
34
35 B. **“Applicant”** means any person or entity who files an application for any permit
36 or is party to any lease agreement required by this Ordinance for the construction,
37 replacement, installation, or alteration of wireless communication facility or any
38 component thereof.
39
40 C. **“Antenna”** means any exterior transmitting or receiving device mounted on a
41 Tower, Monopole, building, or other structure and used in communications that
42 radiate or capture electromagnetic waves, digital signals, analog signals, radio
43 frequencies (excluding radar signals), wireless telecommunications signals or
44 other communications signals. “Antenna” does not include a lightning rod.
45

- 1 D. **“Antenna Support Structure”** means any new or existing Telecommunications
2 Tower, building, water tower, or electric transmission tower carrying over 200
3 kilo volts of electricity that can be used for the location of Antennas without
4 increasing the height or mass of the existing structure.
5
- 6 E. **“Engineer”** means a radio, electrical, structural, or mechanical engineer licensed
7 by the State of Minnesota.
8
- 9 F. **“Equipment Shelter”** means an enclosed structure at the base of or near a
10 Telecommunication Facility, Tower, or Antenna within which are housed, among
11 other things, batteries, generators, air conditioning units, wireless communications
12 or electrical equipment, or other Accessory Equipment, which may be connected
13 to the Telecommunications Facility, Tower or Antenna by cable.
14
- 15 G. **“Co-location”** means the sharing of structures by two or more wireless service
16 providers on a single support structure or otherwise sharing a common location.
17
- 18 H. **“Monopole”** means a slender self-supporting Tower used to support Antennas
19 and Accessory Equipment.
20
- 21 I. **“Permit Holder”** a person or entity who holds a permit issued pursuant to this
22 Ordinance for a Telecommunications Facility.
23
- 24 J. **“Public Utility Structure”** means a structure which is owned by a governmental
25 agency or utility company and which is used to support illumination devices or
26 lines and other equipment carrying electricity or communications.
27
- 28 K. **“Residential Accessory Communication Devices”** means any satellite dishes,
29 television Antennas, radio Antennas, amateur (ham) radio Antennas, and similar
30 communication transmission/reception devices and associated Accessory
31 Equipment that are a permitted accessory use within a residential district.
32
- 33 L. **“Stealth Design”** means state-of-the-art design techniques used to blend the
34 object into the surrounding environment and to minimize the visual impact as
35 much as reasonably possible. Examples of stealth design techniques include
36 architecturally screening roof-mounted Antennas and Accessory Equipment;
37 integrating Telecommunications Facilities into architectural elements; nestling
38 Telecommunications Facilities into the surrounding landscape so that the
39 topography or vegetation reduces their view; using the location that would result
40 in the least amount of visibility to the public, minimizing the size and appearance
41 of the Telecommunications Facilities; and designing Towers to appear other than
42 as Towers, such as light poles, power poles, flag poles, and trees.
43
- 44 M. **“Telecommunications Equipment”** means Antennas, and Accessory Equipment,
45 ~~or Towers.~~
46

1 N. **“Telecommunications Facilities”** means any facility or location maintained by a
2 commercial enterprise where Telecommunications Equipment or
3 Telecommunications Tower is located.

4
5 The following shall not be considered Telecommunication Facilities:

- 6
7 ~~i.~~ 1. Licensed amateur (ham) radio Antennas, regulated under
8 subsection 801.31.~~131211~~ below.
9
10 ~~ii.~~ 2. Television Antennas and satellite dish Antennas for reception
11 within individual homes or businesses, regulated under subsection
12 801.31.~~1312-11~~ below.
13
14 ~~iii.~~ 3. Temporary Telecommunication Facilities placed in service during
15 an emergency declared by a government agency or for special events
16 requiring wireless service capacity or coverage that is not available from
17 existing Telecommunication Facilities.
18
19

20 O. **“Telecommunications Tower” or “Tower”** means any of the following: a
21 ground or roof mounted pole; spire; free standing, self-supporting lattice or
22 monopole structure; or combination thereof taller than twenty-five (25) feet,
23 including but not limited to supporting lines, cables, wires, braces, and masts,
24 intended primarily for the purpose of mounting an Antenna, meteorological
25 device, or similar apparatus above grade (except amateur radio Antennas).
26

27 P. **“Wireless Communications”** means any personal wireless services as defined in
28 the Federal Communications Act of 1996, including FCC licensed commercial
29 wireless Telecommunications services including, but not limited to, cellular,
30 personal communication services (PCS), specialized mobile radio (SMR),
31 enhanced specialized mobile radio (ESMR), global system of mobile
32 communication (GSM), paging and similar services that currently exist or may be
33 developed.
34

35 ~~3. Permit Required for Telecommunication Facilities.~~

36
37 ~~In addition to any Conditional Use Permit that may be required below, prior to the construction~~
38 ~~or operation of a~~ 3. Existing Telecommunications Facility, the owner and operator of the
39 Equipment.
40

41 Existing Telecommunications Facility must obtain a permit for the proposed Equipment
42 located on or attached to an existing Antenna Support Structure, prior to the adoption of
43 this Ordinance, are regulated by the provisions of the zoning district for each such parcel
44 containing said Antenna Support Structure. Once the leases for existing
45 Telecommunications Facility according to the provisions of this Ordinance, termed a
46 “Equipment expire or are otherwise terminated, the owner of the Telecommunication

Equipment shall apply for a Telecommunication Facilities Permit”, or Conditional Use Permit as outlined in Section 801.31.4 of this Ordinance, and the existing Telecommunications Equipment shall be required to conform to all requirements of this Ordinance for new Telecommunication Facilities. The City may, among other remedies, require relocation of Telecommunications Equipment, at the owner’s expense, to permitted areas under this Ordinance.

4. 4. Building and Design Standards and Allowed Locations for Telecommunications Facilities. All Telecommunications Facilities shall be constructed and maintained in accordance with the following standards:

A. Telecommunication Facilities Permit.

Prior to the construction or operation of the following types of Telecommunications Facilities, the owner and operator of the Telecommunications Facilities must obtain a permit for the Telecommunications Facilities according to the provisions of this Ordinance, termed a “Telecommunications Facilities Permit”:

A.—1. Eligible Facilities Request. Notwithstanding the above, nothing in this Section 4 shall be read to allow the City to prohibit a Telecommunication Facilities Permit based solely upon a request by the owner/operator for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station and is otherwise an “eligible facilities request” under 47 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be amended.**Existing Telecommunication Facilities.**

~~Existing Telecommunications Facilities located on or attached to existing structures, prior to the adoption of this Ordinance, are regulated by the provisions of the zoning district for each such parcel containing said structure. Once the leases for existing Telecommunication Facilities expire or are otherwise terminated, the owner of the Telecommunication Facilities shall apply for a Telecommunication Facilities Permit under this Ordinance and those existing Telecommunications Facilities shall be required to conform to all requirements of this Ordinance for new Telecommunication Facilities. The City may, among other remedies, require relocation of equipment, at the Telecommunication Facilities expense, to permitted areas under this Ordinance.~~

B.—2. New Telecommunications Facilities.

~~i. New Telecommunications Towers shall be located only on the following parcels owned and/or controlled by the City of Wayzata, unless applicant obtains a~~Equipment may be located on a Telecommunications Tower allowed under Section 801.31.4.B(1) that has an approved Conditional Use Permit as further described below (in addition to the

Telecommunication Facilities Permit required under subsection 3 above),
with the exact location on such parcels determined at the sole discretion of
the Wayzata City Council:

<u>Property Name</u>	<u>Property Identification Number</u>
<u>City of Wayzata Public Works Facility</u>	<u>01-117-23-22-0004</u>
<u>Wayzata West Middle School</u>	<u>06-117-22-22-0008</u>

ii. ~~Antennas shall be located on a new or replacement Tower at the locations permitted for Telecommunications Facilities only if the Applicant complies with the following requirements, in additions to the other requirements of this Ordinance:~~

a) ~~The Applicant shall provide documentation and/or an analysis prepared by a radio or electrical engineer demonstrating that the proposed location of the AntennasTelecommunications Equipment is necessary to meet the coverage and capacity needs of its system.- The Applicant shall provide a network map describing all of the Applicant's Telecommunications Facilities which provide any coverage within the City's limits. -The documentation and/or analysis shall also show the AntennasTelecommunications Equipment would not cause interference with other existing or approved Telecommunications Equipment. The Applicant shall also pay the reasonable expenses of a radio or electrical engineer retained by the City, at the City's option, to review this analysis;~~

b) ~~The new or replacement Telecommunications Facilities shall use as many Stealth Design techniques as reasonably possible and include non-proprietary information on stealth design technology. Economic considerations or hardships shall not be the sole justification for failing to provide Stealth Design techniques.~~

b. The Telecommunications Equipment shall use as many Stealth Design techniques as reasonably possible and include non-proprietary information on Stealth Design technology. Economic considerations or hardships shall not be the sole justification for failing to provide Stealth Design techniques.

B. Conditional Use Permit.

Telecommunication Facilities may not be located on any locations other than those that are designated in Section 801.31.4.A unless the Applicant first obtains a Conditional Use Permit for the Telecommunications Facility. The new or replacementTelecommunications Facility must comply with the provisions of this section, and the provisions of Section 801.04.2.F of this Ordinance:

1. Telecommunications Towers shall be located only on the following parcels owned and/or controlled by the City of Wayzata:

<u>Property Name</u>	<u>Property Identification Number</u>
<u>City of Wayzata Public Works Facility</u>	<u>01-117-23-22-0004</u>
<u>Wayzata West Middle School</u>	<u>06-117-22-22-0008</u>

- e) a. The Telecommunications Tower and Antenna, including attachments other than lightning rods, shall not exceed- 150 feet in height, measured from grade. The City Council may, but shall not be required to, increase this height up to 190 feet if the Council finds the increase in height would not have a significant visual impact, would not have a negative property value impact on surrounding properties because of proximity, topography or screening by trees or buildings or would accommodate two or more users. The City Council may waive this height limitation for a Telecommunications Tower and/or Antenna if used wholly or partially for essential public services, such as public safety.
- d) b. The Telecommunications Tower shall use as many Stealth Design techniques as reasonably possible and include non-proprietary information on stealth design technology. Economic considerations or hardships shall not be the sole justification for failing to provide Stealth Design techniques.
- iii. A new Antenna 2. Telecommunications Equipment may be attached to an existing ~~public utility structure~~Public Utility Structure within a right of way ~~if~~according to the following standards:
- a) a. The Antenna ~~does~~shall not extend more than fifteen (15) feet above the top of the existing ~~utility structure~~Public Utility Structure.
- b) b. The Antenna ~~is~~shall be no larger than three (3) cubic feet and has no individual surface larger than four (4) feet.
- c) c. The Antenna ~~extends~~shall not extend outward from the utility structure ~~no~~by more than three (3) feet.
- d) d. There ~~is~~shall be no ground mounted equipment ~~so~~as long as the existing ~~public utility structure~~Public Utility Structure is available for the mounting of such equipment.
- e) e. There ~~is~~shall be no interference with public safety communications or with the original use of the ~~public utility structure~~Public Utility Structure.

f. ~~The Applicant agrees~~shall agree that the ~~Antenna~~Telecommunications Equipment must be removed and relocated, at the Applicant's expense, if the road authority requires the removal and relocation of the ~~public utility structure~~Public Utility Structure.

~~iv. New Antenna~~

3. Telecommunications Equipment may be attached to an existing building if:

according to the following standards:

the

a) ~~The Applicant provides~~shall provide documentation and/or an analysis prepared by a radio or electrical ~~engineer~~ demonstrating that the proposed location of the Telecommunications Equipment is necessary to meet the coverage and capacity needs of ~~Applicant's-its system~~. The ~~analysis~~Applicant shall ~~show~~provide a network map describing all of the Applicant's Telecommunications Facilities ~~providing which~~ provide any coverage within the City's limits ~~and confirm the proposed Antennas~~. The documentation and/or analysis shall also show the Telecommunications Equipment would not cause interference with other existing or approved Telecommunications Equipment. The Applicant shall also pay the reasonable expenses of ~~an expert~~a radio or electrical engineer retained by the City, at the City's option, to review this analysis;

~~the new Antenna and the associated Accessory~~

b) The Telecommunications Equipment shall use as many Stealth Design techniques as reasonably possible. Economic considerations or hardships shall not be the sole justification for failing to provide Stealth Design techniques;

e) ~~the~~ c. The building upon which the Antenna is attached to, shall be located is located on a parcel of land zoned C – 1 Office and Limited Commercial District, C-3 Service District, or PUD Planned Unit Development; , and the building upon which the Antenna is to attached to must be located within 300 feet of the Wayzata Blvd East right-of-way.

~~d) the building upon which the Antenna is to be located is within 300 feet of the Wayzata Blvd E right-of-way;~~

~~the Antenna is~~

The City Council may, at its sole discretion, consider other sites if the Applicant demonstrates that all other sites that comply with the zoning district and distance requirements above have been

1 considered and deemed infeasible to provide adequate coverage
2 and/or capacity to a significant portion of the City of Wayzata.
3 CUPs for other sites may be approved only after the Applicant
4 demonstrates that there is no other location that complies with the
5 zoning district and distance requirements above that the
6 Telecommunications Equipment could be located on, and provide
7 substantially the same coverage. In no case can
8 Telecommunications Equipment be located in any residential
9 zoning district, or on parcels of land guided in the Comprehensive
10 Plan for Parks or Public Open Space.

11
12 e) d. The Antenna shall be attached to the façade of the building
13 or attached on or within a rooftop screening wall (i.e. §801.09.7.2).
14 A façade mounted Antenna shall not extend above the cornice line
15 and a rooftop or screening wall mounted Antenna shall not extend
16 more than fifteen (15) feet above the screening wall. Façade and
17 screening wall mounted Antenna shall, as closely as possible,
18 match the color of the underlying building material.

19
20 f) e. Accessory Equipment shall be housed entirely located
21 within an existing structure or within rooftop parapet screening
22 walls whenever possible. If a new equipment building is
23 necessary, it shall be situated to the rear or side of the principal use
24 and shall be screened from view by landscaping where appropriate.
25 If a new equipment building is necessary, the building shall be
26 constructed of materials and color scheme compatible with the
27 principal building.

28
29 ~~C. Conditional Use Permits.~~

30
31 ~~i. Telecommunication Facilities may not be located on any sites other than~~
32 ~~those that are designated in Section 801.31.4.B unless the Applicant first obtains a~~
33 ~~Conditional Use Permit for the location. Such a Conditional Use Permit may be~~
34 ~~approved provided all of the following are met:~~

35
36 ~~a) The requirements of Section 801.04 have been considered and~~
37 ~~satisfactorily met.~~

38
39 ~~b) Antennas attached to an existing building do not extend more than fifteen~~
40 ~~(15) feet above the highest point of the building.~~

41
42 ~~c) The Applicant provides documentation and/or an analysis prepared by a~~
43 ~~radio or electrical engineer demonstrating that the proposed location of the~~
44 ~~Telecommunication Facility is necessary to meet the coverage and~~
45 ~~capacity needs of its system. The documentation and/or analysis must also~~
46 ~~show the Telecommunication Facilities would not cause interference with~~

1 ~~other existing or approved Telecommunications Equipment. The~~
2 ~~Applicant shall also provide a network map describing all of the~~
3 ~~Applicant's Telecommunications Facilities which provide any coverage~~
4 ~~within the City's limits. The Applicant must also pay the reasonable~~
5 ~~expenses of a radio or electrical engineer retained by the City, at the City's~~
6 ~~option, to review this analysis.~~

7
8 ~~d) The new or replacement Telecommunications Facilities must use as many~~
9 ~~Stealth Design techniques as reasonably possible. Economic~~
10 ~~considerations alone are not justification for failing to provide Stealth~~
11 ~~Design techniques.~~

12
13 ~~e) New or replacement Tower and/or Antennas must comply with the~~
14 ~~provisions of Section 801.31.5 below.~~

15
16 ~~ii. The City shall have the following priority ranking of land uses (as defined in~~
17 ~~the City of Wayzata Comprehensive Plan) suitable for potential new or~~
18 ~~replacement Telecommunication Facilities when considering a Conditional~~
19 ~~Use Permit application, with (a) being the highest priority and (d) being the~~
20 ~~lowest priority:~~

21 ~~a) City Owned Property that is adjacent to highway rights of way and~~
22 ~~not adjacent to or adjoining residential property.~~

23 ~~b) Institutional/Public Property that is not adjacent to or adjoining~~
24 ~~residential property.~~

25 ~~c) Semi-Public/Private Property that is not adjacent to or adjoining~~
26 ~~residential property.~~

27 ~~d) Mixed Use Commercial or Service Commercial properties that are~~
28 ~~not adjacent to or adjoining residential property.~~

29
30 ~~If the proposed site is not the highest priority listed above, then a detailed~~
31 ~~explanation shall be provided as to why a site of a higher priority was not~~
32 ~~selected. The explanations shall include the reason or reasons why such a~~
33 ~~Conditional Use Permit should be granted for the proposed site and a~~
34 ~~description of the hardship that would be incurred by the Applicant if the~~
35 ~~permit were not granted for the proposed site.~~

36
37 ~~iii. CUPs for new or replacement Telecommunication Facilities shall be~~
38 ~~prohibited in the following land use categories, as defined in the City of~~
39 ~~Wayzata Comprehensive Plan:~~

40 ~~a) Parcels guided and utilized for residential purposes, including~~
41 ~~single family and multiple family.~~

42 ~~b) Parcels guided and utilized for Park or Public Open Spaces~~

43 ~~c) Parcels guided and utilized for Central Business District, Mixed~~
44 ~~Use Residential, or Downtown Mixed Use District.~~

45
46 ~~D. Eligible Facilities Request~~

~~5. Notwithstanding the above, nothing in this Section 4 shall be read to allow the City to prohibit a Telecommunication Facilities Permit based solely upon a request by the owner/operator for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station and is otherwise an "eligible facilities request" under 47 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be amended.~~

5. General Standards for Telecommunication Facilities.

All Telecommunications Facilities must comply with the following standards (although nothing in this Section 5 shall be read to allow the City to prohibit a Telecommunication Facilities Permit based solely upon a request by the owner/operator for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station and is otherwise an "eligible facilities request" under 47 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be amended.) :

- A. **Vertical projection on Antenna support structures.** Antennas mounted on an existing Antenna ~~support structure~~Support Structure shall not extend more than 15 feet above the height of the structure to which they are attached. Wall or façade-mounted Antennas shall not extend above the cornice line and shall be constructed of a material or color that matches the exterior of the building.
- B. **Horizontal projection.** Antennas shall not project out from the side of the existing Antenna ~~support structure~~Support Structure, Telecommunications Tower, or wall or facade by more than three feet.
- C. **Fall Zone Analysis.** The Applicant must submit a fall zone analysis report completed by a qualified and licensed engineer ~~who~~that shows the Telecommunications Facilities do not pose a threat to general health, safety and welfare of the City.
- D. **Setbacks.** ~~A new Tower~~Telecommunications Facilities shall meet the building setback that is established for the zoning district where it is to be located, and the following additional standards:

- i. ~~The~~ 1. A Telecommunications Tower shall be ~~setback~~set back from all residential property lines at least one (1) foot for each foot in height, but shall have a minimum setback of at least one hundred (100) feet. The Tower setbacks may be increased by the City Council dependent on the results of the engineered fall zone analysis report submitted by the Applicant as part of the permit application.

1 ~~ii.~~ 2. Towers and Telecommunications ~~Facilities-Equipment~~ shall not
2 encroach upon any easements unless written permission is obtained from
3 the underlying property owner burdened by the easement and the
4 beneficiary of the easement.

5
6 ~~iii.~~ 3. The required setbacks may be reduced or the location in relation to
7 a public street modified, at the sole discretion of the City Council, when
8 the Telecommunications ~~Facility-Equipment~~ is integrated into an existing
9 or proposed structure such as a building, light or utility pole.

10
11 E. **Height.** The height of an Antenna and/or Telecommunications Tower shall be the
12 minimum necessary to meet the Applicant's coverage and capacity needs, as
13 verified by an electrical engineer or other appropriate professional. Any new or
14 replacement Tower and Antenna, including attachments other than lightning rods,
15 shall not exceed 150 feet in height, measured from grade. The City Council may,
16 but shall not be required to, increase this height up to 190 feet if the Council
17 finds: (~~i1~~) the increase in height would not have a significant visual impact, (~~ii2~~)
18 would not have a negative property value impact on surrounding properties
19 because of proximity, topography or screening by trees or buildings or (~~iii3~~)
20 would accommodate two or more users.

21
22 F. **Exterior surfaces.** Towers and Antennas shall be painted a non-contrasting color
23 consistent with the surrounding area such as: blue, gray, green, brown, or silver,
24 or have a galvanized finish to reduce visual impact. Metal Towers shall be
25 constructed of, or treated with, corrosion-resistant material.

26
27 ~~G. **Underground Equipment Storage.** If commercially reasonable, Accessory~~
28 ~~Equipment and/or equipment storage facilities shall be designed to be placed and~~
29 ~~be built underground adjacent to the Telecommunications Facility. If such~~
30 ~~underground placement is not commercially reasonable, then such Accessory~~
31 ~~Equipment and/or equipment storage facility shall be allowed to be placed above-~~
32 ~~ground, subject to the restrictions of this Ordinance, including, but not limited to~~
33 ~~screening of existing equipment.~~

34
35 ~~H.G.~~ **Ground-mounted equipment.** ~~If deemed commercially unreasonable for the~~
36 ~~Accessory Equipment and/or equipment storage facilities to be located~~
37 ~~underground, the ground~~Ground-mounted Accessory Equipment and/or
38 equipment storage facilities shall be architecturally designed to blend in with the
39 surrounding environment, including the principal structure and/or shall be
40 screened from view by suitable vegetation, except where a design of non-
41 vegetative screening better reflects and compliments the character of the
42 surrounding neighborhood. No more than one Equipment Shelter or accessory
43 building is permitted for each Tower. Equipment Shelters or accessory buildings
44 shall be designed to accommodate additional space needed for the co-location of
45 additional Antennas at the site. The additional space must either be built within
46 the first shelter/building or that shelter/building must be designed to allow for

1 future expansions and/or additions. Design of the building or equipment cabinet,
2 screening, and landscaping are subject to ~~a site plan review by City Staff,~~
3 ~~Planning Commission, and City Council, and any~~ applicable Design Standards
4 criteria under Section 801.09 of the Wayzata Zoning Ordinance. The Applicant
5 shall be responsible for maintaining the structure in a high-quality condition. If
6 the Applicant abandons or vacates the structure, it shall be forfeited to the City or
7 torn down by the Applicant at their expense, at the discretion of the City Council.
8

9 **I.H. Construction.** Telecommunications Facilities shall be in compliance with all
10 buildings and electrical code requirements. All applicable federal, state and local
11 agency licenses and/or permits shall be obtained. ~~AA Telecommunications~~
12 Tower shall be designed and certified by a licensed structural engineer to be
13 structurally sound and in conformance with the building code. Structural design,
14 mounting and installation of the Telecommunications Facilities shall be in
15 compliance with the manufacturer's specifications. If, upon inspection, the City
16 concludes that a Tower or other portion of a Telecommunications Facility fails to
17 comply with such codes and standards and constitutes a danger to persons or
18 property, then upon notice being provided to the owner of the Telecommunication
19 Facility or Tower, the owner shall have thirty (30) days to bring such Tower or
20 Telecommunication Facility into compliance with such standards. Failure to
21 bring such Tower or Telecommunication Facility into compliance with such
22 thirty-day period shall constitute grounds for the removal of the Tower or
23 Telecommunication Facility at the owner's expense.
24

25 **I.I. Interference with Public Safety Telecommunications.** ~~No~~
26 ~~Telecommunications~~ Tower or Telecommunications Facility shall interfere with
27 public safety Telecommunications. All Towers and Telecommunication Facilities
28 shall comply with FCC regulations and licensing requirements.
29

30 **K.J. Security Fencing and Screening.** Telecommunication Facilities and Towers
31 shall be enclosed by security fencing not less than the height of the equipment
32 located therein and shall also be equipped with an appropriate anti-climbing
33 device. Fencing within one hundred (100) feet of a residential or parking property
34 shall be constructed of a well-designed fence of wood or other environmentally
35 sound material, and be compatible with the surrounding character of the area.
36 The Telecommunication Facilities and Towers shall also include a landscape
37 screen, at least six (6) in height, around the perimeter of equipment area, as
38 approved by the City Council.
39

40 **L.K. Other Protections.** The City may require shields to protect from ice falling
41 from Towers, anti-climbing devices to prevent unauthorized persons from
42 climbing Towers, or other appurtenances necessary to protect life and property.
43

44 **M.L. Noise.** If the proposed Telecommunications Facility includes equipment that
45 causes significant sound levels, sound buffers may be required including but not
46 limited to, baffling, barriers, enclosures, walls and plantings. The Applicant shall

1 submit an acoustical analysis (measured to the property line) and report prepared
2 by a licensed and/or accredited sound engineer certifying that the noise to be
3 generated from the proposed Telecommunication Facility shall not impact
4 adjacent properties. Said report shall include, without limitation, a written
5 description of all noise generated by the Facility, including retractable monopole
6 motors, Antenna rotators, power generation, heating or air conditioning, and
7 related equipment, and shall include the estimated times, frequency, duration and
8 decibel levels of the noise. All equipment shall conform to Minnesota Pollution
9 Control Agency decibel standards.

10
11 **N.M. Sensitive Habitats.** No Telecommunication Facility shall be located in
12 environmentally sensitive habitats, including but not limited to wetlands,
13 shorelines, established animal habitats, conservation districts, and significant tree
14 groups, unless mitigation measures can be adopted which would reduce potential
15 impacts to levels of non-significance.

16
17 **O.N. Radio Frequency Emissions.** Telecommunications Facilities shall comply with
18 Federal Communication Commission standards for radio frequency emissions and
19 interference.

20
21 **P.O. Interference.** No Telecommunication Facility shall be permitted that causes
22 interference with commercial or private use and enjoyment of other legally
23 operating telecommunications devices including, but not limited to, radios,
24 televisions, personal computers, telephones, personal communications devices,
25 garage door openers, security systems, and other electronic equipment and
26 devices in violation of any Federal Communication Commission standards
27 relating to radio frequency interference. Unless otherwise prohibited by Federal
28 Communication Commission standards, an Applicant shall furnish a state
29 registered engineer's certification that no such interference shall occur, or identify
30 what interference may occur and how the Applicant shall mitigate any potential
31 interference that may occur.

32
33 **Q.P. Risk of Danger.** Telecommunications Facilities and Towers shall not pose a risk
34 of explosion, fire, or other danger due to its proximity to volatile, flammable,
35 explosive or hazardous materials. Telecommunication Facilities, Towers,
36 Antennas, and Accessory Equipment shall be subject to state and federal
37 regulations pertaining to non-ionizing radiation and other health hazards related to
38 such Facilities. If new, more restrictive standards are adopted, the Facilities shall
39 be made to comply or continued operations may be restricted by the City Council.
40 The cost of verification of compliance shall be borne by the Applicant.

41
42 **R.Q. Maintenance.** All Telecommunication Facilities and Towers shall at all times (i)
43 be kept and maintained in good condition, order and repair so that the same shall
44 not menace or endanger the life or property of any person, and (ii) allow sufficient
45 access for service vehicles and personnel. Maintenance of equipment shall be
46 scheduled for between 7:00am-6:00pm, Monday through Friday, unless in case of

1 emergency or otherwise agreed to by the City. Service vehicles for equipment
2 maintenance shall be parked on city streets, unless paved and screened off-street
3 is available at the site. In the case of maintenance of Telecommunication
4 Facilities on the City Water Tower, service vehicles shall park on the service
5 entrance of the City Water Treatment Plant, whenever possible.
6

7 **S.R. Co-location opportunity.** The Applicant, the Tower owner, the landowner,
8 and their successors and assigns shall allow the shared use of the Tower if an
9 additional user agrees in writing to meet reasonable terms and conditions for
10 shared use, shall submit a dispute over the potential terms and conditions to
11 binding arbitration, and shall sign the Conditional Use Permit agreeing to these
12 requirements. The City Council may waive these co-location requirements if
13 necessary to implement stealth design.
14

15 **i.** **1.** All Telecommunications Facility providers shall cooperate with
16 each other in co-locating Telecommunication Facilities and shall exercise
17 good faith in co-locating with other licensed carriers and in the sharing of
18 sites, including the sharing of technical information necessary to evaluate
19 the feasibility of collocation. In the event a dispute arises as to a co-
20 location issue, the City may require a third-party technical study to
21 evaluate the feasibility of co-locating at the expense of each wireless
22 telecommunications providers involved in the third-party study;
23

24 **ii.** **2.** All proposed new Telecommunications Towers shall be designed
25 to accommodate both the Applicant's Antennas and Antennas for as many
26 other licensed carriers as can be technically located thereon, but not less
27 than one additional;
28

29 **iii.** **3.** All new ~~Towers and~~ Telecommunications Facilities and Towers
30 owned by a telecommunications provider shall be made available for use
31 by the owner or initial user thereof, together with as many other licensed
32 carriers as can be technically located thereon, but not less than one
33 additional;
34

35 **iv.** **4.** All proposed new Telecommunications Towers shall be designed
36 to allow for future rearrangement of Antennas or Tower modifications,
37 and to accept Antennas mounted at varying heights unless the City
38 otherwise agrees in order to accommodate Stealth Design techniques;
39

40 **T.S. Successors and Assigns.** Any Permit or lease for a Telecommunications
41 Facility shall run with the Property, and shall be binding upon and inure to the
42 benefit of the parties, their respective successors, personal representatives, and
43 assigns.
44

1 ~~U.T.~~ **External messages.** No advertising message or identification signs, other than
2 warning or equipment information signs as legally required, shall be affixed to the
3 Telecommunications Facilities.
4

5 ~~V.U.~~ **Lighting.** Telecommunications Facilities or Towers shall not be artificially
6 illuminated unless required by law or by a governmental agency to protect the
7 public's health and safety or unless necessary to facilitate service to ground-
8 mounted equipment. Any lighting or artificial illumination utilized shall be
9 shielded and not cast glare onto adjacent properties. All lighting shall be
10 measured to the property line.
11

12 ~~W.V.~~ **On-site employees.** There shall be no employees on the site at a
13 Telecommunications Facility on a permanent basis. Occasional or temporary
14 repair and service activities are allowed.
15

16 ~~X.W.~~ **Advances in Stealth Technology.** Whenever an applicant proposes to install
17 and/or replace antennas or other telecommunications equipment, the Applicant
18 shall submit a report describing all available technology for installation or
19 replacement. The report shall include the purpose of equipment to be installed
20 (expand coverage, expand capacity, expand bandwidth, etc.) and the performance
21 specifications and physical dimensions of the equipment. The report conclusions
22 must provide an analysis of performance versus visual impacts and/or stealth
23 technology. The City retains the right to evaluate the reports analysis and perform
24 a third party technical review at the applicants cost. The City shall have the ability
25 to require the stealth or lower visual profile equipment based on the third party
26 technical recommendation.
27

28 ~~Y.X.~~ **Removal.** After one hundred twenty (120) days' notice from the City to the
29 Permit Holder all Telecommunications Facilities, Antennas, or Towers shall be
30 required to be removed at the Permit Holder's expense, if such improvement is
31 found to be in violation of any portion of this Ordinance by the City and such
32 violation is not cured within such thirty day time period. Obsolete or unused
33 Telecommunications Facilities and all related equipment shall be removed within
34 six (6) months after cessation of their use at the site, unless an exemption is
35 granted by the City Council. Telecommunications Facilities and related
36 equipment that have become hazardous shall be removed or made not hazardous
37 within 30 days after written notice to the current Permit Holder and to any
38 separate landowner, unless an exemption is granted by the City Council. Notice
39 may be made to the address listed in the application, unless another one has
40 subsequently been provided, and to the taxpayer of the property listed in the
41 Hennepin County tax records. Telecommunications Facilities and all related
42 equipment that are not removed within this time are declared to be public
43 nuisances and may be removed by the City. The City may assess its costs of
44 removal against the Property.
45

~~Z.Y.~~ **No Recourse Against the City.** Every permit shall provide that, without limiting such immunities as the City or other persons may have under applicable law, an Applicant/Permit Holder shall have no monetary recourse whatsoever against the City or its elected officials, boards, commissions, agents, employees or volunteers for any loss, costs, expense or damage arising out of any provision or requirement of this Ordinance or because of the enforcement or lack of enforcement of this Ordinance or the City's exercise of its authority pursuant to this Ordinance, a permit, a lease, or other applicable law, unless the same shall be caused by criminal acts or by willful gross negligence. Nothing herein shall be construed as a waiver of sovereign immunity.

~~6.~~ **6. Applications for Telecommunications Facilities ~~Permit.~~**

~~Permit Application.~~ ~~A.~~ ~~Modifications of an existing tower or base station.~~ An application for a Telecommunications Facility ~~p~~Permit for a modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station shall include information sufficient to demonstrate that the modification meets the standards set forth in 47 C.F.R. Section 1.40001.

~~B.~~ For all other applications for Telecommunications Facilities, including Telecommunication Facilities Permit ~~applications or Conditional Use Permit~~, the following requirements apply. In addition to an Applicant's name, address, certificate of survey, grading and landscaping plans, and other such similar information, an application for a permit under this Section shall include the following:

~~A.~~ 1. A scaled site plan clearly indicating the location, type and height of the proposed Telecommunication Facility, Tower, or Antenna, on-site land uses and zoning, adjacent land uses and zoning, adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the proposed equipment and any structures, topography, parking and any other information deemed by the City Staff to be necessary to assess compliance with this Section.

~~B.~~ 2. A visual simulation of the proposed Telecommunication Facility Tower or Antenna. Visual simulation shall consist of either a physical mock-up of the Telecommunication Facility Tower or Antenna, balloon simulation, computer simulation, photo simulation, or other similar simulation. In instances where the proposed Telecommunications Facility Tower or Antenna is located near a residential area, photo simulations shall be submitted of the proposed Telecommunication Facility Tower or Antenna from the nearest residential neighbors unless the owners of such residential property refuse to allow the required photo to be taken.

1 ~~C.~~ 3. A report from a qualified and licensed professional engineer
2 which:
3

4 ~~i.~~ a. Demonstrates that the Telecommunication Facility, Tower,
5 Antenna and/or Accessory Equipment comply with the structural
6 and electrical standards of this Section.
7

8 ~~ii.~~ b. Describes the Tower height, if utilized.
9

10 ~~iii.~~ c. Documents the height above grade for all potential
11 mounting positions for co-locating Antennas and the minimum
12 separation distance between Antennas.
13

14 ~~iv.~~ d. Describes the Tower's capacity, if utilized, including the
15 number and type of Antennas it can accommodate.
16

17 ~~v.~~ e. A network map describing all of the Applicant's
18 Telecommunications Facilities which provide any coverage within
19 the City's limits.
20

21 ~~vi.~~ f. Documents what steps the Applicant shall take to avoid
22 interference with established public safety Telecommunications.
23

24 ~~vii.~~ g. Includes an engineer's stamp and registration number.
25

26 ~~D.~~ 4. A written statement acknowledging that failure to comply with this
27 Section and the conditions of permit approval shall result in the revocation
28 of the permit and removal of the Telecommunications Facility, Antenna,
29 and/or Tower;
30

31 ~~E.~~ 5. Documentation that the Applicant has applied for and/or obtained
32 any licenses and/or approvals that are required by federal and state
33 agencies.
34

35 ~~F.~~ 6. A written statement indicating that the expenses incurred by the
36 City to review and process the application, and to enforce the provisions
37 of the permit shall be reimbursed by the Applicant.
38

39 ~~G.~~ 7. A written statement which requires the Applicant to utilize the
40 procedures established by the Federal Communications Commission to
41 resolve any complaints received relating to interference allegedly caused
42 by the Telecommunications Facility, Antenna, and/or Tower.
43

44 ~~H.~~ 8. A written statement indicating that the Applicant shall cooperate in
45 good faith and fair dealing in co-locating Telecommunications Facilities,
46 Antenna and/or Towers.

1
2 ~~I.~~ 9. A written statement indicating that the Telecommunications
3 Facility, Antenna, and/or Tower shall be maintained in good and safe
4 condition and its original appearance and concealment, disguise or
5 camouflage elements incorporated into the design at the time of approval
6 shall be preserved. Such maintenance shall include, but not be limited to,
7 painting, repair of equipment, and maintenance of landscaping.

8
9 ~~J.~~ 10. A written statement authorizing the City to conduct periodic
10 inspections to determine that the Telecommunications Equipment
11 complies with the provisions of this Section, any conditions of approval
12 and all safety and building codes and permits issued. This statement shall
13 give the City the right to conduct such inspections at any time upon a
14 reasonable notice of five (5) business days to the Applicant, and that all
15 expenses related to such inspections shall be borne by the Applicant.

16
17 ~~K.~~ 11. A written statement indicating that the Applicant understands that
18 Telecommunications Facilities, Antennas, and/or Towers which have not
19 been used for six (6) months shall be deemed abandoned, and shall be
20 removed pursuant to this Section.

21
22 ~~L.~~ 12. A written statement requiring the Applicant or current Permit
23 Holder to notify the City that the Telecommunications Facility, Antenna,
24 and/or Tower continue to be in operation. The notice of continuing
25 operation shall be sent to the City Manager annually by certified mail
26 within the last two (2) weeks of the month of December. The City shall
27 provide written notice of failure to provide the required statement with a
28 requirement that such statement be provided within 14 days from the date
29 of such notice.

30
31 ~~7. — Review of~~ C. Telecommunications Facilities Permit Applications.

32
33 ~~. The City shall process all applications~~ Zoning Administrator may review an application for a
34 Telecommunication Facilities Permits in a timely manner and in accordance with
35 established Permit, according to the following procedures and City Code.:

36
37 ~~8. — Appeals.~~

38
39 1. Standards of Review. The review of a Telecommunications Facilities
40 Permit is subject to the standards outlined in Section 801.31.4 for the type
41 of Telecommunications Facility being proposed, and the General
42 Standards for Telecommunication Facilities outlined in Section 801.31.5.

43
44 2. Decision: The Zoning Administrator will render a decision of approval or
45 denial within 60 days, and serve a copy of the decision to the Applicant by
46 mail.

1
2 3. Term of Approval. If approved by the Zoning Administrator, the work
3 authorized under a Telecommunications Facility Permit must be
4 completed within six (6) months after the date of its issuance, or the
5 permit shall become null and void.
6

7 4. Appeal. At any time within thirty (30) days after a written order,
8 requirement, determination or final decision has been made by the Zoning
9 Administrator or other official interpreting or applying this Section, except
10 for actions taken in connection with prosecutions for violations thereof,
11 the Applicant or any other person affected by such action may appeal the
12 decision in accordance with the provisions Section 801.06 of ~~the~~
13 Zoningthis Ordinance.
14

15 D. Conditional Use Permit. The City shall process all applications for Conditional
16 Use Permits in a timely manner and in accordance with established procedures
17 and City Code 801.04.
18

19 **9. 7. Revocation of Permit.**
20

21 A material breach of any terms and conditions of a permit issued for a
22 Telecommunication Facility under this Section and the Zoning Ordinance may result in
23 the revocation of the permit by the City. Penalties for a violation of a permit or this
24 Section may include fines and removal of the Telecommunication Facility, Tower, or
25 Antenna at the Applicant's/Permit Holder's expense.
26

27 **10. 8. No Recourse Against the City.**
28

29 Every application for and issued permit shall provide a written acknowledgement,
30 agreement and release from the Applicant and Permit Holder that, without limiting such
31 immunities as the City or other persons may have under applicable law, an Applicant and
32 Permit Holder shall have no monetary recourse whatsoever against the City or its elected
33 officials, boards, commissions, agents, employees or volunteers for any loss, costs,
34 expense or damage arising out of any provision or requirement of this Ordinance or
35 because of the enforcement or lack of enforcement of this Ordinance or the City's
36 exercise of or failure to exercise its authority pursuant to this Ordinance, a permit, a lease,
37 or other applicable law, unless the same shall be caused by criminal acts or by gross
38 negligence. Nothing herein shall be construed as a waiver of sovereign immunity.
39

40
41 **11. 9. Indemnification.**
42

43 Each permit issued pursuant to this Section shall have as a condition of the permit, a
44 requirement that the Applicant indemnify and hold harmless the City and its officers,
45 agents, and employees from actions or claims of any description brought on account of

any injury or damages sustained by any person or property resulting from the issuance of the permit and conduct of the activities authorized under said permit.

~~12.~~ **10. Severability.**

If any section, subsection, sentence, clause or phrase of this Section is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this Section and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid.

~~13.~~ **11. Residential Accessory Uses.**

Residential Accessory Communication Devices are a permitted accessory use within residential districts provided they meet the following conditions:

~~A.~~ **A. Use.** They are for use by residents upon whose property the Residential Accessory Communication Devices are located.

~~B.~~ **B. Height.** A ground mounted Residential Accessory Communication Device height shall not exceed fifteen (15) feet unless approved as a Conditional Use Permit by the City Council.

~~C.~~ **C. Yards.** The Residential Accessory Communication Device shall not be located within the required front yard setback, a required side yard or any side yard abutting a street. Communication devices shall be located five (5) feet or more from rear lot lines and shall not be located within a utility easement.

~~D.~~ **D. Roofs.** The Residential Accessory Communication Device may be placed on the roof of any authorized structure on the premises. The height of the Residential Accessory Communication Device shall not exceed six and one-half (6-1/2) feet above the peak of the roof, unless approved by a Conditional Use Permit by the City Council.

~~E.~~ **E. Neighboring Property Impact.** In cases where no building permit is required, the Residential Accessory Communication Device shall be so located that in the event it falls, it shall not fall on adjoining property.

~~F.~~ **F. Building Permits.** A building permit shall be required for the installation of any Residential Accessory Communication Device which requires a Conditional Use Permit, or for any device which has a structural surface exposure of greater than nine (9) square feet. Building permit applications shall be accompanied by a site plan and structural components data for the Residential Accessory Communication Device, including details of anchoring. The Building Official shall approve the plans before installation.

~~G.~~ **G.** **Color/Content.** Residential Accessory Communication Devices shall be of a neutral color and shall not be painted with scenes or contain letters or messages.

~~H.~~ **H.** **Lightning Protection.** Each Residential Accessory Communication Device shall be grounded to protect against natural lightning strikes in conformance with the National Electrical Code as adopted by the City of Wayzata.

~~I.~~ **I.** **Electrical Code.** Residential Accessory Communication Device electrical equipment and connections shall be designed and installed in conformance with the National Electrical Code as adopted by the City of Wayzata.

~~J.~~ **J.** **Effective Date.** The provisions of this Section shall be applicable to all communication reception/transmission devices erected after _____, 2015. All such structures existing prior to this date shall be addressed as legal non-conforming uses.

~~K.~~ **K.** **Conditional Use Permit.** Residential Accessory Communication Devices not qualifying as a permitted accessory use may be considered and approved through conditional use standards established by Section 801.04 of this Ordinance.

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WAYZATA CITY COUNCIL
MEETING MINUTES
November 4, 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 and Tyacke. Also present: City Manager Nelson, Director of Planning & Building Thomson, Interim Planner Zweber, Management/Planning Intern Peters, and City Attorney Schelzel.

AGENDA ITEM 2. Approve Agenda.

Mrs. Anderson made a motion, seconded by Mr. Tyacke, to approve the agenda, as presented. The motion carried 5/0.

Mr. Willcox reported Council met in Workshop prior to the City Council meeting and interviewed Interim City Manager candidates and reviewed options for funding of a City parking ramp.

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

Terri Huml, 293 Grace Point Court, expressed her and other business owners' support of a grade plus two level City parking ramp.

Mayor Willcox reported he received a letter from Karen Walker that expressed concern about moving the cellular equipment on the City water tower to a new cell tower on the school property.

AGENDA ITEM 4. New Agenda Items.

Councilmember Anderson requested City Manager Nelson provide a report to Council on her tenure here in order to have a smooth transition to the new Interim City Manager.

AGENDA ITEM 5. Consent Agenda.

Mrs. Anderson stated she had concern with the October 20 regular meeting minutes with regard to item No. 7f Consider Grant Applications for the 2016 Hennepin County Youth Sports Program. Mr. Mullin requested this be transcribed verbatim.

Mr. Tyacke reference page 7, line 7 of the meeting packet stating TIFF should be TIF. He also reported lines 11 through 13 were misstated. Ms. Nelson suggested staff review the meeting minutes and have them on the Consent Agenda at the next Council meeting.

Mr. Mullin made a motion, seconded by Mrs. Anderson, to approve the amended consent agenda, removing the October 20, 2015 Regular Meeting Minutes:

- a. City Council Workshop Meeting Minutes of October 6, 2015 and October 20, 2105 and ~~City Council Regular Meeting Minutes of October 20, 2015~~
- b. Approval of Check Register
- c. Approval of 2016 Liability Insurance Coverage Waiver Form

The motion carried 5/0.

AGENDA ITEM 6. New Business.

a. Consider First Reading of Ordinance No. 756 - Telecommunications

Interim Planner Zweber reported on the proposed Ordinance to repeal a section of the City's existing Telecommunications Ordinance and replace it with a new Telecommunications Ordinance that would address the new federal regulations and technology that is now available. He reported on the changes made by staff with input from the Planning Commission, and stated the proposed new Ordinance would allow the antennas to extend fifteen feet above a structure on

1 which they are mounted if certain conditions were met. Mr. Zweber summarized the October 19
2 Planning Commission meeting discussion and the revisions proposed by the City's
3 telecommunications vendors.

4 The Council asked questions about zoning areas in relation to stealth technology, and the
5 proposed Ordinance's feasibility standard for underground equipment. Mr. Paul Kaminski, Best
6 & Flanagan, stated telecom providers are concerned about having underground facilities and will
7 most likely not find it feasible.

8 The Council asked for clarification with antennas on existing buildings and the C-1, C-3,
9 and PUD zoning within 300 feet of Wayzata Boulevard. There are areas along Wayzata
10 Boulevard that could be redeveloped in the future and become PUD. The Council expressed
11 concern with being able to put antennas there given the proximity to residential areas and would
12 like this to be discussed further. City Attorney Schelzel stated a PUD gives the City a lot of
13 control, and any proposed PUD site would still need to go through a process of approval for the
14 installation of a new tower.

15 The Council expressed concern about traffic in residential areas and asked if lift stations
16 and utility boxes are included in the definition of a utility structure within a public right-of-way.
17 Mr. Zweber stated they are included, but because they are not very tall, they would likely not be
18 used.

19 The Council referred to page 50, line 20 and stated some multi-family residences are
20 PUDs. Mr. Zweber clarified that with a PUD, an approval process would still be needed for the
21 installation of a tower.

22 The Council stated it seemed that the storage of underground equipment by the vendors
23 was very unlikely and should not be included in this Ordinance.

24 The Council asked why 300 feet from Wayzata Boulevard was used as the standard. Mr.
25 Zweber stated Wayzata Boulevard is a higher elevation in relation to the rest of the City. It was
26 intended to allow the block on both sides of Wayzata Boulevard as the only location where
27 antennas on buildings were allowed.

28 The Council stated a goal of the Ordinance is to provide quality cell service to the
29 residents of Wayzata and this may not be delivered when antennas are restricted to 300 feet from
30 Wayzata Boulevard. It referred to page 50, line 26, and asked why these areas in the Downtown
31 Commercial district would be prohibited if there is a problem with coverage, and suggested the
32 language should state it would be preferred if antennas were located within the designated area
33 along Wayzata Boulevard, but that the Downtown Commercial district could be considered if
34 needed.

35 Mr. Schelzel stated the Ordinance could include language that would allow for a CUP
36 within a prohibited area if it was demonstrated by the vendor that coverage would not be
37 available otherwise. The Ordinance could also be amended in the future, if needed, to address
38 coverage issues.

39 The Council suggested language be added that the intent is everyone be provided with
40 equal cell coverage. If after going through the criteria of the Ordinance there are still issues with
41 equal coverage, then something else could be looked at. Mr. Kaminski cautioned against
42 requiring vendors to provide equal coverage and recommended stating the goal of the Ordinance
43 is quality coverage for everyone.

44 Mr. Zweber summarized the concerns raised by the Council and changes that had been
45 requested to the proposed Ordinance.

46 Mrs. Anderson made a motion, seconded by Mr. Tyacke, to direct staff to prepare a
47 revised Telecommunications Ordinance that would: 1) remove the language about underground
48 equipment; 2) add language that would allow antennas in an otherwise prohibited area if a vendor
49 can demonstrate there is a coverage need that cannot be solved any other way; and, 3) add
50 language under Purpose and Intent section stating the goal is to have quality service throughout
51 the City. The motion carried 5/0.



**Planning Report
Wayzata City Council
November 4, 2015**

File Case No: PR 2015-15
Applicant: City of Wayzata
Address of request: N/A
PID number: N/A
Prepared By: Eric Zweber, Interim City Planner
Project Summary: Repeal and replace the City of Wayzata relating to Telecommunications Antennas, Towers and Equipment. (City Code § 801.31)

PROJECT SUMMARY

Section 1. Ordinance Amendment

- 1.1. General. As part of the Telecommunications Study, the City Council and Planning Commission are updating the City's Telecommunications Ordinance in order to better regulate the location of new cellular towers and other equipment. This is in part because our current Communication Devices Ordinance (Section 31 of the Zoning Ordinance) does not contain much guidance on the subject.

At the March 3, 2015 council meeting, the City Council adopted a six month moratorium on new wireless communications facilities and towers pending the study and consideration of changes to the city's regulations and official controls. At the September 1, 2015 council meeting, the City Council allowed the moratorium to expire.

On August 17, the City Council and Planning Commission conducted a joint workshop to review the draft Telecommunications Ordinance which included testimony from the four major telecommunications providers. Based on that testimony, as well as the comment from Mayor Willcox regarding the ability to install antennas on existing buildings, a number of changes were made to the August 11 draft Ordinance.

On October 5, the Planning Commission conducted a public hearing for the Telecommunications Ordinance. Representatives from Verizon and AT&T provided testimony. Following the testimony, the Planning Commission provided direction on revisions to consider based on that testimony.

On October 19, the Planning Commission reviewed the revisions to the Ordinance based on direction from the October 5 meeting. Based on the findings within the Planning Commission Report and Recommendations (Attachment A), the Planning Commission recommended approval of the Ordinance without any additional changes.

The Ordinance is provided as Attachment B and a map of the locations where towers are allowed (shown in red) and the locations where antennas can be installed on or on top of a building (shown in mustard) is provided as Attachment C.

- 1.2 Public Hearing Notice. A Notice of Public Hearing regarding the repeal of Chapter 801 Section 31 "COMMUNICATION RECEPTION/TRANSMISSION DEVICES" and replacement of Chapter 801 Section 31 "COMMERCIAL TELECOMMUNICATIONS FACILITIES AND RESIDENTIAL ACCESSORY COMMUNICATION DEVICES" was published in the Lakeshore Weekly on September 22, 2015.
- 1.3 October 5, 2015 Planning Commission Meeting Summary. The Planning Commission reviewed the Application and held a Public Hearing on October 5, 2015. The draft Minutes of the October 5, 2015 Planning Commission Meeting are provided as Attachment D. During the Public Hearing, representatives from Verizon and AT&T provided testimony. Additionally, Verizon had provided a memorandum from Moss & Barnett (Attachment E) dated October 1 that comments on four sections of the Ordinance and AT&T had provided twelve (12) comments in the form of a redline copy of the draft Ordinance. These comments and staff's responses are provided in the October 19 summary below.

After the conclusion of the Public Hearing, the Planning Commission discussed the comments raised by Verizon and AT&T. The Planning Commission made suggestions on which comments to address and which comments should not result in amendments to the draft Ordinance. The Planning Commission recommended that the Staff revise the Ordinance based on their suggestions and prepare a Report and Recommendations for the October 19 Planning Commission meeting.

- 1.4 October 19, 2015 Planning Commission Meeting Summary. AT&T revised their comments (Attachment F) before the October 19 Planning Commission meeting. Verizon did not provide any additional comments from their October 1 memorandum from Moss & Barnett. On October 19, the Planning Commission reviewed the draft Report and Recommendations and the draft Ordinance with

revisions made based on the October 5 review and discussion. The vender's comments and proposed revisions to the Ordinance are summarized below.

Verizon requested:

- That antennas be allowed to be installed on any building that is not a single family residence instead of limiting them to the C-1, C-3 and PUD districts. Staff advised against this revision because the PUD zoning allows the flexibility to request antennas in zoning districts that are not C-1 and C-3. The Ordinance has not been amended.
- That antennas be allowed to be constructed on all rooftop screening walls, not just "parapet" screening walls. A clarification was made to reference to allowing antennas to be mounted on all screening walls regulated in Section 801.09.7.2.
- That the ultimate use of a telecommunications facility cannot be foreseen by the first vender at the site and therefore a building that houses equipment for multiple vendors cannot be logically designed. Language was added that a vender's equipment building must be designed to be expanded in the future, but that the first vendor does not require to build additional space within their building for a future vender.
- That the limitations on hours of work and parking on the street be limited to only City owned sites. The hours of work limitation is maintained, but contractors are allowed to parking at the location of their equipment if there is a paved and screened parking area.

AT&T requested:

- That the definition of a tower be increased from a structure over 15 feet to a structure over 25 feet. This is key for installing antenna on public utility structures that are not towers within the right-of-way. The City Engineer stated that the light poles being installed on top of the stop lights at Bushaway Road and Wayzata Blvd are approaching 35 feet in height. The definition of a tower has been changed to 25 feet.
- That the Federal Regulations apply to the entire Ordinance and not be limited to only towers. The Ordinance has been revised to clarify that the Federal Regulations apply to all Telecommunication Facilities and is not limited to only towers.
- That antennas can be installed on all utility structures regardless of location. Staff recommended against this change because utility structures exist in places where residents enjoy peace and solitude such as park and backyards. The Ordinance has not been amended.

- That the standards for Underground Equipment Storage be eliminated. Staff recommended against this elimination because the Ordinance language already states that these regulations are only in effect if requirement is “commercially reasonable”. The Ordinance has not been amended.
- A similar comment to Verizon regarding equipment buildings for joint venders.
- That the timeline to correct non-compliant repairs be extended from 30 days to 60 days. Staff recommended against this change because a contractor should be required to correct their non-compliant work in a timely manner. The Ordinance has not been amended.
- That the requirement for installing antenna and equipment that has the least visual impact be eliminated because the equipment that provides the best service and/or coverage may not have the least visual impact. Staff revised the Ordinance to require a report that analyses service needs compared to visual impact and allows the City to conduct a third party review of the report. The City may require the lower visual impact technology if the third party report recommends that.
- That the removal timeline of obsolete equipment be increased from 30 days to 120 days. Unlikely the non-compliant repairs within the second bullets above, it would be likely that the vender does not have a contractor under contract and/or nearby. The Ordinance has been amended to allow 120 days for the removal of non-compliant equipment.

Following the review of the vender’s comment, the Planning Commission unanimously approve the Report and Recommendations include the Ordinance as staff recommended. No additional amendments were made.

The draft Minutes of the October 19 Planning Commission meeting were not available before the delivery of the City Council packet. If the minutes become available before the November 4 City Council meeting, they will be emailed to the City Council and made available for the public at the meeting.

Section 2. Summary of Issues

2.1 Zoning Analysis.

	Location	Height Limit
Towers	Wayzata Public Works Facility or Wayzata West Middle School.	150 Feet.
Antennas on Existing Buildings	C -1, C-3 and PUD zoning within 300 feet of Wayzata Blvd.	15 Feet above the rooftop screening wall.
Micro-sites	Existing public utility structure within a Right-of-Way.	15 Feet above the existing utility structure.
Residential Accessory Antennas	Any residential District.	Ground Mounted: 15 Feet Roof Mounted: 6.5 Feet beyond the roof peak.

Attachment C shows the location that the tower and antennas on existing building would be allowed.

2.2 Height of Antennas above Structures.

There are three places the draft Ordinance allows the telecommunication antennas to be mounted to extend up to fifteen (15) feet above the structure on which the antennas are mounted. Section 801.31.4(B)(iii)(a) allows antennas extend up to fifteen (15) feet above the utility structure that is mounted to. Section 801.31.4 (B)(iv)(e) antennas to extend up to fifteen (15) above the rooftop screening wall that the antenna is mounted to. Section 801.31.4(C)(i)(b) allows the antennas to extend up fifteen (15) above the highest point of the building it is attached to.

Staff requests that the City Council specifically acknowledges these sections of the Ordinance and that it is the intent of the City to allow these antennas to extend up to fifteen (15) above the structures that is mounted to. Pictures of various options to attach antennas to building are provide as Attachment G. This Ordinance provision is consistent with the regulations of the communities surrounding Wayzata (Attachment H), but it is also difficult to use stealth technology to have the antennas appear like the structure that it is mounted to when they are fifteen (15) above that structure.

Section 3. 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 First Reading of Ordinance 756 included as Attachment B of this Report.
2. If the Council wishes to significantly modify the Ordinance, the Council should direct staff to prepare a revised Ordinance for review and adoption at the next Council meeting.

Attachments:

Attachment A: Planning Commission Report and Recommendation

Attachment B: Telecommunications Ordinance

Attachment C: Tower and Antenna Location Map

Attachment D: Draft October 5, 2015 Planning Commission Meeting Minutes

Attachment E: Verizon Memorandum dated October 1, 2015

Attachment F: AT&T Redlines of the Telecommunications Ordinance

Attachment G: Pictures of Building Mounted Antenna Options

Attachment H: Other Cities' Antenna on Building Regulations



WAYZATA PLANNING COMMISSION

October 19, 2014

REPORT AND RECOMMENDATION ON AN ORDINANCE AMENDING THE WAYZATA ZONING ORDINANCE TO ADD A NEW SECTION 31 ON COMMERCIAL TELECOMMUNICATIONS FACILITIES AND RESIDENTIAL ACCESSORY COMMUNICATIONS DEVICES

RECOMMENDATION

APPROVE

REPORT

Section 1. BACKGROUND

- 1.1 General. The City has engaged in the study and development of a new ordinance to address commercial telecommunications facilities and residential accessory communication devices and uses in the City, and has held several Planning Commission and City Council workshops and forums on the matter, including with telecommunication service providers and citizens of Wayzata. Staff has reviewed regulatory frameworks and policy considerations, and has received the input of the City's telecommunication service providers and the City Attorney's office. Based on the foregoing, staff has prepared a draft ordinance attached to this Report as Attachment A which would be an amendment to the City's existing Zoning Ordinance (the "Proposed Amendment").
- 1.2 Public Hearing. The Planning Commission held a public hearing on the Proposed Amendment on October 5 and October 19, 2015. The Notice of Public Hearing was published in the *Lakeshore Weekly* on September 22, 2015.

Section 2. LEGAL AUTHORITY AND STANDARDS

- 2.1 City Council has the discretion and authority under state law and City Code to amend the City's Zoning Ordinance. Minn. Stat. Sec. 462.357; Wayzata City Code Section 801.03. A zoning ordinance amendment may be initiated by the governing body, the planning agency or by a property owner. Minn. Stat. Sec. 462.357, Subd. 4; City Code Section 801.03.
- 2.2 Under the City's Zoning Ordinance, the City Council acts on any proposed amendment upon receiving the report and recommendation of the Planning Commission. Sec. 801.03.2. In considering a proposed amendment to the Zoning Ordinance, the Planning Commission shall consider the possible adverse effects of the proposed amendment. Its judgment shall be based upon (but not limited to) the following factors:
1. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.
 2. The proposed use's conformity with present and future land uses of the area.
 3. The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.).
 4. The proposed use's effect on the area in which it is proposed.
 5. The proposed use's impact upon property value in the area in which it is proposed.
 6. Traffic generation by the proposed use in relation to capabilities of streets serving the property.
 7. The proposed use's impact upon existing public services and facilities including parks, schools, streets, and utilities, and the City's service capacity.

Wayzata City Code Section 801.03.2.F.

Section 3. Findings

- 3.1 Based on the studies and reports of City Staff, and comments and information presented at the workshops and Public Hearing on the Application, the information provided by service providers and the City Attorney, the Planning Commission of the City of Wayzata makes the following findings with respect to the Proposed Amendment:

1. The Proposed Amendment would not allow a use that would contravene any specific policies and provisions of the official City Comprehensive Plan.
2. The Proposed Amendment would only allow uses that conform to present and future land uses in the City's business and commercial districts. All requests for Telecommunications Facilities would be reviewed and regulated through a Conditional Use Permit process.
3. The Proposed Amendment would not allow uses that do not conform with the performance standards contained in the Zoning Ordinance (parking, loading, noise, etc.).
4. The Proposed Amendment would not allow uses that would have a negative impact on the areas in which they are proposed in that the Proposed Amendment would reasonably regulate the use and location of telecommunications facilities, equipment and accessories within the limits of governing federal law.
5. The Proposed Amendment will not have any direct impact upon property values in the City.
6. The Proposed Amendment will not allow any use that would have a negative impact traffic generation in the City.
7. The Proposed Amendment will not allow a use that would negatively impact existing public services and facilities and would provide a framework for needed telecommunications services in the City.

Section 4. Recommendation

- 4.1 Proposed Amendment. Based on the Findings of this Report, the Planning Commission recommends approval of the Proposed Amendment, as set forth in Attachment A.

Adopted by the Wayzata Planning Commission this 19th day of October, 2015.

Chair, Planning Commission

Attachment A

Proposed Amendment (Draft Ordinance _____)

000043/204032/2235350_1

**CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE NO. 756

**AN ORDINANCE AMENDING SECTION 31 OF CHAPTER 801 OF THE WAYZATA
CITY CODE (ZONING ORDINANCE) ON TELECOMMUNICATIONS EQUIPMENT
AND USES**

THE CITY OF WAYZATA ORDAINS:

Section 1. Amendment to Ch. 801 of City Code. Section 31 of Chapter 801 of the Wayzata City Code (Zoning Ordinance) is hereby amended to read in its entirety as set forth in Exhibit A attached hereto.

Section 2. Findings. The amendments made hereby are based upon the findings set forth in the Report and Recommendation of the Wayzata Planning Commission, dated October 19, 2015.

Section 3. Effective Date. This Ordinance will become effective upon passage and publication.

Adopted by the City Council this ____ day of _____, 2015.

Ken Willcox
Mayor

ATTEST:

Heidi Nelson
City Manager

First Reading:
Second Reading:
Publication:

EXHIBIT A

Amendment of Ch. 801 of City Code

000043/204032/2240711_1

SECTION 31
COMMERCIAL TELECOMMUNICATIONS FACILITIES AND RESIDENTIAL
ACCESSORY COMMUNICATIONS DEVICES

Section 801.31:

- 801.31.1: Purpose and Intent
- 801.31.2: Definitions
- 801.31.3: Permit Required for Telecommunication Facilities
- 801.31.4: Building and Design Standards for Telecommunication Facilities
- 801.31.5: General Standards for Telecommunication Facilities
- 801.31.6: Applications for Telecommunication Facilities Permit
- 801.31.7: Review of Permit Applications
- 801.31.8: Appeals
- 801.31.9: Revocation of Permit
- 801.31.10: No Recourse Against the City
- 801.31.11: Indemnification
- 801.31.12: Severability
- 801.31.13: Residential Accessory Uses

1. Purpose and Intent.

The purpose of this section is to establish objective and balanced regulations for the siting, screening and operation of wireless telecommunication facilities and equipment in order to accommodate Wireless Communication systems within the City while minimizing any adverse impacts on the City's natural resources, aesthetics, public spaces, surrounding neighborhood property values, and the general health, safety and public welfare, all as allowed under applicable Federal law. This section recognizes that these wireless communication systems provide a valuable service to the public but that they are not a public utility. The specific purposes of this section are to:

- A. Specify allowed locations of commercial Telecommunication Facilities and Towers in the City;
- B. Protect residential, recreational and park areas from encroachment by commercial operations, including, but not limited to, Telecommunication Facilities and Towers;
- C. Minimize adverse visual impacts of Telecommunication Facilities and Towers through careful design, optimum siting, appropriate landscaping, innovative camouflaging techniques and stealth poles;
- D. Require, where possible, the co-location of Telecommunications Towers and Antennas support structures on Towers or existing structures as a primary option rather than construction of multiple single-use Towers;

- 1 E. Require utilization of technological designs that either eliminate or reduce the need for
2 erection of new Tower structures to support Telecommunications Facilities;
3
4 F. Minimize potential damage to property caused by Telecommunication Facilities and
5 Towers by ensuring such structures are soundly and carefully designed, constructed,
6 modified, maintained, and removed when no longer used or are determined to be
7 structurally unsound;
8
9 G. Ensure that Telecommunication Facilities and Towers are compatible with surrounding
10 land uses;
11
12 H. Provide development standards for Wireless Telecommunication Facilities that are
13 consistent with the requirements of the Federal Telecommunications Act of 1996, as
14 amended, or other applicable Federal, State and local laws, statutes, ordinances and
15 regulations.

16
17 **2. Definitions.**
18

19 For the purposes of this section, the terms below have the meaning given to them, unless the
20 context clearly indicates a different meaning:
21

- 22 A. **“Accessory Equipment”** means the wires, cables, generators, air conditioning units, and
23 other equipment or facilities that are used in conjunction with Telecommunication
24 Facilities and Telecommunication Equipment
25
26 B. **“Applicant”** means any person or entity who files an application for any permit or is party
27 to any lease agreement required by this Ordinance for the construction, replacement,
28 installation, or alteration of wireless communication facility or any component thereof.
29
30 C. **“Antenna”** means any exterior transmitting or receiving device mounted on a Tower,
31 Monopole, building, or other structure and used in communications that radiate or capture
32 electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar
33 signals), wireless telecommunications signals or other communications signals.
34 “Antenna” does not include a lightning rod.
35
36 D. **“Antenna Support Structure”** means any new or existing Tower, building, water tower,
37 or electric transmission tower carrying over 200 kilo volts of electricity that can be used
38 for the location of Antennas without increasing the height or mass of the existing structure.
39
40 E. **“Engineer”** means a radio, electrical, structural, or mechanical engineer licensed by the
41 State of Minnesota.
42
43 F. **“Equipment Shelter”** means an enclosed structure at the base of or near a
44 Telecommunication Facility, Tower, or Antenna within which are housed, among other
45 things, batteries, generators, air conditioning units, wireless communications or electrical

- 1 equipment, or other Accessory Equipment, which may be connected to the
2 Telecommunications Facility, Tower or Antenna by cable.
3
- 4 G. **“Co-location”** means the sharing of structures by two or more wireless service providers
5 on a single support structure or otherwise sharing a common location.
6
- 7 H. **“Monopole”** means a slender self-supporting Tower used to support Antennas and
8 Accessory Equipment.
9
- 10 I. **“Permit Holder”** a person or entity who holds a permit issued pursuant to this Ordinance
11 for a Telecommunications Facility.
12
- 13 J. **“Public Utility Structure”** means a structure which is owned by a governmental agency
14 or utility company and which is used to support illumination devices or lines and other
15 equipment carrying electricity or communications.
16
- 17 K. **“Residential Accessory Communication Devices”** means any satellite dishes, television
18 Antennas, radio Antennas, amateur (ham) radio Antennas, and similar communication
19 transmission/reception devices and associated Accessory Equipment that are a permitted
20 accessory use within a residential district.
21
- 22 L. **“Stealth Design”** means state-of-the-art design techniques used to blend the object into the
23 surrounding environment and to minimize the visual impact as much as reasonably
24 possible. Examples of stealth design techniques include architecturally screening roof-
25 mounted Antennas and Accessory Equipment; integrating Telecommunications Facilities
26 into architectural elements; nestling Telecommunications Facilities into the surrounding
27 landscape so that the topography or vegetation reduces their view; using the location that
28 would result in the least amount of visibility to the public, minimizing the size and
29 appearance of the Telecommunications Facilities; and designing Towers to appear other
30 than as Towers, such as light poles, power poles, flag poles, and trees.
31
- 32 M. **“Telecommunications Equipment”** means Antennas, Accessory Equipment, or Towers.
33
- 34 N. **“Telecommunications Facilities”** means any facility or location maintained by a
35 commercial enterprise where Telecommunications Equipment is located.
36

37 The following shall not be considered Telecommunication Facilities:
38

- 39 i. Licensed amateur (ham) radio Antennas, regulated under subsection 801.31.13
40 below.
41 ii. Television Antennas and satellite dish Antennas for reception within individual
42 homes or businesses, regulated under subsection 801.31.13 below.
43 iii. Temporary Telecommunication Facilities placed in service during an emergency
44 declared by a government agency or for special events requiring wireless
45 service capacity or coverage that is not available from existing
46 Telecommunication Facilities.

1
2
3 O. **"Tower"** means any of the following: a ground or roof mounted pole; spire; free standing,
4 self-supporting lattice or monopole structure; or combination thereof taller than twenty-
5 five (25) feet, including but not limited to supporting lines, cables, wires, braces, and
6 masts, intended primarily for the purpose of mounting an Antenna, meteorological device,
7 or similar apparatus above grade (except amateur radio Antennas).
8

9 P. **"Wireless Communications"** means any personal wireless services as defined in the
10 Federal Communications Act of 1996, including FCC licensed commercial wireless
11 Telecommunications services including, but not limited to, cellular, personal
12 communication services (PCS), specialized mobile radio (SMR), enhanced specialized
13 mobile radio (ESMR), global system of mobile communication (GSM), paging and similar
14 services that currently exist or may be developed.
15

16 **3. Permit Required for Telecommunication Facilities.**
17

18 In addition to any Conditional Use Permit that may be required below, prior to the
19 construction or operation of a Telecommunications Facility, the owner and operator of the
20 Telecommunications Facility must obtain a permit for the proposed Telecommunications
21 Facility according to the provisions of this Ordinance, termed a "Telecommunication
22 Facilities Permit".
23

24 **4. Building and Design Standards and Allowed Locations for Telecommunications**
25 **Facilities.** All Telecommunications Facilities shall be constructed and maintained in
26 accordance with the following standards:
27

28 **A. Existing Telecommunication Facilities.**
29

30 Existing Telecommunications Facilities located on or attached to existing
31 structures, prior to the adoption of this Ordinance, are regulated by the provisions
32 of the zoning district for each such parcel containing said structure. Once the leases
33 for existing Telecommunication Facilities expire or are otherwise terminated, the
34 owner of the Telecommunication Facilities shall apply for a Telecommunication
35 Facilities Permit under this Ordinance and those existing Telecommunications
36 Facilities shall be required to conform to all requirements of this Ordinance for new
37 Telecommunication Facilities. The City may, among other remedies, require
38 relocation of equipment, at the Telecommunication Facilities expense, to permitted
39 areas under this Ordinance.
40

41 **B. New Telecommunications Facilities.**
42

- 43 i. New Telecommunications Towers shall be located only on the following
44 parcels owned and/or controlled by the City of Wayzata, unless applicant
45 obtains a Conditional Use Permit as further described below (in addition to
46 the Telecommunication Facilities Permit required under subsection 3

above), with the exact location on such parcels determined at the sole discretion of the Wayzata City Council:

<u>Property Name</u>	<u>Property Identification Number</u>
City of Wayzata Public Works Facility	01-117-23-22-0004
Wayzata West Middle School	06-117-22-22-0008

- ii. Antennas shall be located on a new or replacement Tower at the locations permitted for Telecommunications Facilities only if the Applicant complies with the following requirements, in additions to the other requirements of this Ordinance:
 - a) The Applicant shall provide documentation and/or an analysis prepared by a radio or electrical engineer demonstrating that the proposed location of the Antennas is necessary to meet the coverage and capacity needs of its system. The Applicant shall provide a network map describing all of the Applicant's Telecommunications Facilities which provide any coverage within the City's limits. The analysis shall also show the Antennas would not cause interference with other existing or approved Telecommunications Equipment. The Applicant shall also pay the reasonable expenses of a radio or electrical engineer retained by the City, at the City's option, to review this analysis;
 - b) The new or replacement Telecommunications Facilities shall use as many Stealth Design techniques as reasonably possible and include non-proprietary information on stealth design technology. Economic considerations or hardships shall not be the sole justification for failing to provide Stealth Design techniques.
 - c) The new or replacement Tower and Antenna, including attachments other than lightning rods, shall not exceed 150 feet in height, measured from grade. The City Council may, but shall not be required to, increase this height up to 190 feet if the Council finds the increase in height would not have a significant visual impact, would not have a negative property value impact on surrounding properties because of proximity, topography or screening by trees or buildings or would accommodate two or more users. The City Council may waive this height limitation for a Tower and/or Antenna if used wholly or partially for essential public services, such as public safety.
- iii. A new Antenna may be attached to an existing public utility structure within a right of way if:
 - a) The Antenna does not extend more than fifteen (15) feet above the top of the existing utility structure.

- 1 b) The Antenna is no larger than three (3) cubic feet and has no individual
2 surface larger than four (4) feet.
3
4 c) The Antenna extends outward from the utility structure no more than three
5 (3) feet.
6
7 d) There is no ground mounted equipment so long as the existing public utility
8 structure is available for the mounting of such equipment.
9
10 e) There is no interference with public safety communications or with the
11 original use of the public utility structure.
12
13 f) The Applicant agrees that the Antenna must be removed and relocated, at
14 Applicant's expense, if the road authority requires the removal and
15 relocation of the public utility structure.
16
17 iv. New Antenna may be attached to an existing building if:
18
19 a) the Applicant provides an analysis prepared by a radio or electrical
20 engineer demonstrating the proposed location is necessary to meet the
21 coverage and capacity needs of Applicant's. The analysis shall show a
22 network map describing all of the Applicant's Telecommunications
23 Facilities providing coverage within the City's limits and confirm the
24 proposed Antennas would not cause interference with other existing or
25 approved Telecommunications Equipment. The Applicant shall also pay
26 the reasonable expenses of an expert retained by the City, at the City's
27 option, to review this analysis;
28 b) the new Antenna and the associated Accessory Equipment use as many
29 Stealth Design techniques as reasonably possible. Economic
30 considerations or hardships shall not be the sole justification for failing to
31 provide Stealth Design techniques;
32
33 c) the building upon which the Antenna is to be located is located on a parcel
34 of land zoned C – 1 Office and Limited Commercial District, C-3 Service
35 District or PUD Planned Unit Development;
36
37 d) the building upon which the Antenna is to be located is within 300 feet of
38 the Wayzata Blvd E right-of-way;
39
40 e) the Antenna is attached to the façade of the building or attached on or
41 within rooftop screening wall (i.e. §801.09.7.2). A façade mounted
42 Antenna shall not extend above the cornice line and a rooftop or screening
43 wall mounted Antenna shall not extend more than fifteen (15) feet above

1 the screening wall. Façade and screening wall mounted Antenna shall as
2 closely as possible match the color of the underlying building material.
3

- 4 f) Accessory Equipment shall be housed within an existing structure or
5 within rooftop parapet screening walls whenever possible. If a new
6 equipment building is necessary, it shall be situated to the rear or side of
7 the principal use and shall be screened from view by landscaping where
8 appropriate. If a new equipment building is necessary, the building shall
9 be constructed of materials and color scheme compatible with the
10 principal building.
11

12 **C. Conditional Use Permits.**
13

- 14 i. Telecommunication Facilities may not be located on any sites other than
15 those that are designated in Section 801.31.4.B unless the Applicant first obtains a
16 Conditional Use Permit for the location. Such a Conditional Use Permit may be
17 approved provided all of the following are met:
18
- 19 a) The requirements of Section 801.04 have been considered and satisfactorily
20 met.
21
 - 22 b) Antennas attached to an existing building do not extend more than fifteen
23 (15) feet above the highest point of the building.
24
 - 25 c) The Applicant provides documentation and/or an analysis prepared by a
26 radio or electrical engineer demonstrating that the proposed location of the
27 Telecommunication Facility is necessary to meet the coverage and capacity
28 needs of its system. The documentation and/or analysis must also show the
29 Telecommunication Facilities would not cause interference with other
30 existing or approved Telecommunications Equipment. The Applicant shall
31 also provide a network map describing all of the Applicant's
32 Telecommunications Facilities which provide any coverage within the
33 City's limits. The Applicant must also pay the reasonable expenses of a
34 radio or electrical engineer retained by the City, at the City's option, to
35 review this analysis.
36
 - 37 d) The new or replacement Telecommunications Facilities must use as many
38 Stealth Design techniques as reasonably possible. Economic considerations
39 alone are not justification for failing to provide Stealth Design techniques.
40
 - 41 e) New or replacement Tower and/or Antennas must comply with the
42 provisions of Section 801.31.5 below.
43
- 44 ii. The City shall have the following priority ranking of land uses (as defined in
45 the City of Wayzata Comprehensive Plan) suitable for potential new or

1. replacement Telecommunication Facilities when considering a Conditional Use
2. Permit application, with (a) being the highest priority and (d) being the lowest
3. priority:

- 4. a) City Owned Property that is adjacent to highway rights of way and
5. not adjacent to or adjoining residential property.
- 6. b) Institutional/Public Property that is not adjacent to or adjoining
7. residential property.
- 8. c) Semi-Public/Private Property that is not adjacent to or adjoining
9. residential property.
- 10. d) Mixed Use Commercial or Service Commercial properties that are
11. not adjacent to or adjoining residential property.

12.
13. If the proposed site is not the highest priority listed above, then a detailed
14. explanation shall be provided as to why a site of a higher priority was not
15. selected. The explanations shall include the reason or reasons why such a
16. Conditional Use Permit should be granted for the proposed site and a
17. description of the hardship that would be incurred by the Applicant if the permit
18. were not granted for the proposed site.

19.
20. iii. CUPs for new or replacement Telecommunication Facilities shall be prohibited
21. in the following land use categories, as defined in the City of Wayzata
22. Comprehensive Plan:

- 23. a) Parcels guided and utilized for residential purposes, including single
24. family and multiple family.
- 25. b) Parcels guided and utilized for Park or Public Open Spaces
- 26. c) Parcels guided and utilized for Central Business District, Mixed Use
27. Residential, or Downtown Mixed Use District.

28. 29. D. Eligible Facilities Request

30.
31. Notwithstanding the above, nothing in this Section 4 shall be read to allow the City
32. to prohibit a Telecommunication Facilities Permit based solely upon a request by
33. the owner/operator for modification of an existing tower or base station that does
34. not substantially change the physical dimensions of such tower or base station and
35. is otherwise an "eligible facilities request" under 47 U.S.C. Section 1455 (a) and
36. 47 C.F.R. Section 1.40001 (c), as the same may be amended.

37. 38. 39. 5. General Standards for Telecommunication Facilities.

40.
41. All Telecommunications Facilities must comply with the following standards (although
42. nothing in this Section 5 shall be read to allow the City to prohibit a Telecommunication
43. Facilities Permit based solely upon a request by the owner/operator for modification of an
44. existing tower or base station that does not substantially change the physical dimensions
45. of such tower or base station and is otherwise an "eligible facilities request" under 47

1 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be amended.)
2 :
3

- 4 A. **Vertical projection on Antenna support structures.** Antennas mounted on an
5 existing Antenna support structure shall not extend more than 15 feet above the
6 height of the structure to which they are attached. Wall or façade-mounted
7 Antennas shall not extend above the cornice line and shall be constructed of a
8 material or color that matches the exterior of the building.
9
- 10 B. **Horizontal projection.** Antennas shall not project out from the side of the existing
11 Antenna support structure, Tower or wall or facade by more than three feet.
12
- 13 C. **Fall Zone Analysis.** The Applicant must submit a fall zone analysis report
14 completed by a qualified and licensed engineer who shows the
15 Telecommunications Facilities do not pose a threat to general health, safety and
16 welfare of the City.
17
- 18 D. **Setbacks.** A new Tower shall meet the building setback that is established for the
19 district where it is to be located and the following additional standards:
20
- 21 i. The Tower shall be setback from all residential property lines at least one
22 (1) foot for each foot in height, but shall have a minimum setback of at least
23 one hundred (100) feet. The Tower setbacks may be increased by the City
24 Council dependent on the results of the engineered fall zone analysis report
25 submitted by the Applicant as part of the permit application.
26
- 27 ii. Towers and Telecommunications Facilities shall not encroach upon any
28 easements unless written permission is obtained from the underlying
29 property owner burdened by the easement and the beneficiary of the
30 easement.
31
- 32 iii. The required setbacks may be reduced or the location in relation to a public
33 street modified, at the sole discretion of the City Council, when the
34 Telecommunications Facility is integrated into an existing or proposed
35 structure such as a building, light or utility pole.
36
- 37 E. **Height.** The height of an Antenna and/or Tower shall be the minimum necessary
38 to meet the Applicant's coverage and capacity needs, as verified by an electrical
39 engineer or other appropriate professional. Any new or replacement Tower and
40 Antenna, including attachments other than lightning rods, shall not exceed 150 feet
41 in height, measured from grade. The City Council may, but shall not be required
42 to, increase this height up to 190 feet if the Council finds: (i) the increase in height
43 would not have a significant visual impact, (ii) would not have a negative property
44 value impact on surrounding properties because of proximity, topography or
45 screening by trees or buildings or (iii) would accommodate two or more users.
46

- 1 F. **Exterior surfaces.** Towers and Antennas shall be painted a non-contrasting color
2 consistent with the surrounding area such as: blue, gray, green, brown, or silver, or
3 have a galvanized finish to reduce visual impact. Metal Towers shall be constructed
4 of, or treated with, corrosion-resistant material.
5
- 6 G. **Underground Equipment Storage.** If commercially reasonable, Accessory
7 Equipment and/or equipment storage facilities shall be designed to be placed and
8 be built underground adjacent to the Telecommunications Facility. If such
9 underground placement is not commercially reasonable, then such Accessory
10 Equipment and/or equipment storage facility shall be allowed to be placed above-
11 ground, subject to the restrictions of this Ordinance, including, but not limited to
12 screening of existing equipment.
13
- 14 H. **Ground-mounted equipment.** If deemed commercially unreasonable for the
15 Accessory Equipment and/or equipment storage facilities to be located
16 underground, the ground-mounted Accessory Equipment and/or equipment storage
17 facilities shall be architecturally designed to blend in with the surrounding
18 environment, including the principal structure and/or shall be screened from view
19 by suitable vegetation, except where a design of non-vegetative screening better
20 reflects and compliments the character of the surrounding neighborhood. No more
21 than one Equipment Shelter or accessory building is permitted for each Tower.
22 Equipment Shelters or accessory buildings shall be designed to accommodate
23 additional space needed for the co-location of additional Antennas at the site. The
24 additional space must either be built within the first shelter/building or that
25 shelter/building must be designed to allow for future expansions and/or additions.
26 Design of the building or equipment cabinet, screening and landscaping are subject
27 to a site plan review by City Staff, Planning Commission, and City Council, and
28 any applicable Design Standards criteria under Section 801.09 of the Wayzata
29 Zoning Ordinance. The Applicant shall be responsible for maintaining the structure
30 in a high-quality condition. If the Applicant abandons or vacates the structure, it
31 shall be forfeited to the City or torn down by the Applicant at their expense, at the
32 discretion of the City Council.
33
- 34 I. **Construction.** Telecommunications Facilities shall be in compliance with all
35 buildings and electrical code requirements. All applicable federal, state and local
36 agency licenses and/or permits shall be obtained. A Tower shall be designed and
37 certified by a licensed structural engineer to be structurally sound and in
38 conformance with the building code. Structural design, mounting and installation
39 of the Telecommunications Facilities shall be in compliance with the
40 manufacturer's specifications. If, upon inspection, the City concludes that a Tower
41 or other portion of a Telecommunications Facility fails to comply with such codes
42 and standards and constitutes a danger to persons or property, then upon notice
43 being provided to the owner of the Telecommunication Facility or Tower, the
44 owner shall have thirty (30) days to bring such Tower or Telecommunication
45 Facility into compliance with such standards. Failure to bring such Tower or
46 Telecommunication Facility into compliance with such thirty-day period shall

1 constitute grounds for the removal of the Tower or Telecommunication Facility at
2 the owner's expense.
3

4 J. **Interference with Public Safety Telecommunications.** No Tower or
5 Telecommunications Facility shall interfere with public safety
6 Telecommunications. All Towers and Telecommunication Facilities shall comply
7 with FCC regulations and licensing requirements.
8

9 K. **Security Fencing and Screening.** Telecommunication Facilities and Towers shall
10 be enclosed by security fencing not less than the height of the equipment located
11 therein and shall also be equipped with an appropriate anti-climbing device.
12 Fencing within one hundred (100) feet of a residential or parking property shall be
13 constructed of a well-designed fence of wood or other environmentally sound
14 material, and be compatible with the surrounding character of the area. The
15 Telecommunication Facilities and Towers shall also include a landscape screen, at
16 least six (6) in height, around the perimeter of equipment area, as approved by the
17 City Council.
18

19 L. **Other Protections.** The City may require shields to protect from ice falling from
20 Towers, anti-climbing devices to prevent unauthorized persons from climbing
21 Towers, or other appurtenances necessary to protect life and property.
22

23 M. **Noise.** If the proposed Telecommunications Facility includes equipment that
24 causes significant sound levels, sound buffers may be required including but not
25 limited to, baffling, barriers, enclosures, walls and plantings. The Applicant shall
26 submit an acoustical analysis (measured to the property line) and report prepared
27 by a licensed and/or accredited sound engineer certifying that the noise to be
28 generated from the proposed Telecommunication Facility shall not impact adjacent
29 properties. Said report shall include, without limitation, a written description of all
30 noise generated by the Facility, including retractable monopole motors, Antenna
31 rotators, power generation, heating or air conditioning, and related equipment, and
32 shall include the estimated times, frequency, duration and decibel levels of the
33 noise. All equipment shall conform to Minnesota Pollution Control Agency decibel
34 standards.
35

36 N. **Sensitive Habitats.** No Telecommunication Facility shall be located in
37 environmentally sensitive habitats, including but not limited to wetlands,
38 shorelines, established animal habitats, conservation districts, and significant tree
39 groups, unless mitigation measures can be adopted which would reduce potential
40 impacts to levels of non-significance.
41

42 O. **Radio Frequency Emissions.** Telecommunications Facilities shall comply with
43 Federal Communication Commission standards for radio frequency emissions and
44 interference.
45

- 1 P. **Interference.** No Telecommunication Facility shall be permitted that causes
2 interference with commercial or private use and enjoyment of other legally
3 operating telecommunications devices including, but not limited to, radios,
4 televisions, personal computers, telephones, personal communications devices,
5 garage door openers, security systems, and other electronic equipment and devices
6 in violation of any Federal Communication Commission standards relating to radio
7 frequency interference. Unless otherwise prohibited by Federal Communication
8 Commission standards, an Applicant shall furnish a state registered engineer's
9 certification that no such interference shall occur, or identify what interference may
10 occur and how the Applicant shall mitigate any potential interference that may
11 occur.
12
- 13 Q. **Risk of Danger.** Telecommunications Facilities and Towers shall not pose a risk
14 of explosion, fire, or other danger due to its proximity to volatile, flammable,
15 explosive or hazardous materials. Telecommunication Facilities, Towers,
16 Antennas, and Accessory Equipment shall be subject to state and federal
17 regulations pertaining to non-ionizing radiation and other health hazards related to
18 such Facilities. If new, more restrictive standards are adopted, the Facilities shall
19 be made to comply or continued operations may be restricted by the City Council.
20 The cost of verification of compliance shall be borne by the Applicant.
21
- 22 R. **Maintenance.** All Telecommunication Facilities and Towers shall at all times (i)
23 be kept and maintained in good condition, order and repair so that the same shall
24 not menace or endanger the life or property of any person, and (ii) allow sufficient
25 access for service vehicles and personnel. Maintenance of equipment shall be
26 scheduled for between 7:00am-6:00pm, Monday through Friday, unless in case of
27 emergency or otherwise agreed to by the City. Service vehicles for equipment
28 maintenance shall be parked on city streets, unless paved and screened off-street is
29 available at the site. In the case of maintenance of Telecommunication Facilities
30 on the City Water Tower, service vehicles shall park on the service entrance of the
31 City Water Treatment Plant, whenever possible.
32
- 33 S. **Co-location opportunity.** The Applicant, the Tower owner, the landowner, and
34 their successors and assigns shall allow the shared use of the Tower if an additional
35 user agrees in writing to meet reasonable terms and conditions for shared use, shall
36 submit a dispute over the potential terms and conditions to binding arbitration, and
37 shall sign the Conditional Use Permit agreeing to these requirements. The City
38 Council may waive these co-location requirements if necessary to implement
39 stealth design.
40
- 41 i. All Telecommunications Facility providers shall cooperate with each other
42 in co-locating Telecommunication Facilities and shall exercise good faith
43 in co-locating with other licensed carriers and in the sharing of sites,
44 including the sharing of technical information necessary to evaluate the
45 feasibility of collocation. In the event a dispute arises as to a co-location
46 issue, the City may require a third-party technical study to evaluate the

feasibility of co-locating at the expense of each wireless telecommunications providers involved in the third-party study;

ii. All proposed new Towers shall be designed to accommodate both the Applicant's Antennas and Antennas for as many other licensed carriers as can be technically located thereon, but not less than one additional;

iii. All new Towers and Facilities owned by a telecommunications provider shall be made available for use by the owner or initial user thereof, together with as many other licensed carriers as can be technically located thereon, but not less than one additional;

iv. All proposed new Towers shall be designed to allow for future rearrangement of Antennas or Tower modifications, and to accept Antennas mounted at varying heights unless the City otherwise agrees in order to accommodate Stealth Design techniques;

T. **Successors and Assigns.** Any Permit or lease for a Telecommunications Facility shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

U. **External messages.** No advertising message or identification signs, other than warning or equipment information signs as legally required, shall be affixed to the Telecommunications Facilities.

V. **Lighting.** Telecommunications Facilities or Towers shall not be artificially illuminated unless required by law or by a governmental agency to protect the public's health and safety or unless necessary to facilitate service to ground-mounted equipment. Any lighting or artificial illumination utilized shall be shielded and not cast glare onto adjacent properties. All lighting shall be measured to the property line.

W. **On-site employees.** There shall be no employees on the site at a Telecommunications Facility on a permanent basis. Occasional or temporary repair and service activities are allowed.

X. **Advances in Stealth Technology.** Whenever an applicant proposes to install and/or replace antennas or other telecommunications equipment, the Applicant shall submit a report describing all available technology for installation or replacement. The report shall include the purpose of equipment to be installed (expand coverage, expand capacity, expand bandwidth, etc.) and the performance specifications and physical dimensions of the equipment. The report conclusions must provide an analysis of performance versus visual impacts and/or stealth technology. The City retains the right to evaluate the reports analysis and perform a third party technical review at the applicants cost. The City shall have the ability

1 to require the stealth or lower visual profile equipment based on the third party
2 technical recommendation.
3

4 Y. **Removal.** After one hundred twenty (120) days' notice from the City to the Permit
5 Holder all Telecommunications Facilities, Antennas, or Towers shall be required
6 to be removed at the Permit Holder's expense, if such improvement is found to be
7 in violation of any portion of this Ordinance by the City and such violation is not
8 cured within such thirty day time period. Obsolete or unused Telecommunications
9 Facilities and all related equipment shall be removed within six (6) months after
10 cessation of their use at the site, unless an exemption is granted by the City Council.
11 Telecommunications Facilities and related equipment that have become hazardous
12 shall be removed or made not hazardous within 30 days after written notice to the
13 current Permit Holder and to any separate landowner, unless an exemption is
14 granted by the City Council. Notice may be made to the address listed in the
15 application, unless another one has subsequently been provided, and to the taxpayer
16 of the property listed in the Hennepin County tax records. Telecommunications
17 Facilities and all related equipment that are not removed within this time are
18 declared to be public nuisances and may be removed by the City. The City may
19 assess its costs of removal against the Property.
20

21 Z. **No Recourse Against the City.** Every permit shall provide that, without limiting
22 such immunities as the City or other persons may have under applicable law, an
23 Applicant/Permit Holder shall have no monetary recourse whatsoever against the
24 City or its elected officials, boards, commissions, agents, employees or volunteers
25 for any loss, costs, expense or damage arising out of any provision or requirement
26 of this Ordinance or because of the enforcement or lack of enforcement of this
27 Ordinance or the City's exercise of its authority pursuant to this Ordinance, a
28 permit, a lease, or other applicable law, unless the same shall be caused by criminal
29 acts or by willful gross negligence. Nothing herein shall be construed as a waiver
30 of sovereign immunity.
31

32 **6. Applications for Telecommunications Facilities Permit.**
33

34 Permit Application. An application for a permit for a modification of an existing tower or
35 base station that does not substantially change the physical dimensions of such tower or
36 base station shall include information sufficient to demonstrate that the modification meets
37 the standards set forth in 47 C.F.R. Section 1.40001.
38

39 For all other Telecommunications Facilities Permit applications, the following
40 requirements apply. In addition to an Applicant's name, address, certificate of survey,
41 grading and landscaping plans, and other such similar information, an application for a
42 permit under this Section shall include the following:
43

44 A. A scaled site plan clearly indicating the location, type and height of the proposed
45 Telecommunication Facility, Tower, or Antenna, on-site land uses and zoning,
46 adjacent land uses and zoning, adjacent roadways, proposed means of access,

1 setbacks from property lines, elevation drawings of the proposed equipment and
2 any structures, topography, parking and any other information deemed by the City
3 Staff to be necessary to assess compliance with this Section.
4

5 B. A visual simulation of the proposed Telecommunication Facility Tower or
6 Antenna. Visual simulation shall consist of either a physical mock-up of the
7 Telecommunication Facility Tower or Antenna, balloon simulation, computer
8 simulation, photo simulation, or other similar simulation. In instances where the
9 proposed Telecommunications Facility Tower or Antenna is located near a
10 residential area, photo simulations shall be submitted of the proposed
11 Telecommunication Facility Tower or Antenna from the nearest residential
12 neighbors unless the owners of such residential property refuse to allow the
13 required photo to be taken.
14

15 C. A report from a qualified and licensed professional engineer which:
16 i. Demonstrates that the Telecommunication Facility, Tower, Antenna and/or
17 Accessory Equipment comply with the structural and electrical standards of
18 this Section.
19 ii. Describes the Tower height, if utilized.
20 iii. Documents the height above grade for all potential mounting positions for
21 co-locating Antennas and the minimum separation distance between
22 Antennas.
23 iv. Describes the Tower's capacity, if utilized, including the number and type
24 of Antennas it can accommodate.
25 v. A network map describing all of the Applicant's Telecommunications
26 Facilities which provide any coverage within the City's limits.
27 vi. Documents what steps the Applicant shall take to avoid interference with
28 established public safety Telecommunications.
29 vii. Includes an engineer's stamp and registration number.
30

31 D. A written statement acknowledging that failure to comply with this Section and the
32 conditions of permit approval shall result in the revocation of the permit and
33 removal of the Telecommunications Facility, Antenna, and/or Tower;
34

35 E. Documentation that the Applicant has applied for and/or obtained any licenses
36 and/or approvals that are required by federal and state agencies.
37

38 F. A written statement indicating that the expenses incurred by the City to review and
39 process the application, and to enforce the provisions of the permit shall be
40 reimbursed by the Applicant.
41

42 G. A written statement which requires the Applicant to utilize the procedures
43 established by the Federal Communications Commission to resolve any complaints
44 received relating to interference allegedly caused by the Telecommunications
45 Facility, Antenna, and/or Tower.
46

- 1 H. A written statement indicating that the Applicant shall cooperate in good faith and
2 fair dealing in co-locating Telecommunications Facilities, Antenna and/or Towers.
3
4 I. A written statement indicating that the Telecommunications Facility, Antenna,
5 and/or Tower shall be maintained in good and safe condition and its original
6 appearance and concealment, disguise or camouflage elements incorporated into
7 the design at the time of approval shall be preserved. Such maintenance shall
8 include, but not be limited to, painting, repair of equipment, and maintenance of
9 landscaping.
10
11 J. A written statement authorizing the City to conduct periodic inspections to
12 determine that the Telecommunications Equipment complies with the provisions of
13 this Section, any conditions of approval and all safety and building codes and
14 permits issued. This statement shall give the City the right to conduct such
15 inspections at any time upon a reasonable notice of five (5) business days to the
16 Applicant, and that all expenses related to such inspections shall be borne by the
17 Applicant.
18
19 K. A written statement indicating that the Applicant understands that
20 Telecommunications Facilities, Antennas, and/or Towers which have not been used
21 for six (6) months shall be deemed abandoned, and shall be removed pursuant to
22 this Section.
23
24 L. A written statement requiring the Applicant or current Permit Holder to notify the
25 City that the Telecommunications Facility, Antenna, and/or Tower continue to be
26 in operation. The notice of continuing operation shall be sent to the City Manager
27 annually by certified mail within the last two (2) weeks of the month of December.
28 The City shall provide written notice of failure to provide the required statement
29 with a requirement that such statement be provided within 14 days from the date of
30 such notice.
31

32 **7. Review of Permit Applications.**
33

34 The City shall process all applications for Telecommunication Facilities Permits in a timely
35 manner and in accordance with established procedures and City Code.
36

37 **8. Appeals.**
38

39 At any time within thirty (30) days after a written order, requirement, determination or final
40 decision has been made by the Zoning Administrator or other official interpreting or
41 applying this Section, except for actions taken in connection with prosecutions for
42 violations thereof, the Applicant or any other person affected by such action may appeal
43 the decision in accordance with the provisions of the Zoning Ordinance.
44

45 **9. Revocation of Permit.**
46

1 A material breach of any terms and conditions of a permit issued for a Telecommunication
2 Facility under this Section and the Zoning Ordinance may result in the revocation of the
3 permit by the City. Penalties for a violation of a permit or this Section may include fines
4 and removal of the Telecommunication Facility, Tower, or Antenna at the
5 Applicant's/Permit Holder's expense.
6

7 **10. No Recourse Against the City.**
8

9 Every application for and issued permit shall provide a written acknowledgement,
10 agreement and release from the Applicant and Permit Holder that, without limiting such
11 immunities as the City or other persons may have under applicable law, an Applicant and
12 Permit Holder shall have no monetary recourse whatsoever against the City or its elected
13 officials, boards, commissions, agents, employees or volunteers for any loss, costs, expense
14 or damage arising out of any provision or requirement of this Ordinance or because of the
15 enforcement or lack of enforcement of this Ordinance or the City's exercise of or failure to
16 exercise its authority pursuant to this Ordinance, a permit, a lease, or other applicable law,
17 unless the same shall be caused by criminal acts or by gross negligence. Nothing herein
18 shall be construed as a waiver of sovereign immunity.
19

20
21 **11. Indemnification.**
22

23 Each permit issued pursuant to this Section shall have as a condition of the permit, a
24 requirement that the Applicant indemnify and hold harmless the City and its officers,
25 agents, and employees from actions or claims of any description brought on account of any
26 injury or damages sustained by any person or property resulting from the issuance of the
27 permit and conduct of the activities authorized under said permit.
28

29 **12. Severability.**
30

31 If any section, subsection, sentence, clause or phrase of this Section is for any reason held
32 to be invalid, such decision shall not affect the validity of the remaining portions of this
33 Section. The City Council hereby declares that it would have passed this Section and each
34 section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any
35 one or more sections, subsections, sentences, clauses, or phrases may be declared invalid.
36

37 **13. Residential Accessory Uses.**
38

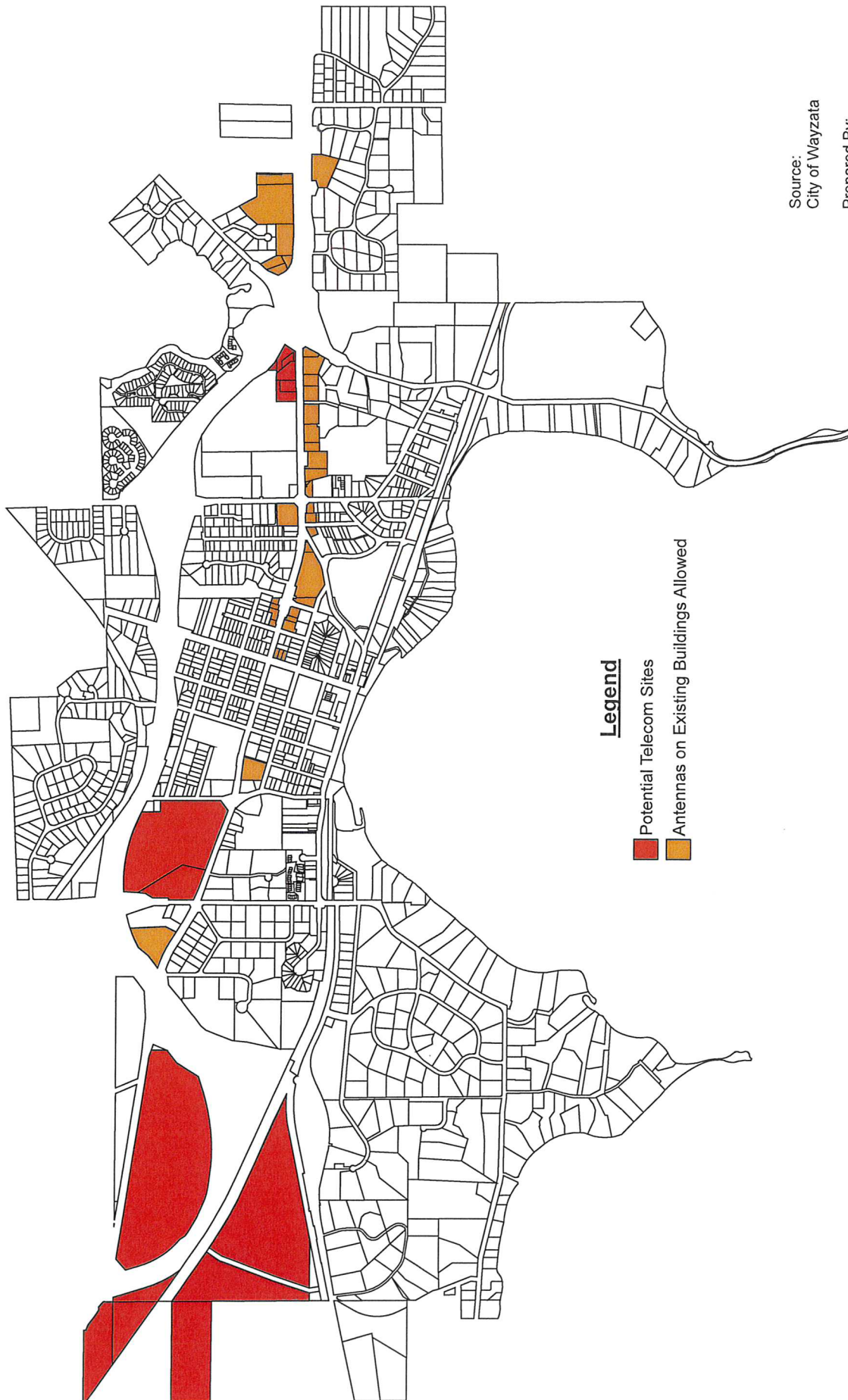
39 Residential Accessory Communication Devices are a permitted accessory use within
40 residential districts provided they meet the following conditions:
41

- 42 A. **Use.** They are for use by residents upon whose property the Residential Accessory
43 Communication Devices are located.
44

- 1 B. **Height.** A ground mounted Residential Accessory Communication Device height
2 shall not exceed fifteen (15) feet unless approved as a Conditional Use Permit by
3 the City Council.
4
- 5 C. **Yards.** The Residential Accessory Communication Device shall not be located
6 within the required front yard setback, a required side yard or any side yard abutting
7 a street. Communication devices shall be located five (5) feet or more from rear lot
8 lines and shall not be located within a utility easement.
9
- 10 D. **Roofs.** The Residential Accessory Communication Device may be placed on the
11 roof of any authorized structure on the premises. The height of the Residential
12 Accessory Communication Device shall not exceed six and one-half (6-1/2) feet
13 above the peak of the roof, unless approved by a Conditional Use Permit by the
14 City Council.
15
- 16 E. **Neighboring Property Impact.** In cases where no building permit is required, the
17 Residential Accessory Communication Device shall be so located that in the event
18 it falls, it shall not fall on adjoining property.
19
- 20 F. **Building Permits.** A building permit shall be required for the installation of any
21 Residential Accessory Communication Device which requires a Conditional Use
22 Permit, or for any device which has a structural surface exposure of greater than
23 nine (9) square feet. Building permit applications shall be accompanied by a site
24 plan and structural components data for the Residential Accessory Communication
25 Device, including details of anchoring. The Building Official shall approve the
26 plans before installation.
27
- 28 G. **Color/Content.** Residential Accessory Communication Devices shall be of a
29 neutral color and shall not be painted with scenes or contain letters or messages.
30
- 31 H. **Lightning Protection.** Each Residential Accessory Communication Device shall
32 be grounded to protect against natural lightning strikes in conformance with the
33 National Electrical Code as adopted by the City of Wayzata.
34
- 35 I. **Electrical Code.** Residential Accessory Communication Device electrical
36 equipment and connections shall be designed and installed in conformance with the
37 National Electrical Code as adopted by the City of Wayzata.
38
- 39 J. **Effective Date.** The provisions of this Section shall be applicable to all
40 communication reception/transmission devices erected after _____, 2015.
41 All such structures existing prior to this date shall be addressed as legal non-
42 conforming uses.
43
- 44 K. **Conditional Use Permit.** Residential Accessory Communication Devices not
45 qualifying as a permitted accessory use may be considered and approved through
46 conditional use standards established by Section 801.04 of this Ordinance.

1
2
3

000043-204032/2211839_2



Legend

- Potential Telecom Sites
- Antennas on Existing Buildings Allowed

Source:
City of Wayzata

Prepared By:
City of Wayzata Planning Department
10/05/2015
DRAFT



Telecom Site Land Use Review



**WAYZATA PLANNING COMMISSION
DRAFT MEETING MINUTES
OCTOBER 5, 2015**

c. Telecommunications Ordinance – City of Wayzata

i. Repeal existing City Code § 801.31 and replace it with draft Telecommunications Ordinance

Interim City Planner Zweber stated as part of the Telecommunications Study the City has engaged in, the City Council and Planning Commission have been working on updates to the City's Telecommunications Ordinance in order to better regulate the use and location of new cellular towers and other equipment. On August 17, the City Council and Planning Commission conducted a joint workshop to review a draft Ordinance, which included testimony from the City's four major telecommunications providers. Based on this workshop, a number of changes have been made to the August 11 draft Ordinance. He reviewed the proposed changes, comments from Verizon and AT&T, and provided a summary of other communities regulations for antennas mounted on existing buildings. He explained the City would need to repeal the existing Telecommunications Ordinance and then adopt the new Telecommunications Ordinance.

City Attorney Kaminski stated the main thing that the City Attorney's office has been concerned about in the recent round of revisions is the impact of a relatively recent change to the federal Telecommunication Statute that prohibits a city from denying a modification to an existing tower or base station. The telecommunication providers have been helpful in providing input to the drafting this Ordinance, and staff has incorporated their comments where they felt it was appropriate. Staff has let the telecommunication vendors know that the City understands it would have limited ability to deny modifications to existing equipment or towers if there is not a substantial change in the dimensions of the equipment. Within the last day, AT&T had provided input on where language to this effect could be placed in the draft Ordinance but the City Attorney's office has not had time to review this recommendation.

Mr. Zweber summarized that the issues the Commission should discuss and clarify are the Federal Regulations, and the vendor's interpretation versus the City Attorney's,s and how strong the language should be for common ground equipment.

Commissioner Gonzalez stated she had not been given adequate time to review the draft and the additional comments from Verizon and AT&T. She felt the Commission should have reviewed the draft at a workshop prior to holding the public hearing.

Chair Vanderheyden opened the public hearing at 9:19 p.m.

Mr. Jay Littlejohn, 150 South 5th Street, Minneapolis, Attorney for Verizon, stated Verizon is not prepared to make an application for any new equipment or facilities at this time, which allows the City additional time to review and prepare the new Ordinance. He stated the FCC has determined that network reliability is a primary public safety concern. Verizon's efforts have been to show the City how they can use stealth technologies, and he is concerned with some of the restrictions the City may be including in the Ordinance that would limit this use and require variances. He

would not recommend the use of Planned Unit Developments because this is extra work the City should not need to go through. The decision should be if the location is appropriate and the equipment screening is in character with the neighborhood. He explained the best time for maintenance to be done on the equipment is when there is less use, which would be nighttime/early morning hours. Requiring this maintenance to occur during business hours would create problems for users with service interruption. If there were a need to switch antennas, then this work would be done during the day.

Commissioner Gruber asked if the City Attorney had been able to review Verizon's concerns and questions in order to provide guidance to the Planning Commission.

City Attorney Kaminski stated most of the issues raised by Verizon could be discussed by the Commission but, in his view, these are policy decisions not legal issues.

Commissioner Gonzalez stated the reason for the restricted hours is because there is noise, lights, and other disturbances that disrupt the peace in neighborhoods. She asked how the City could accommodate the vendor's needs and those of the City.

Mr. Littlejohn stated once a site is built, it is operated remotely and they would only be at the site to make improvements or test the facility. They would not expect to have someone at these sites more than once a month and this does not generate a lot of traffic. The vehicles used are similar to the SUVs driven by residents. He stated the restrictions could be imposed under the right circumstances but may not be appropriate for businesses that do not want these improvements done when customers are on site.

City Attorney Kaminski suggested either restricting the hours of access on larger City owned sites, and building the hours into the approval for those areas that are sensitive, or the City could keep the language that restricts the hours for repairs and maintenance throughout the City.

Mr. Littlejohn suggested the City add language that the City may impose conditions for hours of operation for those areas that impact residents. The City could also impose the condition due to health, safety or welfare of the residents.

Commissioner Gruber stated the Commission should discuss when maintenance should be done in greater detail, and she is not comfortable sending this draft to the City Council without those discussions.

Ms. Amy Jacobs-Dresch, 2727 Patton Road, Roseville, stated due to the City's trees, it may be more feasible in some areas for antennas to be located on roof tops with screening versus on the side of the buildings.

Mr. Zweber explained that Staff and the vendors would be able to work out the language that references roof top parapets.

Valarie Bargeman, Director of External Legislative Affairs for AT&T, 901 Market Avenue, Minneapolis, explained underground cabinets are not easy to do in this area due to the space

needed. She explained that the hours for repairs and maintenance may not be something that can be easily controlled because these need to be done to keep the network working for the health and safety of the residents.

Chair Vanderheyden closed the public hearing at 9:39 p.m.

Commissioner Iverson stated the vendors have stated it would be acceptable to take an additional two (2) weeks to go through the draft prior to moving it forward to the City Council.

Mr. Zweber asked the Commission to provide direction to Staff on the outstanding items so that the changes could be incorporated in the proposed Ordinance prior to the next meeting.

Chair Vanderheyden stated Section 5.R references the time regulations for working on equipment. He stated he would be receptive to restricting the time only for City owned property.

Commissioner Gruber stated Staff had provided the phrase "or otherwise agreed to by the City". This allows the flexibility the vendors are looking for. She asked how practical this would be in emergencies.

Commissioner Gonzalez asked if Section 5.G. should be removed because underground equipment was not feasible in this area.

Mr. Zweber suggested removing Section G and leaving Section 5.H.

Chair Vanderheyden stated he would like to leave Section 5.G because this is something the City is striving for. There is no harm in having it in the Ordinance in the event these facilities become feasible in the future.

Commissioner Gruber asked if the intent was to have all the vendors in one facility.

Commissioner Iverson stated it is possible to have them separated by locked doors but all be under one roof.

Mr. Littlejohn stated this would turn a small facility into a relatively large facility. He stated it would not make sense to have someone overbuild a site to start with because this may be a location that is not appealing to other vendors. This would leave an overly large facility for one vendor. The intent is to have these facilities go unnoticed.

Chair Vanderheyden stated he would be in favor of expanding a nonconforming building if it meant expanding technology utilizing existing structures.

Mr. Zweber stated the Planned Unit Development Ordinance would address the possibility of including this technology and for those structures that do not currently have a PUD, they would have to convert to a PUD to make this accommodation. The C1 and C3 Districts would need to apply for a Conditional Use Permit.

City Attorney Schelzel stated the PUD is a flexible device in which the City may exercise a great deal discretion and set up the parameters for this kind of use. PUD amendments are not necessarily an onerous task because you would not have to go through every aspect of the PUD, only those aspects of the existing PUD where the amendment is needed.

Mr. Zweber clarified that roof top parapet walls is a defined term in the City's Ordinances and Design Standards, and this is intended to be setback from the façade of the building. Staff will work with the vendors on clarifying this language.

Commissioner Gonzalez stated the Design Standards limits the height of the screening walls. She asked what these walls would screen.

Mr. Zweber stated the screening would be for some of the height of the antenna and some of the ancillary equipment.

Mr. Zweber stated Verizon asked the definition of towers be amended to include only towers taller than 30-feet rather than taller than 15-feet in Section 2.O. Currently anything under 15-feet tall does not have to have a CUP under the proposed Ordinance. The request would mean that anything under 30-feet would not have to be located in the designated areas, and it would expand the amount of equipment that vendors can have. He stated he would work with City Engineer Kelley to look at the height of other equipment in the City, such as streetlights or telephone poles. This would provide a better visual reference for the Planning Commission.

Mr. Jason Hall, 7365 Kirkwood Court North, Maple Grove, representing AT&T, stated the reason AT&T suggested 30-feet because there are several communities in the 7-County Metro area that use 30-feet as the standard tower height. As a vendor and provider they are looking for as much flexibility as possible. He stated they would be flexible and work with Staff.

Mr. Zweber stated he would be reluctant to change Section 4.B.iii by removing "within a right-of-way". AT&T is requesting this be changed to allow a new antenna on any public utility structure anywhere. He recommended keeping the right-of-way language and adding other locations to allow flexibility but not allowing them anywhere.

Mr. Hall stated the reason AT&T redlined this language was because their internal legal counsel had stated that cities typically have structures in other areas such as conservation easements or other public areas that are not considered right-of-way.

Chair Vanderheyden stated Staff would look at this language to see if it could be expanded to accommodate other City owned locations.

Mr. Zweber stated Staff would review Section 4.C. and work with the vendors on this. The vendors are requesting to limit the use of noise dampening equipment to within 100-feet of residential areas in Section 5.M. He would not recommend limiting the use of this equipment to only residential areas.

Chair Vanderheyden stated an acoustical analysis should be required in all situations.

Mr. Zweber stated he would not recommend removing Section 5.X. He would recommend that the City look at the advances in technology for new antennas and not existing antennas.

Chair Vanderheyden agreed that the City should not require vendors to upgrade existing equipment whenever the City wants it done. But requiring the use of advances in technology for new antennas is a reasonable expectation. If the City aesthetically approves a tower today, they should allow the vendor to commercially improve this same tower tomorrow.

Mr. Zweber stated Staff would work with the vendors on language that would meet these goals.

Commissioner Gonzalez stated she would recommend leaving the language in Section 5.X as written.

Commissioner Young agreed with Chair Vanderheyden and this section is overreach by the City. He would recommend softening the language or remove the section completely. Being this restrictive could have a negative impact on the City where vendors do not want to improve coverage within the City.

Commissioner Gruber suggested keeping the section and changing the language so that the vendors are providing the City with information on advances in technology and educating the City.

Commissioner Gnos agreed that vendors would be commercially motivated to use equipment that is smaller, faster, and more advanced to provide better service to their customers.

Mr. Zweber recommended changing the language so that vendors provide a study on the new technologies, and why they would be installing any proposed equipment.

Commissioner Iverson asked how often vendors would have to provide the City with updates on the advances in technology.

Mr. Zweber stated as it is written, it would be the City that would review existing equipment with new technologies but this could be changed to apply to the replacement of existing equipment and new equipment.

Chair Vanderheyden stated it would be reasonable for the City to request information on the technology being used and what technology is available for replacement to existing equipment or new equipment.

Chair Vanderheyden stated the Commission would be agreeable to 120 days instead of 60 days in Section 5.Y.

Commissioner Gonzalez moved, Seconded by Commissioner Iverson to continued discussions on the Telecommunications Ordinance to a future meeting to allow Staff to make the recommended changes. The motion carried unanimously.

October 1, 2015

SENT VIA E-MAIL ONLY

Wayzata City Council and Planning Commission
Attn: David Dudinsky, Dir. of Public Service
City of Wayzata
299 Wayzata Blvd. W.
Wayzata, MN 55391

Re: Proposed Amendments to City of Wayzata Zoning Ordinance
Related to Commercial Telecommunications Facilities
Verizon Wireless Comments

To the Wayzata City Council and Planning Commission:

As we mentioned in our prior comments related to the proposed relocation of the Verizon Wireless facilities from the City of Wayzata water tower, more than 40% of adults in the United States have only a wireless telephone, with no traditional landline telephone service at all.¹ In the Midwest, 46.9% of adults live in households with no wired phone. (*See* U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, ***Wireless Substitution: State-level Estimates from the National Health Interview Survey***, January–June 2014 (December, 2014) at Table 2, p. 7 *available at* <http://www.cdc.gov/nchs/data/nhis/earlyrelease/wireless201412.pdf>.)

The FCC considers enhanced reliability and resiliency of the wireless communications network a “major public safety priority” of the FCC due to the growing number of U.S. households that rely solely on wireless phones and because the great majority of 911 calls originate on wireless networks. *See In the Matter of Improving the Resiliency of Mobile Wireless Communications Networks; Reliability and Continuity of Communications Network, Including Broadband Technologies*, FCC 13-125 at ¶18 (September 27, 2013)(“With an increasing percentage of 911 calls – already measured at 75 percent within the State of California – originating on wireless networks, the need for reliable wireless service during emergencies is a major public safety priority.”)

Recognizing this, many local zoning authorities now view their regulation of wireless infrastructure much differently from the way they did 10 or 20 years ago. Where cities once may have adopted a goal to preclude these facilities from residential areas, forward-thinking communities recognize that it would be irresponsible to do so now. Cellphones have become so commonplace that it is crucial for cities like Wayzata to adopt ordinances that encourage well-developed networks, so that these devices will work properly when they are needed most. This

***Verizon Wireless Comments on Proposed Amendments to
City of Wayzata Commercial Telecommunications Facilities Ordinance
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is especially important when someone must use their cellphone to call 9-1-1 from inside their own home or workplace.

After all, these devices only work when there are operational cell sites with antennas in relatively close proximity to the wireless caller. This need for proximity is even more important when someone needs to use their phone from inside of a building – perhaps even the basement of their own home. Because these systems operate at relatively low power, it is very difficult for the signals to penetrate the walls of buildings where callers may be. We all know this to be true; as we go into our basements and lower levels of our homes, it is more difficult to make a call, or to keep a call connected once it is made.

Although common when this service was new, cellphone use is no longer limited to our cars. Certainly, police, fire and public safety personnel still use their devices when on the scene or traveling to it. But smartphones are just as likely to be used by the average citizen – to check for storms while fishing or boating, to read e-mail between innings during a little league game or even to get directions to the next hockey game. The antennas need to be wherever the people are, and the City's ordinance should be drafted to make this possible, even in residential areas.

Stealth designs can be used in many locations. If the City prefers that these installations go largely unnoticed by casual observers, the amendments should be drafted to accommodate cell sites that are camouflaged – so called stealth designs. This type of construction technique can make it possible for a cell site to be integrated into a church, school or other, higher density residential (apartment) building. In addition to rooftop installations, these facilities can be camouflaged as steeples, bell towers, crosses, chimneys, parking lot light standards, or other structures that fit with the character of the preexisting land use. For locations on rooftops, it can be possible to install antennas behind RF-transparent screen walls, when the original building design can accommodate the structure and increased snow load, of course.

For this reason, cell sites – as a category of land use – should not be limited to areas that are only zoned C-1, C-3 or PUD (Office and Limited Commercial District, Service District or Planned Unit Development, respectively), as set forth in the current draft of the ordinance. (*See* Section 801.31.4(B)(iv)(c), located on lines 6-8 of p.7 of the draft.) This is not to say that the City should allow cell sites on properties that are used for single family residences, or even low density, multifamily developments, such as twin homes. Therefore, Verizon Wireless recommends that the following provision be added to the end of Section 801.31.4(B)(iv)(c) be modified as follows:

- c) the building upon which the Antenna is to be located is not a single-family dwelling or twin home. ~~located on a parcel of land zoned C – 1 Office and Limited Commercial District, C-3 Service District or PUD Planned Unit Development~~

Since wireless facilities would still be subject to review under the City's Conditional Use Permit process, this revision would give flexibility, while still preserving land use control that the City has over all Conditional Use Permit applicants.

***Verizon Wireless Comments on Proposed Amendments to
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For similar reasons, limiting the design of cell sites to the requirement that antennas be mounted on the façade or parapet of a building is not necessary. To accommodate this type of design, the provisions of Section 801.31.4(B)(iv)(e) should be modified as follows:

- e) the Antenna is attached to the façade of the building, or to the rooftop parapet screening wall or housed within rooftop screening walls whenever possible. A façade mounted Antenna shall not extend above the cornice line and a rooftop or parapet mounted Antenna shall not extend more than fifteen (15) feet above the parapet wall. Façade and parapet wall mounted Antenna, and all rooftop screening walls shall as closely as possible match the color of the underlying building material.

In fact, this ability to approve well-designed facilities is likely the best way that the City can ensure that its citizens will have the wireless service that they expect – and deserve – while still controlling development of the facilities. However, one of the provisions of the ordinance amendments has the potential of requiring buildings to be built that are much larger (perhaps 3 times larger) than they need to be. (*See* Section 801.31.5(H).) That provision requires buildings or shelters to be built to accommodate multiple users. Depending on the existing use of a site, this might mean that a facility that could easily blend into the surroundings with a smaller structure might not blend so well if the structure is required to be larger.

To avoid this unintended consequence, Verizon Wireless suggests the following revisions to the second sentence of Section 801.31.5(H):

H. Ground-mounted equipment. If deemed ~~unfeasible by the City Council to be built~~ commercially unreasonable for the Accessory Equipment and/or equipment storage facilities to be located underground, the ground-mounted Accessory Equipment ~~or buildings and/or equipment storage facilities~~ shall be architecturally designed to blend in with the surrounding environment, including the principal structure; and/or shall be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and compliments the character of the surrounding neighborhood. No more than one Equipment Shelter or accessory building is permitted for each user of a Tower. Equipment Shelters or accessory buildings shall may be designed to accommodate additional space needed for the co-location of additional Antennas at the site, if reasonably necessary given the current land uses at the site, the design of the facility, the land space available and the applicable Conditional Use criteria. Design of the building or equipment cabinet, screening and landscaping are subject to a site plan review by City Staff, Planning Commission, and City Council, and any applicable Design Standards criteria under Section 801.09 of the Wayzata Zoning Ordinance. The Applicant shall be responsible for maintaining the structure in a high-quality condition. If the Applicant abandons or vacates the structure, it shall be forfeited to the City or torn down by the Applicant at their expense, at the discretion of the City Council.

***Verizon Wireless Comments on Proposed Amendments to
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Some language only applies to City owned facilities. Finally, it seems apparent that Section 801.31.5(R) contains language that is leftover from the City's earlier ordinance, in which all cell sites were required to be on City property. That provision contains very specific limitations on access and maintenance of facilities (work only between 7:00 a.m. and 6 p.m. (except in cases of emergency), as well as parking of maintenance vehicles being on city streets wherever possible. However, the owner of a business may prefer that work be performed outside of business hours, and that vehicles be parked in the parking lot, for example.

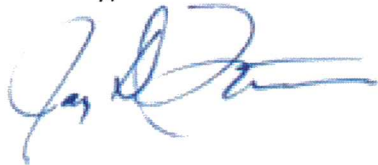
These issues can be handled with the following, further revisions to Section 801.31.5(R):

R. Maintenance. All Telecommunication Facilities and Towers shall at all times (i) be kept and maintained in good condition, order and repair so that the same shall not menace or endanger the life or property of any person, and (ii) allow sufficient access for service vehicles and personnel. On sites owned by the City, maintenance Maintenance of equipment shall be scheduled for between 7:00am-6:00pm, Monday through Friday, unless in case of emergency or otherwise agreed to by the City. Service vehicles for equipment maintenance shall be parked on city streets, whenever possible unless off-street parking is available at the site. In the case of maintenance of Telecommunication Facilities on the City Water Tower, service vehicles shall park on the service entrance of the City Water Treatment Plant, whenever possible.

Conclusion. We are truly grateful that the City of Wayzata is taking these steps to accommodate wireless services in the community, and we will be in attendance at the upcoming meetings answer questions related to the development of the Verizon Wireless infrastructure in general, and to address any other issues related to these proposed revisions.

If any reader of this letter has questions in the meantime, please do not hesitate to contact me as we continue to look forward to working with the City to maintain – and improve – Verizon Wireless service.

Sincerely,



Jaymes D. Littlejohn

Attorney at Law

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JDL/dmr

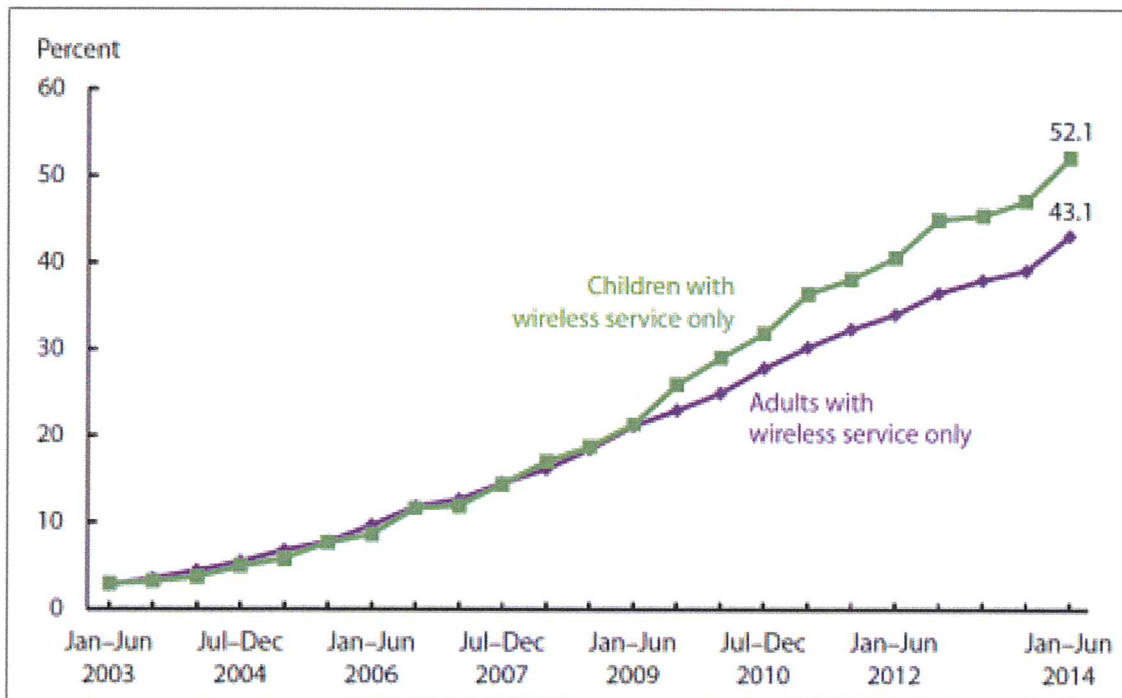
Enclosures

**Verizon Wireless Comments on Proposed Amendments to
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cc: Cynthia Shuck, Verizon Wireless (via e-mail)
Scott Chamberlain (via e-mail)

¹ See U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, *Wireless Substitution: State-level Estimates from the National Health Interview Survey* January–June 2014 (December, 2014) at p. 1 available at <http://www.cdc.gov/nchs/data/nhis/earlyrelease/wireless201412.pdf> wherein the following appears:

Figure. Percentages of adults and children living in households with only wireless telephone service: United States, 2003–2014



NOTE: Adults are aged 18 and over; children are under age 18.
DATA SOURCE: CDC/NCHS, National Health Interview Survey.

HENNEPIN COUNTY, MINNESOTA

**DRAFT ORDINANCE NO. 756
COMMERCIAL TELECOMMUNICATIONS FACILITIES AND RESIDENTIAL
ACCESSORY COMMUNICATION DEVICES**

**AN ORDINANCE AMENDING WAYZATA'S ZONING ORDINANCE
TO CONFORM WITH MINNESOTA STATUTE SECTION 462.357, SUBD. 2(b)**

THE CITY OF WAYZATA ORDAINS:

1.1 In accordance with the Recommendation of the Wayzata Planning Commission dated _____, 2015, the City Council of the City of Wayzata, hereby repeals Chapter 801 Section 31 "COMMUNICATION RECEPTION/TRANSMISSION DEVICES" and replaces it with Chapter 801 Section 31 "COMMERCIAL TELECOMMUNICATIONS FACILITIES AND RESIDENTIAL ACCESSORY COMMUNICATION DEVICES" as follows:

**SECTION 31
COMMERCIAL TELECOMMUNICATIONS FACILITIES AND RESIDENTIAL
ACCESSORY COMMUNICATIONS DEVICES**

Section 801.31:

- 801.31.1: Purpose and Intent
- 801.31.2: Definitions
- 801.31.3: Permit Required for Telecommunication Facilities
- 801.31.4: Building and Design Standards for Telecommunication Facilities
- 801.31.5: General Standards for Telecommunication Facilities
- 801.31.6: Applications for Telecommunication Facilities Permit
- 801.31.7: Review of Permit Applications
- 801.31.8: Appeals
- 801.31.9: Revocation of Permit
- 801.31.10: No Recourse Against the City
- 801.31.11: Indemnification
- 801.31.12: Severability
- 801.31.13: Residential Accessory Uses

1. Purpose and Intent.

The purpose of this section is to establish objective and balanced regulations for the siting, screening and operation of wireless telecommunication facilities and equipment in order to accommodate Wireless Communication systems within the City while minimizing any adverse impacts on the City's natural resources, aesthetics, public public welfare, all as allowed under applicable Federal law. This section recognizes that these wireless communication systems provide a valuable service to the public but that they are not a public utility. The specific purposes of this section are to:

- A. Specify allowed locations of commercial Telecommunication Facilities and Towers in the City;

- B. Protect residential, recreational and park areas from encroachment by commercial operations, including, but not limited to, Telecommunication Facilities and Towers;
- C. Minimize adverse visual impacts of Telecommunication Facilities and Towers through careful design, optimum siting, appropriate landscaping, innovative ~~camouflaging~~ screening techniques and stealth poles;
- D. Require, where possible, the co-location of Telecommunications Towers and Antennas support structures on Towers or existing structures as a primary option rather than construction of multiple single-use Towers;
- E. Require utilization of technological designs that either eliminate or reduce the need for erection of new Tower structures to support Telecommunications Facilities;
- F. Minimize potential damage to property caused by Telecommunication Facilities and Towers by ensuring such structures are soundly and carefully designed, constructed, modified, maintained, and removed when no longer used or are determined to be structurally unsound;
- G. Ensure that Telecommunication Facilities and Towers are compatible with surrounding land uses;
- H. Provide development standards for Wireless Telecommunication Facilities that are consistent with the requirements of the Federal Telecommunications Act of 1996, as amended, or other applicable Federal, State and local laws, statutes, ordinances and regulations.

2. Definitions.

For the purposes of this section, the terms below have the meaning given to them, unless the context clearly indicates a different meaning:

- A. **"Accessory Equipment"** means the wires, cables, generators, air conditioning units, and other equipment or facilities that are used in conjunction with Telecommunication Facilities and Telecommunication Equipment
- B. **"Applicant"** means any person or entity who files an application for any permit or is party to any lease agreement required by this Ordinance for the construction, replacement, installation, or alteration of wireless communication facility or any component thereof.
- C. **"Antenna"** means any exterior transmitting or receiving device mounted on a Tower, Monopole, building, or other structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communications signals. "Antenna" does not include a lightning rod.

- D. **"Antenna Support Structure"** means any new or existing Tower, building, water tower, or electric transmission tower carrying over 200 kilo volts of electricity that can be used for the location of Antennas without increasing the height or mass of the existing structure.
- E. **"Engineer"** means a radio, electrical, structural, or mechanical engineer licensed by the State of Minnesota.
- F. **"Equipment Shelter"** means an enclosed structure at the base of or near a Telecommunication Facility, Tower, or Antenna within which are housed, among other things, batteries, generators, air conditioning units, wireless communications or electrical equipment, or other Accessory Equipment, which may be connected to the Telecommunications Facility, Tower or Antenna by cable.
- G. **"Co-location"** means the sharing of structures by two or more wireless service providers on a single support structure or otherwise sharing a common location.
- H. **"Monopole"** means a slender self-supporting Tower used to support Antennas and Accessory Equipment.
- I. **"Permit Holder"** a person or entity who holds a permit issued pursuant to this Ordinance for a Telecommunications Facility.
- J. **"Public Utility Structure"** means a structure which is owned by a governmental agency or utility company and which is used to support illumination devices or lines and other equipment carrying electricity or communications.
- K. **"Residential Accessory Communication Devices"** means any satellite dishes, television Antennas, radio Antennas, amateur (ham) radio Antennas, and similar communication transmission/reception devices and within a residential district.
- L. **"Stealth Design"** means state-of-the-art design techniques used to blend the object into the surrounding environment and to minimize the visual impact as much as reasonably possible. Examples of stealth design techniques include architecturally screening roof-mounted Antennas and Accessory Equipment; integrating Telecommunications Facilities into architectural elements; nestling Telecommunications Facilities into the surrounding landscape so that the topography or vegetation reduces their view; using the location that would result in the least amount of visibility to the public, minimizing the size and appearance of the Telecommunications Facilities; and designing Towers to appear other than as Towers, such as light poles, power poles, flag poles, and trees.
- M. **"Telecommunications Equipment"** means Antennas, Accessory Equipment, or Towers.

- N. **"Telecommunications Facilities"** means any facility or location maintained by a commercial enterprise where Telecommunications Equipment is located.

The following shall not be considered Telecommunication Facilities:

- i. Licensed amateur (ham) radio Antennas, regulated under subsection 801.31.13 below.
- ii. Television Antennas and satellite dish Antennas for reception within individual homes or businesses, regulated under subsection 801.31.13 below.
- iii. Temporary Telecommunication Facilities placed in service during an emergency declared by a government agency or for special events requiring wireless service capacity or coverage that is not available from existing Telecommunication Facilities.

- O. **"Tower"** means any of the following: a ground or roof mounted pole; spire; free standing, self-supporting lattice or monopole structure; or combination thereof taller than ~~fifteen (15)~~ **25-thirty (30)** feet, including but not limited to supporting lines, cables, wires, braces, and masts, intended primarily for the purpose of mounting an Antenna, meteorological device, or similar apparatus above grade (except amateur radio Antennas).

Comment [CU1]: AT&T would agree to 25 ft.

- P. **"Wireless Communications"** means any personal wireless services as defined in the Federal Communications Act of 1996, including FCC licensed commercial wireless Telecommunications services including, but not limited to, cellular, personal communication services (PCS),

specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), global system of mobile communication (GSM), paging and similar services that currently exist or may be developed.

3. Permit Required for Telecommunication Facilities.

In addition to any Conditional Use Permit that may be required below, prior to the construction or operation of a Telecommunications Facility, the owner and operator of the Telecommunications Facility must obtain a permit for the proposed Telecommunications Facility according to the provisions of this Ordinance, termed a "Telecommunication Facilities Permit".

4. Building and Design Standards and Allowed Locations for Telecommunications Facilities.

All Telecommunications Facilities shall be constructed and maintained in accordance with the following standards:

A. Existing Telecommunication Facilities.

Existing Telecommunications Facilities located on or attached to existing structures, prior to the adoption of this Ordinance, are regulated by the provisions of the zoning district for each such parcel containing said structure. Once the leases for existing

Telecommunication Facilities expire or are otherwise terminated, the owner of the Telecommunication Facilities shall apply for a Telecommunication Facilities Permit under this Ordinance and those existing Telecommunications Facilities shall be required to conform to all requirements of this Ordinance for new Telecommunication Facilities. The City may, among other remedies, require relocation of equipment, at the Telecommunication Facilities expense, to permitted areas under this Ordinance. ~~Notwithstanding the above, nothing in this Section 4 shall be read to allow the City to prohibit a Telecommunication Facilities Permit based solely upon a request by the owner/operator for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station and is otherwise an "eligible facilities request" under 47 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be amended.~~

Comment [CU2]: AT&T proposes that this language section, as modified, be Moved to a new section 4(D) to make it clear that nothing in any portion of section 4 (including but not limited to subsection 4(A)) should be read to allow the City to deny a Telecommunication Facilities Permit requested by the owner/operator for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station and is otherwise an "eligible facilities request" under 47 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be amended.

B. New Telecommunications Facilities.

- i. New Telecommunications Towers shall be located only on the following parcels owned and/or controlled by the City of Wayzata, unless applicant obtains a Conditional Use Permit as further described below (in addition to the Telecommunication Facilities Permit required under subsection 3 above), with the exact location on such parcels determined at the sole discretion of the Wayzata City Council:

Property Name	Property Identification Number
City of Wayzata Public Works Facility	01-117-23-22-0004
Wayzata West Middle School	06-117-22-22-0008

- ii. Antennas shall be located on a new or replacement Tower at the locations permitted for Telecommunications Facilities only if the Applicant complies with the following requirements, in additions to the other requirements of this Ordinance:

- a) The Applicant shall provide documentation and/or an analysis prepared by a radio or electrical engineer demonstrating that the proposed location of the Antennas is necessary to meet the coverage and capacity needs of its system. The Applicant shall provide a network map describing all of the Applicant's Telecommunications Facilities which provide any coverage within the City's limits. The analysis shall also show the Antennas would not cause interference with other existing or approved Telecommunications Equipment. The Applicant shall also pay the reasonable expenses of a radio or electrical engineer retained by the City, at the City's option, to review this analysis;
- b) The new or replacement Telecommunications Facilities shall use as many Stealth Design techniques as reasonably possible and include non-proprietary information on stealth design technology. Economic considerations or hardships shall not be the sole justification for failing to provide Stealth Design techniques.

- c) The new or replacement Tower and Antenna, including attachments other than lightning rods, shall not exceed 150 feet in height, measured from grade. The City Council may, but shall not be required to, increase this height up to 190 feet if the Council finds the increase in height would not have a significant visual impact, would not have a negative property value impact on surrounding properties because of proximity, topography or screening by trees or buildings or would accommodate two or more users. The City Council may waive this height limitation for a Tower and/or Antenna if used wholly or partially for essential public services, such as public safety.

iii. A new Antenna may be attached to an existing public utility structure within a right of way if:

- a) The Antenna does not extend more than fifteen (15) feet above the top of the existing utility structure.
- b) The Antenna is no larger than three (3) cubic feet and has no individual surface larger than four (4) feet than three (3) feet.
- d) There is no ground mounted equipment so long as the existing public utility structure is available for the mounting of such equipment.
- e) There is no interference with public safety communications or with the original use of the public utility structure.
- f) The Applicant agrees that the Antenna must be removed and relocated, at Applicant's expense, if the road authority requires the removal and relocation of the public utility structure.

Comment [CU3]: There are examples in cities where public utility structures are not inside a right-of-way (ROW) and rather part of a utility easement or conservation easement or another form of ownership/leasehold, rather than ROW. That is why we request deleting the words "within a right of way"

iv. New Antenna may be attached to an existing building if:

- a) the Applicant provides an analysis prepared by a radio or electrical engineer demonstrating the proposed location is necessary to meet the coverage and capacity needs of Applicant's. The analysis shall show a network map describing all of the Applicant's Telecommunications Facilities providing coverage within the City's limits and confirm the proposed Antennas would not cause interference with other existing or approved Telecommunications Equipment. The Applicant shall also pay the reasonable expenses of an expert retained by the City, at the City's option, to review this analysis;
- b) the new Antenna and the associated Accessory Equipment use as many Stealth Design techniques as reasonably possible. Economic considerations or hardships shall not be the sole justification for failing to provide Stealth Design techniques;
- c) the building upon which the Antenna is to be located is located on a

parcel of land zoned C – 1 Office and Limited Commercial District, C-3 Service District or PUD Planned Unit Development;

- d) the building upon which the Antenna is to be located is within 300 feet of the Wayzata Blvd E right-of-way;
- e) the Antenna is attached to the façade of the building or to the rooftop parapet screening wall. A façade mounted Antenna shall not extend above the cornice line and a rooftop parapet mounted Antenna shall not extend more than fifteen (15) feet above the parapet wall. Façade and parapet wall mounted Antenna shall as closely as possible match the color of the underlying building
- f) Accessory Equipment shall be housed within an existing structure or within rooftop parapet screening walls whenever possible. If a new equipment building is necessary, it shall be situated to the rear or side of the principal use and shall be screened from view by landscaping where appropriate. If a new equipment building is necessary, the building shall be constructed of materials and color scheme compatible with the principal building.

C. Conditional Use Permits.

i. Telecommunication Facilities may not be located on any sites other than those that are designated in Section 801.31.4.B unless the Applicant first obtains a Conditional Use Permit for the location, provided that a Conditional Use Permit shall not be required for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station and is otherwise an "eligible facilities request" under 47 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be amended. Such a Conditional Use Permit may be approved provided all of the following are met:

- a) The requirements of Section 801.04 have been considered and satisfactorily met.
- b) Antennas attached to an existing building do not extend more than fifteen (15) feet above the highest point of the building.
- c) The Applicant provides documentation and/or an analysis prepared by a radio or electrical engineer demonstrating that the proposed location of the Telecommunication Facility is necessary to meet the coverage and capacity needs of its system. The documentation and/or analysis must also show the Telecommunication Facilities would not cause interference with other existing or approved Telecommunications Equipment. The Applicant shall also provide a network map describing all of the Applicant's Telecommunications Facilities which provide any coverage within the City's limits. The Applicant must also pay the reasonable expenses of a radio or electrical engineer retained by the City, at the City's option, to review this analysis.

Comment [CU4]: Because federal law requires that a local government approve any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station, a conditional use permit should not be required for such a request.

- d) The new or replacement Telecommunications Facilities must use as many Stealth Design techniques as reasonably possible. Economic considerations alone are not justification for failing to provide Stealth Design techniques.
- e) New or replacement Tower and/or Antennas must comply with the provisions of Section 801.31.5 below.
- ii. The City shall have the following priority ranking of land uses (as defined in the City of Wayzata Comprehensive Plan) suitable for potential new or replacement Telecommunication Facilities when considering a Conditional Use Permit application, with (a) being the highest priority and (d) being the lowest priority:
 - a) City Owned Property that is adjacent to highway rights of way and not adjacent to or adjoining residential property.
 - b) Institutional/Public Property that is not adjacent to or adjoining residential property.
 - c) Semi-Public/Private Property that is not adjacent to or adjoining residential property.
 - d) Mixed Use Commercial or Service Commercial properties that are not adjacent to or adjoining residential property.

If the proposed site is not the highest priority listed above, then a detailed explanation shall be provided as to why a site of a higher priority was not selected. The explanations shall include the reason or reasons why such a Conditional Use Permit should be granted for the proposed site and a description of the hardship that would be incurred by the Applicant if the permit were not granted for the proposed site.

- iii. CUPs for new or replacement Telecommunication Facilities shall be prohibited in the following land use categories, as defined in the City of Wayzata Comprehensive Plan:
 - a) Parcels guided and utilized for residential purposes, including single family and multiple family.
 - b) Parcels guided and utilized for Park or Public Open Spaces
 - c) Parcels guided and utilized for Central Business District, Mixed Use Residential, or Downtown Mixed Use District.

DC. Eligible Facilities Requests

Nothing in this Section 4 shall be read to allow the City to deny -a Telecommunication Facilities Permit requested by the owner/operator for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station and is otherwise an "eligible facilities request" under 47 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be amended.

Comment [CU5]: AT&T would insert new section here.

5. General Standards for Telecommunication Facilities.

All Telecommunications Facilities must comply with the following standards (although nothing in this Section 5 shall be read to allow the City to deny prohibit a

Telecommunication Facilities Permit ~~based solely upon a request~~ by the owner/operator for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station and is otherwise an "eligible facilities request" under 47 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be amended.)-:

- A. **Vertical projection on Antenna support structures.** Antennas mounted on an existing Antenna support structure shall not extend more than 15 feet above the height of the structure to which they are attached. Wall or façade-mounted Antennas shall not extend above the cornice line and shall be constructed of a material or color that matches the exterior of the building.
- B. **Horizontal projection.** Antennas shall not project out from the side of the existing Antenna support structure, Tower or wall or facade by more than three feet.
- C. **Fall Zone Analysis.** The Applicant must submit a fall zone analysis report completed by a qualified and licensed engineer who shows the Telecommunications Facilities do not pose a threat to general health, safety and welfare of the City.
- D. **Setbacks.** A new Tower shall meet the building setback that is established for the district where it is to be located and the following additional standards:
 - i. The Tower shall be setback from all residential property lines at least one (1) foot for each foot in height, but shall have a minimum setback of at least one hundred (100) feet. The Tower setbacks may be increased by the City Council dependent on the results of the engineered fall zone analysis report submitted by the Applicant as part of the permit application.
 - ii. Towers and Telecommunications Facilities shall not encroach upon any easements unless written permission is obtained from the underlying property owner burdened by the easement and the beneficiary of the easement.
 - iii. The required setbacks may be reduced or the location in relation to a public street modified, at the sole discretion of the City Council, when the Telecommunications Facility is integrated into an existing or proposed structure such as a building, light or utility pole.
- E. **Height.** The height of an Antenna and/or Tower shall be the minimum necessary to meet the Applicant's coverage and capacity needs, as verified by an electrical engineer or other appropriate professional. Any new or replacement Tower and Antenna, including attachments other than lightning rods, shall not exceed 150 feet in height, measured from grade. The City Council may, but shall not be required to, increase this height up to 190 feet if the Council finds: (i) the increase in height would not have a significant visual impact, (ii) would not have a negative property value impact on surrounding

properties because of proximity, topography or screening by trees or buildings or (iii) would accommodate two or more users.

- F. **Exterior surfaces.** Towers and Antennas shall be painted a non- contrasting color consistent with the surrounding area such as: blue, gray, green, brown, or silver, or have a galvanized finish to reduce visual

impact. Metal Towers shall be constructed of, or treated with, corrosion-resistant material.

- G. ~~Underground Equipment Storage. If commercially reasonable, Accessory Equipment and/or equipment storage facilities shall be designed to be placed and be built underground adjacent to the Telecommunications Facility. If such underground placement is not commercially reasonable, then such Accessory Equipment and/or equipment storage facility shall be allowed to be placed above ground, subject to the restrictions of this Ordinance, including, but not limited to screening of existing equipment. —~~

Comment [CU6]: Deleted per discussion at 10/5/15 Planning Commission meeting.

- H. **Ground-mounted equipment.** ~~If deemed commercially unreasonable for the Accessory Equipment and/or equipment storage facilities to be located underground, the ground-mounted Accessory Equipment and/or equipment storage facilities shall be architecturally designed to blend in with the surrounding environment, including the principal structure and/or shall be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and compliments the character of the surrounding neighborhood. No more than one Equipment Shelter or accessory building is permitted for each Tower. Equipment Shelters or accessory buildings shall be designed to accommodate additional space needed for the co-location of additional Antennas at the site.~~ Design of the building or equipment cabinet, screening and landscaping are subject to a site plan review by City Staff, Planning Commission, and City Council, and any applicable Design Standards criteria under Section 801.09 of the Wayzata Zoning Ordinance. The Applicant shall be responsible for maintaining the structure in a high-quality condition. If the Applicant abandons or vacates the structure, it shall be forfeited to the City or torn down by the Applicant at their expense, at the discretion of the City Council.

Comment [CU7]: AT&T continues to believe that this language should be deleted, as is it not practical and would not apply to most sites, as some sites can only hold one carrier if stealth pole is used. In addition, for some sites, there may be a need for separate equipment areas, as some carriers have different sized equipment than others. This provision is not found in the ordinances of other communities. It is preferable to use fencing and landscape and screen walls to hide and mitigate the equipment, as needed.

- I. **Construction.** Telecommunications Facilities shall be in compliance with all buildings and electrical code requirements. All applicable federal, state and local agency licenses and/or permits shall be obtained. A Tower shall be designed and certified by a licensed structural engineer to be structurally sound and in conformance with the building code. Structural design, mounting and installation of the Telecommunications Facilities shall be in compliance with the manufacturer's specifications. If, upon inspection, the City concludes that a Tower or other portion of a Telecommunications Facility fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the Telecommunication Facility or Tower, the owner shall have ~~thirty (30)~~ sixty (60) days to bring such Tower or Telecommunication Facility into compliance with such standards. Failure to

bring such Tower or Telecommunication Facility into compliance with such thirty-day period shall constitute grounds for the removal of the Tower or Telecommunication Facility at the owner's expense.

- J. **Interference with Public Safety Telecommunications.** No Tower or Telecommunications Facility shall interfere with public safety Telecommunications. All Towers and Telecommunication Facilities shall comply with FCC regulations and licensing requirements.
- K. **Security Fencing and Screening.** Telecommunication Facilities and Towers shall be enclosed by security fencing not less than the height of the equipment located therein and shall also be equipped with an appropriate anti-climbing device. Fencing within one hundred (100) feet of a residential or parking property shall be constructed of a well-designed fence of wood or other environmentally sound material, and be compatible with the surrounding character of the area. The Telecommunication Facilities and Towers shall also include a landscape screen, at least six (6) in height, around the perimeter of equipment area, as approved by the City Council.
- L. **Other Protections.** The City may require shields to protect from ice falling from Towers, anti-climbing devices to prevent unauthorized persons from climbing Towers, or other appurtenances necessary to protect life and property.
- M. **Noise.** If the proposed Telecommunications Facility includes equipment that causes significant sound levels, sound buffers may be required including but not limited to, baffling, barriers, enclosures, walls and plantings. The Applicant shall submit an acoustical analysis (measured to the property line) and report prepared by a licensed and/or accredited sound engineer certifying that the noise to be generated from the proposed Telecommunication Facility shall not impact adjacent properties. Said report shall include, without limitation, a written description of all noise generated by the Facility, including retractable monopole motors, Antenna rotators, power generation, heating or air conditioning, and related equipment, and shall include the estimated times, frequency, duration and decibel levels of the noise. All equipment shall conform to Minnesota Pollution Control Agency decibel standards.
- N. **Sensitive Habitats.** No Telecommunication Facility shall be located in environmentally sensitive habitats, including but not limited to wetlands, shorelines, established animal habitats, conservation districts, and significant tree groups, unless mitigation measures can be adopted which would reduce potential impacts to levels of non-significance.
- O. **Radio Frequency Emissions.** Telecommunications Facilities shall comply with Federal Communication Commission standards for radio frequency emissions and interference.
- P. **Interference.** No Telecommunication Facility shall be permitted that causes interference with commercial or private use and enjoyment of other legally operating telecommunications devices including, but not limited to, radios, televisions, personal computers, telephones, personal communications devices, garage door openers, security systems, and other electronic

equipment and devices in violation of any Federal Communication Commission standards relating to radio frequency interference. Unless otherwise prohibited by Federal Communication Commission standards, an Applicant shall furnish a state registered engineer's certification that no such interference shall occur, or identify what interference may occur and how the Applicant shall mitigate any potential interference that may occur.

- Q. **Risk of Danger.** Telecommunications Facilities and Towers shall not pose a risk of explosion, fire, or other danger due to its proximity to volatile, flammable, explosive or hazardous materials. Telecommunication Facilities, Towers, Antennas, and Accessory Equipment shall be subject to state and federal regulations pertaining to non-ionizing radiation and other health hazards related to such Facilities. If new, more restrictive standards are adopted, the Facilities shall be made to comply or continued operations may be restricted by the City Council. The cost of verification of compliance shall be borne by the Applicant.
- R. **Maintenance.** All Telecommunication Facilities and Towers shall at all times (i) be kept and maintained in good condition, order and repair so that the same shall not menace or endanger the life or property of any person, and (ii) allow sufficient access for service vehicles and personnel. Maintenance of equipment shall be scheduled for between 7:00am-6:00pm, Monday through Friday, unless in case of emergency or otherwise agreed to by the City. Service vehicles for equipment maintenance shall be parked on city streets, whenever possible. In the case of maintenance of Telecommunication Facilities on the City Water Tower, service vehicles shall park on the service entrance of the City Water Treatment Plant, whenever possible.
- S. **Co-location opportunity.** The Applicant, the Tower owner, the landowner, and their successors and assigns shall allow the shared use of the Tower if an additional user agrees in writing to meet reasonable terms and conditions for shared use, shall submit a dispute over the potential terms and conditions to binding arbitration, and shall sign the Conditional Use Permit agreeing to these requirements. The City Council may waive these co-location requirements if necessary to implement stealth design.
- i. All Telecommunications Facility providers shall cooperate with each other in co-locating Telecommunication Facilities and shall exercise good faith in co-locating with other licensed carriers and in the sharing of sites, including the sharing of technical information necessary to evaluate the feasibility of collocation. In the event a dispute arises as to a co-location issue, the City may require a third-party technical study to evaluate the feasibility of co-locating at the expense of each wireless telecommunications providers involved in the third-party study;
 - ii. All proposed new Towers shall be designed to accommodate both the Applicant's Antennas and Antennas for as many other licensed carriers as can be technically located thereon, but not less than one additional;
 - iii. All new Towers and Facilities owned by a telecommunications provider

shall be made available for use by the owner or initial user thereof, together with as many other licensed carriers as can be technically located thereon, but not less than one additional;

- iv. All proposed new Towers shall be designed to allow for future rearrangement of Antennas or Tower modifications, and to accept Antennas mounted at varying heights unless the City otherwise agrees in order to accommodate Stealth Design techniques;
- T. **Successors and Assigns.** Any Permit or lease for a Telecommunications Facility shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.
- U. **External messages.** No advertising message or identification signs, other than warning or equipment information signs as legally required, shall be affixed to the Telecommunications Facilities.
- V. **Lighting.** Telecommunications Facilities or Towers shall not be artificially illuminated unless required by law or by a governmental agency to protect the public's health and safety or unless necessary to facilitate service to ground-mounted equipment. Any lighting or artificial illumination utilized shall be shielded and not cast glare onto adjacent properties. All lighting shall be measured to the property line.
- W. **On-site employees.** There shall be no employees on the site at a Telecommunications Facility on a permanent basis. Occasional or temporary repair and service activities are allowed.

~~X. **Advances in Technology.** All Applicants/Permit Holders shall use and apply any readily available advances in technology that lessen the negative aesthetic effects of Telecommunication Facilities and Towers to the residential communities within the City. The City may review existing structures and compare the visual impact with available technologies in the industry for the purpose of removal, relocation or alteration of these structures in keeping with the general intent of this Ordinance. Such removal, relocation or alteration may be required by the City pursuant to its zoning power and authority.~~

Comment [CU8]: This provision should be deleted because it is contrary to federal law and is unenforceable. Local governments may not dictate the wireless technology used by a carrier (see New York SMSA Ltd. Partnership v. Town of Clarkstown, 603 F.Supp.2d 715 (S.D.N.Y. 2009), and it would be especially inappropriate to require use of standards and practices that are not even current industry standards. Technology is driven by the industry and market place and AT&T always strives to use the best and most updated technology at its sites.

- Y. **Removal.** After ~~thirty (30) days'~~ one hundred and twentyeight days' notice from the City to the Permit Holder all Telecommunications Facilities, Antennas, or Towers shall be required to be removed at the Permit Holder's expense, if such improvement is found to be in violation of any portion of this Ordinance by the City and such violation is not cured within such thirty day time period. Obsolete or unused Telecommunications Facilities and all related equipment shall be removed within six (6) months after cessation of their use at the site, unless an exemption is granted by the City Council. Telecommunications Facilities and related equipment that have become hazardous shall be removed or made not hazardous within 30 days after written notice to the current Permit Holder and to any separate landowner, unless an exemption is granted by the City Council. Notice may be made to the address listed in the application, unless another one has subsequently been provided, and

Comment [CU9]: AT&T agrees to 120days, per discussion at 10/5/15 Planning Commission meeting.

to the taxpayer of the property listed in the Hennepin County tax records. Telecommunications Facilities and all related equipment that are not removed within this time are declared to be public nuisances and may be removed by the City. The City may assess its costs of removal against the Property.

- Z. **No Recourse Against the City.** Every permit shall provide that, without limiting such immunities as the City or other persons may have under applicable law, an Applicant/Permit Holder shall have no monetary recourse whatsoever against the City or its elected officials, boards, commissions, agents, employees or volunteers for any loss, costs, expense or damage arising out of any provision or requirement of this Ordinance or because of the enforcement or lack of enforcement of this Ordinance or the City's exercise of its authority pursuant to this Ordinance, a permit, a lease, or other applicable law, unless the same shall be caused by criminal acts or by willful gross negligence. Nothing herein shall be construed as a waiver of sovereign immunity.

6. Applications for Telecommunications Facilities Permit.

An application for a permit for a modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station shall include information sufficient to demonstrate that the modification meets the standards set forth in 47 C.F.R. Section 1.40001.

For all other Telecommunications Facilities Permit applications, the following requirements apply. Permit Application.

In addition to an Applicant's name, address, certificate of survey, grading and landscaping plans, and other such similar information, an application for a permit under this Section shall include the following:

- A. A scaled site plan clearly indicating the location, type and height of the proposed Telecommunication Facility, Tower, or Antenna, on-site land uses and zoning, adjacent land uses and zoning, adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the proposed equipment and any structures, topography, parking and any other information deemed by the City Staff to be necessary to assess compliance with this Section.
- B. A visual simulation of the proposed Telecommunication Facility Tower or Antenna. Visual simulation shall consist of either a physical mock-up of the Telecommunication Facility Tower or Antenna, balloon simulation, computer simulation, photo simulation, or other similar simulation. In instances where the proposed Telecommunications Facility Tower or Antenna is located near a residential area, photo simulations shall be submitted of the proposed Telecommunication Facility Tower or Antenna from the nearest residential neighbors unless the owners of such residential property refuse to allow the required photo to be taken.
- C. A report from a qualified and licensed professional engineer which:
 - i. Demonstrates that the Telecommunication Facility, Tower, Antenna

Comment [CU10]: This language should be added to ensure that the ordinance conforms with 47 C.F.R. 1.40001 (d), which provides that "[w]hen an applicant asserts in writing that a request for modification is covered by this section, a State or local government may require the applicant to provide documentation or information only to the extent reasonably related to determining whether the request meets the requirements of this section. A State or local government may not require an applicant to submit any other documentation, including but not limited to documentation intended to illustrate the need for such wireless facilities or to justify the business decision to modify such wireless facilities."

- and/or Accessory Equipment comply with the structural and electrical standards of this Section.
 - ii. Describes the Tower height, if utilized.
 - iii. Documents the height above grade for all potential mounting positions for co-locating Antennas and the minimum separation distance between Antennas.
 - iv. Describes the Tower's capacity, if utilized, including the number and type of Antennas it can accommodate.
 - v. A network map describing all of the Applicant's Telecommunications Facilities which provide any coverage within the City's limits.
 - vi. Documents what steps the Applicant shall take to avoid interference with established public safety Telecommunications.
 - vii. Includes an engineer's stamp and registration number.
- D. A written statement acknowledging that failure to comply with this Section and the conditions of permit approval shall result in the revocation of the permit and removal of the Telecommunications Facility, Antenna, and/or Tower;
- E. Documentation that the Applicant has applied for and/or obtained any licenses and/or approvals that are required by federal and state agencies.
- F. A written statement indicating that the expenses incurred by the City to review and process the application, and to enforce the provisions of the permit shall be reimbursed by the Applicant.
- G. A written statement which requires the Applicant to utilize the procedures established by the Federal Communications Commission to resolve any complaints received relating to interference allegedly caused by the Telecommunications Facility, Antenna, and/or Tower.
- H. A written statement indicating that the Applicant shall cooperate in good faith and fair dealing in co-locating Telecommunications Facilities, Antenna and/or Towers.
- I. A written statement indicating that the Telecommunications Facility, Antenna, and/or Tower shall be maintained in good and safe condition and its original appearance and concealment, disguise or camouflage elements incorporated into the design at the time of approval shall be preserved. Such maintenance shall include, but not be limited to, painting, repair of equipment, and maintenance of landscaping.
- J. A written statement authorizing the City to conduct periodic inspections to determine that the Telecommunications Equipment complies with the provisions of this Section, any conditions of approval and all safety and building codes and permits issued. This statement shall give the City the right to conduct such inspections at any time upon a reasonable notice of five (5) business days to the Applicant, and that all expenses related to such inspections shall be borne by the Applicant.
- K. A written statement indicating that the Applicant understands that

Telecommunications Facilities, Antennas, and/or Towers which have not been used for six (6) months shall be deemed abandoned, and shall be removed pursuant to this Section.

- L. A written statement requiring the Applicant or current Permit Holder to notify the City that the Telecommunications Facility, Antenna, and/or Tower continue to be in operation. The notice of continuing operation shall be sent to the City Manager annually by certified mail within the last two (2) weeks of the month of December. The City shall provide written notice of failure to provide the required statement with a requirement that such statement be provided within 14 days from the date of such notice.

7. Review of Permit Applications.

The City shall process all applications for Telecommunication Facilities Permits in a timely manner and in accordance with established procedures and City Code.

8. Appeals.

At any time within thirty (30) days after a written order, requirement, determination or final decision has been made by the Zoning Administrator or other official interpreting or applying this Section, except for actions taken in connection with prosecutions for violations thereof, the Applicant or any other person affected by such action may appeal the decision in accordance with the provisions of the Zoning Ordinance.

9. Revocation of Permit.

A material breach of any terms and conditions of a permit issued for a Telecommunication Facility under this Section and the Zoning Ordinance may result in the revocation of the permit by the City. Penalties for a violation of a permit or this Section may include fines and removal of the Telecommunication Facility, Tower, or Antenna at the Applicant's/Permit Holder's expense.

10. No Recourse Against the City.

Every application for and issued permit shall provide a written acknowledgement, agreement and release from the Applicant and Permit Holder that, without limiting such immunities as the City or other persons may have under applicable law, an Applicant and Permit Holder shall have no monetary recourse whatsoever against the City or its elected officials, boards, commissions, agents, employees or volunteers for any loss, costs, expense or damage arising out of any provision or requirement of this Ordinance or because of the enforcement or lack of enforcement of this Ordinance or the City's exercise of or failure to exercise its authority pursuant to this Ordinance, a permit, a lease, or other applicable law, unless the same shall be caused by criminal acts or by gross negligence. Nothing herein shall be construed as a waiver of sovereign immunity.

11. Indemnification.

Each permit issued pursuant to this Section shall have as a condition of the permit, a requirement that the Applicant indemnify and hold harmless the City and its officers,

agents, and employees from actions or claims of any description brought on account of any injury or damages sustained by any person or property resulting from the issuance of the permit and conduct of the activities authorized under said permit.

12. Severability.

If any section, subsection, sentence, clause or phrase of this Section is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this Section and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid.

13. Residential Accessory Uses.

Residential Accessory Communication Devices are a permitted accessory use within residential districts provided they meet the following conditions:

- A. **Use.** They are for use by residents upon whose property the Residential Accessory Communication Devices are located.
- B. **Height.** A ground mounted Residential Accessory Communication Device height shall not exceed fifteen (15) feet unless approved as a Conditional Use Permit by the City Council.
- C. **Yards.** The Residential Accessory Communication Device shall not be located within the required front yard setback, a required side yard or any side yard abutting a street. Communication devices shall be located five (5) feet or more from rear lot lines and shall not be located within a utility easement.
- D. **Roofs.** The Residential Accessory Communication Device may be placed on the roof of any authorized structure on the premises. The height of the Residential Accessory Communication Device shall not exceed six and one-half (6-1/2) feet above the peak of the roof, unless approved by a Conditional Use Permit by the City Council.
- E. **Neighboring Property Impact.** In cases where no building permit is required, the Residential Accessory Communication Device shall be so located that in the event it falls, it shall not fall on adjoining property.
- F. **Building Permits.** A building permit shall be required for the installation of any Residential Accessory Communication Device which requires a Conditional Use Permit, or for any device which has a structural surface exposure of greater than nine (9) square feet. Building permit applications shall be accompanied by a site plan and structural components data for the Residential Accessory Communication Device, including details of anchoring. The Building Official shall approve the plans before installation.
- G. **Color/Content.** Residential Accessory Communication Devices shall be of a neutral color and shall not be painted with scenes or contain letters or

messages.

- H. **Lightning Protection.** Each Residential Accessory Communication Device shall be grounded to protect against natural lightning strikes in conformance with the National Electrical Code as adopted by the City of Wayzata.
- I. **Electrical Code.** Residential Accessory Communication Device electrical equipment and connections shall be designed and installed in conformance with the National Electrical Code as adopted by the City of Wayzata.
- J. **Effective Date.** The provisions of this Section shall be applicable to all communication reception/transmission devices erected after 2015. All such structures existing prior to this date shall be addressed as legal non-conforming uses.
- K. **Conditional Use Permit.** Residential Accessory Communication Devices not qualifying as a permitted accessory use may be considered and approved through conditional use standards established by Section 801.04 of this Ordinance.

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

Adopted this ____ day of _____, 2015.

Mayor Ken Willcox

ATTEST:

City Manager Heidi Nelson

First Reading:
Second Reading:
Publication:

**WAYZATA PLANNING COMMISSION
DRAFT MEETING MINUTES
OCTOBER 19, 2015**

AGENDA ITEM 3. Regular Agenda Old Business:

b.) Telecommunications Ordinance – City of Wayzata

i) Repeal existing City Code §801.31 and replace with draft Telecommunications Ordinance

Mr. Zweber stated as part of the Telecommunications Study, the City Council and Planning Commission are updating the City's Telecommunications Ordinance in order to better regulate the location of new cellular towers and other equipment. At the March 3, 2015 meeting, the City Council adopted a 6-month moratorium on new wireless communication facilities and towers pending study and consideration of changes to the City's regulations and official controls. At the September 1 meeting the City Council allowed this moratorium to expire. On August 17, the City Council and Planning Commission conducted a joint workshop to review the draft Telecommunications Ordinance, which included testimony from the four (4) major telecommunications providers. On October 5, the Planning Commission reviewed the changes recommended at the August 17 meeting and conducted a public hearing for the Telecommunications Ordinance. Following the testimony, the Planning Commission provided direction on revisions to consider. To determine the new regulations for the antennas on buildings added since the August 11 draft, the Interim City Planner has reviewed a number of metropolitan cities' regulations for antennas mounted on existing buildings. He reviewed the summary of these regulations. He reviewed a map of the locations where towers are allowed and the locations where antennas could be installed on or on top of a building, the additional comments received from AT&T, a summary of issues, and the comments from Verizon and AT&T.

Chair Vanderheyden asked if the parapet wall would be at the maximum height for the district.

Mr. Zweber clarified there is a provision in the Ordinance that says parapet walls can be 5-feet above this. The antenna could ultimately be 20-feet above the roofline because the wall could be 5-feet above the maximum height for the district.

Chair Vanderheyden thanked the vendors for their help with working through the draft Ordinance and making recommendations.

Commissioner Iverson stated she would like to be on record that she is not comfortable with these antennas and facilities being located at schools.

Commissioner Gruber asked if there were provisions for exercising safety around residential and school areas.

Mr. Zweber stated this is covered in Section 5 of the Ordinance through the standards. He clarified the City can regulate those items that are not related to the performance of the telecommunications technology.

City Attorney Kaminski stated Section 5. I ensures that the facilities meet all of the building and electrical code requirements and this is safety issues for the City.

Commissioner Iverson stated the City could put all the safety measures in place but kids will be kids and she would not like to see them get hurt. She suggested possibly lighting the facility.

Mr. Zweber stated lighting the facility could be a nuisance for neighbors and may draw kids to it because it is screen and lit.

Chair Vanderheyden asked if there was a standard that could be applied to Section 5.H. for the shelter/building.

Mr. Zweber stated he had not asked the vendors for input on the additional language in Section 5.H but he would follow up with them.

Mr. Jay Littlejohn, representing Verizon Wireless, 150 South 5th Street, Minneapolis, stated the language presented makes sense but he would like to see flexibility built into this because the site may not accommodate expansion or additional equipment.

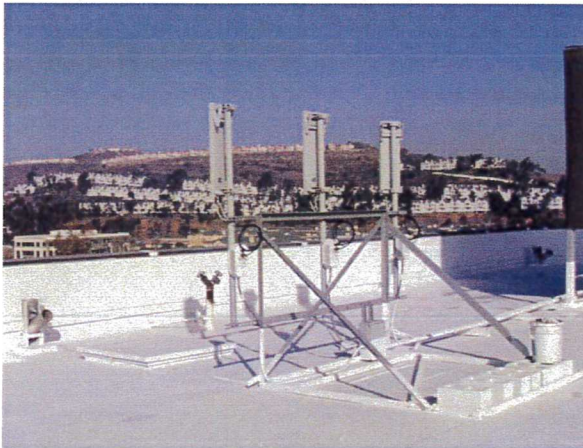
Mr. Zweber stated there would always be exceptions and this would be where a variance could be applied.

Commissioner Gruber made a motion, seconded by Commissioner Ramy, to approve the Planning Commission Report recommending approval to repeal Chapter 801 Section 31: Communication Reception/Transmission Devices and replace this with Chapter 801 Section 31: Commercial telecommunications Facilities and Residential Accessory Communications Devices as submitted. The motion carried unanimously.

Building mounted antenna options



Antennas mounted on top of a mechanical room



Roof mounted antennas



Antennas mounted to the façade of a building

Attachment C: Other Cities Telecommunication Antenna Regulations

St. Louis Park

Sec. 36-368. Communication towers and antennas.

(h) Building-Mounted Antennas.

- (1) Antennas attached to a building shall be no higher than 30 feet above the highest point of the building.
- (2) All building-mounted equipment shall be consistent with the architectural features of the building and be painted to match the color of the building exterior, roof or sky, whichever is most effective, as determined by the Zoning Administrator.

Rosemount

11-9-6: COMMERCIAL USE ANTENNA TOWERS AND COMMERCIAL ANTENNAS:

- F. Antennas Mounted On Roofs, Walls And Existing Towers: The placement of wireless communication antennas on roofs, walls, and existing towers may be permitted on public, institutional, commercial or industrial buildings or facilities, with a building permit approved by the appropriate city staff. In addition to the submittal requirements required elsewhere in this code, an application for a building permit for antennas to be mounted on an existing structure shall be accompanied by the following information:
1. A site plan showing the location of the proposed antennas on the structure and documenting that the request meets the requirements of this code.
 2. A building plan showing the construction of the antennas, the proposed method of attaching them to the existing structure, and documenting that the request meets the requirements of this code.
 3. A report prepared by a qualified and licensed professional engineer indicating the existing structure or tower's ability to support the antennas.
 4. An intermodulation study to ensure there will be no interference with existing tenants or public safety telecommunication providers.

Eagan

Sec. 11.70. - Performance Standards.

Subd. 26. Antennae, satellite dishes, wind energy conversion systems and towers.

- B. *Building mounted antennae and satellite dishes.* Building mounted antennae and satellite dishes shall be permitted in all zoning districts of the city, subject to the following requirements:
1. The height of any building mounted antenna or satellite dish, including its support structure, shall not exceed 50 percent of the total building height or 15 feet above the highest point of the roof, whichever is less;

2. Accessory equipment associated with a building mounted antenna or satellite dish shall be located within the building or within a roof or ground enclosure which is constructed of materials and color scheme compatible with the principal building;
3. Building mounted satellite dishes located within any agricultural district (A), estate district (E), residential district (R-1, R-1S, R-2, R-3, and R-4), public facilities (PF) district, or planned development district, within the area designated solely for residential uses under a planned development agreement (PD) shall not be larger than one meter (39 inches) in diameter; and
4. Building mounted satellite dishes and antennae located within any agricultural district (A); estate district (E); residential district (R-1, R-1S, R-2, R-3, and R-4); public facilities district (PF); or planned development district within the area designated solely for residential uses under a planned development agreement (PD) shall not be used for commercial purposes.

Minnetonka

5. General Standards.

The following standards apply to all telecommunications facilities.

- a) Vertical projection on antenna support structures. Antennas mounted on an antenna support structure must not extend more than 15 feet above the height of the structure to which they are attached. Wall or facade-mounted antennas may not extend above the cornice line and must be constructed of a material or color that matches the exterior of the building.
- b) Horizontal projection. Antennas must not project out from the side of the antenna support structure or tower, unless it is physically impossible to locate the antennas within the structure or tower, in which case they must not project out by more than three feet by more than three feet.

Plymouth

SECTION 21175 – ANTENNAS

21175.07. PERSONAL WIRELESS SERVICE ANTENNAS:

Subd. 1. Residential District and Public/Institutional District Standards.

- (a) Antennas Located Upon An Existing Structure Or Existing Tower: Personal wireless service antennas located upon an existing structure or existing tower shall require the processing of an administrative permit and shall comply with the following standards:
 - (1) The applicant shall demonstrate by providing a coverage or capacity analysis prepared by a professional engineer that location of the antennas as proposed is necessary to meet the frequency reuse and spacing needs of the personal wireless service system and to provide adequate wireless coverage and capacity to areas which cannot be adequately served by locating the antennas in a less restrictive zoning district.
 - (2) Transmitting, receiving and switching equipment shall be housed within an existing structure whenever possible. If a new equipment building is necessary for transmitting, receiving and

switching equipment, it shall be situated in the rear or side yard of the principal use and shall be screened from view by landscaping where appropriate.

- (3) An administrative permit is issued in compliance with the provisions of Section 21025 of this Chapter.
- (4) The maximum height for antennas to be placed upon an existing structure (includes buildings and light standards) shall be regulated by Section 21115.02, Subd. 1 of this Chapter.
- (5) Antennas mounted upon an existing high voltage transmission tower shall not extend more than 20 feet above such high voltage transmission tower.
- (6) There is no maximum height limitation for antennas to be co-located upon an existing wireless communication tower, provided the height of such existing tower is not increased.

Subd. 2. Commercial or Business District Standards:

- (a) Antennas Located Upon An Existing Structure Or Existing Tower: Personal wireless service antennas located upon an existing structure or co-located on an existing tower shall require the processing of an administrative permit.
 - (1) Transmitting, receiving and switching equipment shall be housed within an existing structure whenever possible. If a new equipment building is necessary for transmitting, receiving and switching equipment, it shall be situated in the rear or side yard of the principal use and shall be screened from view by landscaping where appropriate.
 - (2) An administrative permit is issued in compliance with the provisions of Section 21025 of this Chapter and the following standards.
 - a. Antennas mounted on public structures shall not extend more than fifteen (15) feet above the height of the structure to which they are attached.
 - b. Building-mounted antennas shall not extend more than ten (10) feet above the roof, and shall be set back at least five (5) feet from the roof edge.
 - c. Wall or facade mounted antennas may not extend more than five (5) feet above the cornice line and must be constructed of a material or color which matches the exterior of the building.
 - d. Antennas mounted upon an existing high voltage transmission tower shall not extend more than 20 feet above such high voltage transmission tower.
 - e. There is no maximum height limitation for antennas to be colocated upon an existing wireless communication tower, provided the height of such existing tower is not increased.

SECTION 21115 - GENERAL YARD, LOT AREA AND BUILDING REGULATIONS

21115.02. HEIGHT:

Subd. 1. The building height limits established in each zoning district shall not apply to the following list of items, except that no such structural element may exceed 50 feet in total height or exceed

the maximum allowable height of the building by more than 10 feet, whichever is greater, except by conditional use permit.

- (a) Antennas installed on an existing structure.

Eden Prairie

SECTION 11.06. TOWERS AND ANTENNAS.

Subd. 6. Exceptions. The provisions of Subds. 4 and 5 shall not apply to the following:

1. Water towers and poles supporting emergency warning devices to which are attached antennas.
2. Place of Worship sanctuaries, steeples and bell towers to which are attached antennas.
3. In accordance with the preemption ruling PRB1 of the Federal Communications Commission, towers for amateur radio communication that comply with other provisions of City Code Chapter 11 relating to towers.

Edina

Chapter 34 – TELECOMMUNICATIONS

ARTICLE II. - ANTENNAS AND TOWERS

Sec. 34-48. - General requirements

All antennas, dish antennas and towers, for which a permit is required, shall comply with the following requirements:

- (10) *Antennas attached to buildings.* Antennas which are attached to any facade of a building or structure shall as closely as possible match the color of the underlying building material.

Bloomington

SEC. 19.63. places of assembly.

- (a) **Standards** - Freestanding place of assembly uses and sites must comply with the following standards.
 - (10) Bell towers, steeples, spires and similar structures must meet the following standards:
 - (A) Height. The height of bell towers, steeples, spires and similar structures must not exceed 65 feet.
 - (B) Location. Bell towers, steeples, spires and similar structures must be located at least 25 feet from a side or rear property line and at least 50 feet from a front property line or property line abutting a public street.
 - (C) Antenna Mounting. When antennas are mounted on bell towers, steeples, spires or similar structures, the following standards apply:

- (i) **Design.** The structure must be designed to visually appear as a bell tower, steeple, spire or similar structure and not be identifiable as an antenna tower. To ensure that a bell tower, steeple, spire or similar structure that supports antennas is fully camouflaged and appears to be a planned architectural element rather than an antenna tower, the design of the bell tower, steeple, spire or similar structure must replicate the unique design features of the place of assembly principal building structure, must be constructed of materials and use colors that complement and effectively integrate it with the principal structure and must not be a replication of a similar structure that supports antennas at another site within the city. The number of bell towers, steeples, spires or similar structures on an individual site must be compatible with the design of the principal structure. If more than one bell tower, steeple, spire or similar structure is present on a site, each must be architecturally coordinated with the other and they must appear as planned design elements.
- (ii) **Antenna Visibility.** The antennas, cables and associated mounting devices must be screened or otherwise concealed from view.
- (iii) **Equipment.** The associated ground equipment must meet the setback requirements of the structure and must be fully screened by a wall or fence that is architecturally compatible with the principal structure.

SEC. 19.63.05. TOWERS.

- (l) **Antennas Mounted on Roofs, Walls, and Existing Towers.** The placement of wireless telecommunication antennas on roofs, walls, and existing towers may be approved by the Planning Manager, provided the antennas meet the requirements of this Code, after submittal of 1) a final site and building plan as specified by Section 21.501.01 of this Code, and 2) a report prepared by a qualified and licensed professional engineer indicating the existing structure or tower's suitability to accept the antenna, and the proposed method of affixing the antenna to the structure. Complete details of all fixtures and couplings, and the precise point of attachment shall be indicated. Antennas shall be mounted on the facade of the building or penthouse structure unless the Planning Manager or designee determines that another antenna mounting location decreases the visual impact of the antennas. All roof mounted equipment shall be screened from view in accordance with Section 19.52.01 of this Code.

SEC. 19.52.01. SCREENING OF ROOF-MOUNTED EQUIPMENT.

- (a) Roof-mounted mechanical equipment installed on buildings constructed within the City shall be screened from view. This requirement shall be deemed satisfied when all parts of the roof-mounted equipment are not visible from ground level observation or at any point on the property, adjacent property, or from adjacent streets.
- (b) Screening required by this Section shall comply with the following:
 - (1) The screening shall be permanently attached to the building and shall be capable of withstanding all load requirements as outlined in the State of Minnesota Building Code.
 - (2) The screening shall be constructed with materials that are architecturally compatible with the building. The use of wood, in whole or in part, as a screening material shall not be

considered as being architecturally compatible unless the building is constructed with a wood exterior.

(3) A parapet wall of sufficient height and as an integral part of the building shall be considered as approved screening.

(4) Reserved.

(5) All roof-top screening shall be kept in repair or in a proper state of preservation.

(6) Existing screening which requires major alteration or replacement shall meet the requirements of this Section.

Woodbury

DIVISION 4. - ANTENNAS AND TOWERS

Sec. 24-314. - Purpose and intent.

(h) When selecting freestanding sites, the following requirements shall be followed:

(1) Locations for wireless communication antennas as permitted uses.

Water towers.

Co-location on existing telecommunication monopoles or towers.

Roofs of buildings over three stories.

Sides of buildings over two stories.

Existing power or phone pole corridors.

Public streets and rights-of-way where attached to, or part of a public utility structure.

Sec. 24-319. - Construction requirements and area, setback and height restrictions.

(c) Antennas and towers shall not be erected in any zoning district in violation of the following restrictions:

(12) Wireless telephone antennas, where the antennas are located on an existing structure, provided that the antennas shall not extend more than 20 feet above the structure to which they are attached, whichever is less, shall be permitted used in all zoning districts in the city. Transmitting, receiving, and switching equipment shall be housed within an existing structure whenever possible. If a new equipment building is necessary for transmitting, receiving and switching equipment, it shall be situated five feet from the side or rear yard property line and shall be landscaped where appropriate.

Burnsville

Chapter 20 B-1 OFFICE BUSINESS DISTRICT

10-20-3: PERMITTED ACCESSORY USES:

Within any B-1 office business district, the following uses shall be permitted accessory uses:

Antennas mounted on an existing structure, not exceeding fifteen feet (15') above the highest point of the structure, as regulated by chapter 29 of this title.

10-20-4: CONDITIONAL USES:

Within any B-1 office business district, no structure or land shall be used for the following uses except by conditional use permit:

Antennas mounted on an existing structure, exceeding fifteen feet (15') above the highest point of the structure, as regulated by chapter 29 of this title.

Chapter 29 TOWERS AND ANTENNAS

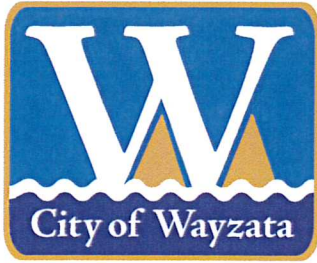
10-29-9: DESIGN STANDARDS:

Proposed or modified towers and antennas shall meet the following requirements:

- (A) Towers and antennas (including antenna cables) shall be designed to blend into the surrounding environment to the maximum extent possible as determined by the city through the use of building materials, colors, texture, screening, landscaping, and other camouflaging architectural treatment, except in instances where the color is dictated by federal or state authorities such as the federal aviation administration;

10-29-12: ANTENNA COLLOCATION REQUIREMENTS:

- (A) Requirements: In all zoning districts except the HOC district, the placement of personal wireless service antennas on roofs, walls, and existing towers may be approved by the city, with a building permit.
1. In addition to the submittal requirements required elsewhere in this code, an application for a building permit for antennas to be mounted on an existing structure shall be accompanied by the following information:
 - a. A site plan showing the location of the proposed antennas on the structure and documenting that the request meets the requirements of this code.
 - b. A building plan showing the construction of the antennas and the proposed method of attaching them to the existing structure, and documenting that the request meets the requirements of this code.
 - c. Certification by a qualified and licensed professional engineer indicating the existing structure's or tower's ability to support the antennas.
 2. Antenna collocation requirements for HOC zoning districts are regulated by sections 10-22B-2 and 10-22B-4 of this title. (Ord. 1316, 4-8-2014)



City of Wayzata

City of Wayzata

City of Wayzata

Mayor:

City of Wayzata

City Council:

City of Wayzata

City of Wayzata

City of Wayzata

City of Wayzata

City Manager:

City of Wayzata

Date: December 8, 2015

To: Mayor Willcox and Councilmembers

From: Heidi Nelson, City Manager

Subject: Accept Downtown Parking Project Report

At the November 17th, 2015 City Council meeting, staff reviewed the information from the Downtown Parking Project, which included the following tasks:

1. Plan of Finance
2. Parking District, Ordinance and Management Tools
3. Pilot Projects
4. Carisch Ramp Renovation Feasibility
5. Mill Street Parking Ramp Programming and Pre-Design
6. Wayfinding Signage Concepts

Council further provided direction to staff to finalize the programming and pre-design for the Mill Street Ramp project. Staff has worked with Jim Lasher and Jo Ann Olson of SRF to finalize the report for the Downtown Parking Project, which is attached for Council review. All of the information and site data associated with the Programming and Pre-Design for the Mill Street Ramp has been provided to the proposed design firm for the ramp project. Staff is requesting that Council take action to accept the report for use as the various components of the overall project move forward.

Wayzata Downtown Parking Project

Final

City of Wayzata



December 2015

SRF No. 8866

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Introduction

The City of Wayzata performed a Parking Study in 2014 for a large area between Ferndale Road and the Presbyterian Homes Development, and between Wayzata Boulevard and Lake Street. The results of this study found a wide range between a surplus and a deficit of parking spaces in the 37 zones. Figure 1 shows the boundary of the 2014 Parking Study area.

Figure 1. 2014 Parking Study Area



The City determined that they needed to focus on the Downtown/Central Business District to identify:

- Need for Mill Street Parking Ramp,
- Means for managing city-controlled parking between multiple parcels and better utilize what exists,
- Consolidation of Operations & Maintenance (O&M), and
- Capital and O&M cost allocations.

The City approved Planning and Owner's Representative services to perform a Downtown Parking Update. The update is divided in six separate projects:

Phase One:

1. Plan of Finance
2. Mobility Management District; Ordinance and Management Tools
3. Pilot Projects
4. Options for Renovation of Carisch Ramp

After the completion of Projects 1 through 4, the City Council reviewed the findings and authorized proceeding with Projects 5 and 6.

Phase Two:

1. New Mill Street Parking Ramp
2. Wayfinding and Real Time Signage

Project 1: Plan of Finance

The Plan of Finance is made up of the following tasks:

- Verify the City's current funding sources and obligations:
 - Identify new funding opportunities
 - New TIF District
 - TIF Pooling
 - Ground Lease/Sale/Development Revenue Options for:
 - Commercial development within and adjacent to the proposed Mill Street Ramp
 - Commercial development at the corner of Superior and Lake Street currently owned by the City
 - 429 Special Assessments
 - Bonding
 - Grants
- Negotiate with private partners to define their participation:
 - Carisch Ramp negotiations to extend public use and agree on proposed improvements financing
 - Presbyterian Homes negotiations to discuss (1) public parking benefits, (2) inclusion in Mobility management district, (3) other city benefits that could result from site plan and TIF negotiations, and (4) right of first refusal for city-owned Superior/Lake parcel

Recommendations/Next Steps

The City Council reviewed and supported the following Plan of Finance options on November 17, 2015. These options include cash, TIF 5 (Pres Homes), Widsten TIF, and new TIF (Gold Mine/adjacent property). The focus of the Plan of Finance is on funding of the Mill Street Parking ramp. Details on progress and direction of the Mill Street Parking ramp are provided under Project 5 (page 24). Figure 2 provides two options for funding the parking ramp. Figure 3 provides further breakout of the two funding options.

The City Council has reviewed the proposed Plan of Finance, but will continue to review and revise the plan as the design moves forward and the outcome of the 2016 legislative session is known with regard to the Widsten TIF Amendment.

Figure 2. Funding Source Options for Mill Street Parking Ramp

City of Wayzata

Funding Sources For Parking Ramp

Source	Action Steps Needed to Secure
Cash	None
TIF 5 (Pres Homes)	None
Widsten TIF	Need to obtain special legislation in 2016 Session. Funds would be available after the session (July 2016).
New TIF (Gold Mine/Adjacent Property)	Full process to complete creation of TIF district takes approximately 60 days. Would need a TIF agreement with Belts to provide them assistance to redevelop their 2 parcels since an in-district obligation is required if you want to pool dollars outside the TIF district.
TOTAL	N/A

Timing of Source	Cash Available in 2016	Cash Available Annually	# of Years of Annual Cash	Total
Available today - One time cash infusion to reduce bonding requirement	\$ 1,500,000	\$ -	N/A	\$ 1,500,000
Available today - 2015 Admin Available in future years - 2016 admin, 2017 admin and partial value on Block E and 2018 100% of Block E	\$ 130,000	\$ 520,000	24	\$ 12,609,993
Available in Mid 2016 - If special legislation approved	\$ 840,000	\$ 420,000	6	\$ 3,360,000
Available in 2018 - 20% of the TIF generated	\$ -	\$ 8,265	26	\$ 214,894
N/A	\$ 2,470,000	\$ 948,265	N/A	\$ 17,684,887

Source	Action Steps Needed to Secure
Cash	None
TIF 5 (Pres Homes)	None
Widsten TIF	Available today if special TIF legislation is not received
New TIF (Gold Mine/Adjacent Property)	Full process to complete creation of TIF district takes approximately 60 days. Would need a TIF agreement with Belts to provide them assistance to redevelop their 2 parcels since an in-district obligation is required if you want to pool dollars outside the TIF district.
TOTAL	N/A

Timing of Source	Cash Available in 2016	Cash Available Annually	# of Years of Annual Cash	Total
Available today - One time cash infusion to reduce bonding requirement	\$ 1,500,000	\$ -	N/A	\$ 1,500,000
Available today - 2015 Admin Available in future years - 2016 admin, 2017 admin and partial value on Block E and 2018 100% of Block E	\$ 130,000	\$ 520,000	24	\$ 12,609,993
Available at end of 2015	\$ 240,000	\$ -	N/A	\$ 240,000
Available in 2018 - 20% of the TIF generated	\$ -	\$ 8,265	26	\$ 214,894
N/A	\$ 1,870,000	\$ 528,265	N/A	\$ 14,564,887

Figure 3. Funding Source Option Details

City Provides \$2.470 Million in Up Front Funding									
Option	Project Costs	Cash on Hand	Withd'd Cash On Hand (With Special Legislation)	2015 & 2016 TIF Admin From Wayzata Bay Center Redevelopment (5%)	TOTAL	Bond Amount	Bond Term	Annual P & I (105%)	2018 Annual TIF Admin From Wayzata Bay Center
1	\$ 7,020,000	\$ 1,500,000	\$ 840,000	\$ 130,000	\$ 2,470,000	\$ 4,665,000	15	\$ 417,613	\$ 520,000
							20	\$ 339,940	
2	\$ 9,720,000	\$ 1,500,000	\$ 840,000	\$ 130,000	\$ 2,470,000	\$ 7,405,000	15	\$ 668,529	
							20	\$ 541,150	
									Net Annual Funds Over/(Under)
									\$ 102,387
									\$ 180,059
									\$ (148,530)
									\$ (21,150)
						Bond Amount	Bond Term	Annual P & I (100%)	2018 Annual TIF Admin From Wayzata Bay Center
						\$ 4,665,000	15	\$ 397,726	\$ 520,000
							20	\$ 323,753	
						\$ 7,405,000	15	\$ 636,694	
							20	\$ 515,381	
									Net Annual Funds Over/(Under)
									\$ 122,273
									\$ 196,247
									\$ (116,695)
									\$ 4,619
City Provides \$1.870 Million in Up Front Funding									
Option	Project Costs	Cash on Hand	Withd'd Cash On Hand (Without Special Legislation)	2015 & 2016 TIF Admin From Wayzata Bay Center Redevelopment (5%)	TOTAL	Bond Amount	Bond Term	Annual P & I (105%)	2018 Annual TIF Admin From Wayzata Bay Center
1	\$ 7,020,000	\$ 1,500,000	\$ 240,000	\$ 130,000	\$ 1,870,000	\$ 5,270,000	15	\$ 471,629	\$ 520,000
							20	\$ 384,101	
2	\$ 9,720,000	\$ 1,500,000	\$ 240,000	\$ 130,000	\$ 1,870,000	\$ 8,015,000	15	\$ 723,746	
							20	\$ 585,943	
									Net Annual Funds Over/(Under)
									\$ 48,370
									\$ 135,898
									\$ (203,747)
									\$ (65,943)
						Bond Amount	Bond Term	Annual P & I (100%)	2018 Annual TIF Admin From Wayzata Bay Center
						\$ 5,270,000	15	\$ 449,171	\$ 520,000
							20	\$ 365,811	
						\$ 8,015,000	15	\$ 689,282	
							20	\$ 558,041	
									Net Annual Funds Over/(Under)
									\$ 70,829
									\$ 154,189
									\$ (169,283)
									\$ (38,041)

Project 2: Mobility Management District; Ordinance and Management Tools

Project 2: Mobility Management District, Ordinance and Management Tools is made up of the following tasks:

- Define a Mobility Management District boundary,
- Review of the City's parking regulations and case studies,
- Draft revisions to parking regulations, including shared parking standards, and
- Identify management tools.

The potential outcomes of this project include:

- Revised parking ratios and/or shared parking calculations,
- Mobility Management District with parking space allocation,
- Parking space allocation formula,
- Capital, operations and maintenance cost assignments,
- Valet and employee parking regulations,
- Mobility options, and
- Improved wayfinding.

Wayzata Mobility Management District Boundary

A Phase 1 Mobility Management District boundary was defined that focuses on the Downtown/CBD where there is a:

- Concentrated area of parking under City control,
- Development demand,
- Parking deficit (under current City Code), and
- Walkable area (average distance from 0.2 to 0.4 miles).

The Phase 1 Mobility Management District boundary includes Office, Retail, Restaurant and Civic uses. It excludes housing areas. This boundary was used as the focus of revised parking ratios and/or shared parking calculations, parking space allocation, parking space allocation formula, capital, operations and maintenance cost assignments, valet and employee parking regulations, mobility options, and improved wayfinding. Figure 4 shows the boundary of the Phase 1 Mobility Management District.

Figure 4. Phase 1 Mobility Management District



A Phase 2 boundary was created for future expansion of the Mobility Management District. The Phase 2 Mobility Management District expands to the west where there is future development potential and additional city-controlled parking. Figure 5 provides a graphic of the Phase 2 Mobility Management District boundary.

Figure 5. Phase 2 Mobility Management District



Best Practices

Research was performed on best practices for parking standards and parking management. In general, the current trend in Parking Best Practices and Management is to support transit-oriented and pedestrian-friendly areas, help make infill development viable and create more walkable, livable communities.

Providing the appropriate supply of parking can be achieved through reduced parking requirements, shared parking, promoting alternative modes of travel, management of parking, a park once vision, and establishing a Parking/Mobility District with benefits. Sharing parking among different users can result in overall reductions in the amount of motor vehicle parking required. Shared parking is encouraged as a means of conserving scarce land resources, reducing stormwater runoff, reducing the heat island effect caused by large paved areas and improving community appearance.

A Parking/Mobility District can provide planning and coordination between on-street and off-street public parking, a process for shared parking between uses, payment in-lieu of providing parking option, monitoring and enforcement, and supportive measures, such as wayfinding, drop-off locations (valet/employee parking potential), shuttle, bike parking and structured parking. The goal of these practices is to create flexibility to meet market demands while minimizing impacts on residents, visitors and businesses. Updated parking practices can also provide an environment that supports creative parking plans as part of development/redevelopment. Details on potential Parking/Mobility District practices are provided under Management Tools section of this report. *Attachment 1* provides a summary of the case studies.

Parking Ratio Case Studies

Wayzata's parking standards influence the determination of downtown parking supply or deficit. Parking regulations from other municipalities were reviewed to use as case studies from which to suggest revised parking requirements for the City of Wayzata. The focus of the case studies was on Parking Ratios and Shared Parking. For the purposes of this report, Parking Ratios are defined as the number of parking spaces required per square footage by type of use. For example, Wayzata requires four parking spaces per 1,000 square feet (net) for office uses. Shared Parking is defined as a parking space that can be used to serve two or more individual land uses without conflict or encroachment. Shared Parking requires the following conditions:

- Variations in the peak accumulation of parked vehicles as the result of different activity patterns of adjacent or nearby land uses (by hour, by day, by season), and
- Relationships among land use activities that result in people's attraction to two or more land uses on a single auto trip to a given area or development.

After completing reviews of several municipalities, it was determined to use Edina, Minnesota; Downers Grove, Illinois; and Institute of Transportation Engineers (ITE) Parking Generation as examples for Wayzata Parking Ratios.

Note: It was suggested to review parking requirements/ conditions from areas such as Martha's Vineyard, Nantucket; Evanston, Illinois; and Vail, Colorado. These areas were found to have a strong transit or shuttle systems used to reduce the demand on parking and provided good examples for potential pilot projects or future multi-modal improvements, but were not selected as examples for parking ratios or shared parking for the following parking scenarios.

Below are summaries of parking regulations for Wayzata and Edina, Minnesota; Downers Grove, Illinois; and ITE.

Wayzata, Minnesota's Current Parking Regulations

Section 20 (Off-Street Parking and Loading) and Section 9 (Design Review Standards) of the City Code were reviewed to understand current practices. The focus of this review was on parking requirements applicable to the Downtown/Central Business District (CBD) for Office, Retail, and Restaurant, shared or joint parking, and alternative ways developers can meet their parking obligations. The City Code requires that each structure developed in the City must provide a certain number of parking spaces. These specific requirements are set out in detail for each type of structure in City Code Section 801.20.15 and are generally calculated on the basis of occupancy or net square footage (the City Code allows reducing the gross square footage by 10% for a net square footage to be applied to the requirements). The current off-street parking and loading requirements for Office, Restaurant, and Retail are as follows:

- Office: 4 stalls per 1,000 square feet
- Retail: 4 stalls per 1,000 square feet
- Restaurant: 25 stalls per 1,000 square feet

Edina, Minnesota

Parking requirements under Planned Commercial District; Shopping Centers are used for the 50th and France area. The parking ratios for Office, Retail and Restaurant are as follows:

- Office: 5 stalls per 1,000 square feet
- Retail: 5 stalls per 1,000 square feet
- Restaurant: 8.6 stalls per 1,000 square feet

Downers Grove, Illinois

Downers Grove, Illinois amended their Zoning Ordinance in June 2014. The regulations of the parking code are intended to help ensure provision of off-street motor vehicle parking facilities, bicycle parking, and other motorized and non-motorized transportation circulation facilities in proportion to the generalized demands of different land uses. It is the intent to help avoid the negative impacts associated with spillover parking into adjacent areas, while at the same time avoiding the negative environmental and visual impacts that can result from unnecessarily large

parking and vehicular use areas. The parking regulations are also intended to promote multi-modal transportation options and enhanced safety and convenience for non-motorized travel, and provide flexible methods of responding to the transportation and access demands of various land uses. The parking ratios for Office, Retail and Restaurant, and are as follows:

- Office: 3 per 1,000 square feet
- Retail: 3.5 per 1,000 square feet
- Restaurant: 12.5 per 1,000 square feet

Institute of Transportation Engineers (ITE)

The ITE parking ratios for Office, Retail and Restaurant are as follows:

- Office: 2.8 stalls per 1,000
- Retail: 2.9 stalls per 1,000
- Restaurant: 17.3 stalls per 1,000

Parking Scenarios

The following parking scenarios apply parking ratios from the selected case studies to the existing land uses within the Phase 1 Mobility Management District Boundary. These parking calculations utilize existing land uses and quantities and do not include future development scenarios. Parking ratios for Office, Retail and Restaurant from Wayzata, Edina, Downers Grove and ITE were applied for each scenario. Since it is not foreseen to have government uses added to the Phase 1 Mobility Management District and the City Hall/Library parking lot will not be changing, Wayzata's Government parking ratio of 5.2 stalls per 1,000 square feet was used for each scenario. The purpose of these scenarios is to provide an idea of the impact to parking supply/demand if reduced parking ratios are adopted by Wayzata.

Wayzata Current Ordinance

If the City's required parking requirements are applied to the Office, Retail and Restaurant uses in the Phase 1 Mobility Management District there is a deficit of 414 parking stalls. Figure 6 provides a summary of the parking requirements within the Phase 1 Mobility Management District.

Figure 6. Wayzata Parking Requirements – Phase 1 Mobility Management District

ZONE	PRIMARY LAND USES	QUANTITY	UNIT	CITY RATE/1000 SF	TOTAL DEMAND
Phase 1	OFFICE	83,370	SQ. FT.	4.0	333
Phase 1	RESTAURANT	35,136	SQ. FT.	22.3	784
Phase 1	RETAIL	178,601	SQ. FT.	4.0	714
Phase 1	GOVERNMENT	33,950	SQ.FT.	5.2	177
					2008
Parking Supply					1594
On Street		180			
Off Street		1414			
SURPLUS/(DEFICIT)					-414

The downtown area is not operating as if there is an unmet parking demand of 414 stalls. A couple of factors can be contributed to this scenario 1) the city parking requirements are higher than are necessary, and 2) shared parking is already occurring in the downtown.

Edina, Minnesota

If Edina parking requirements are applied to the office, restaurant and retail uses in the Phase 1 Mobility management district there is a deficit of 393 parking stalls. Figure 7 provides a summary of the parking requirements within the Phase 1 Mobility Management District with Edina's parking ratios.

Figure 7. Edina Parking Requirements Applied to Phase 1 Mobility Management District

ZONE	PRIMARY LAND USES	QUANTITY	UNIT	CITY RATE/1000 SF	TOTAL DEMAND
ALL	OFFICE	92,633	SQ. FT.	5.0	463
ALL	RESTAURANT	39,040	SQ. FT.	8.6	336
ALL	RETAIL	198,445	SQ. FT.	5.0	992
ALL	GOVERNMENT	37,722	SQ.FT.	5.2	196
					1987
Parking Supply					1594
On Street		180			
Off Street		1414			
SURPLUS/(DEFICIT)					-393

Downers Grove, Illinois

If Downers Grove parking requirements are applied to the office, restaurant and retail uses in the Phase 1 Mobility Management District there is a deficit of 63 parking stalls. Figure 8 provides a summary of the parking requirements within the Phase 1 Mobility Management District with Downers Grove parking ratios.

Figure 8. Downers Grove Parking Requirements Applied to Phase 1 Mobility Management District

ZONE	PRIMARY LAND USES	QUANTITY	UNIT	CITY RATE/1000 SF	TOTAL DEMAND
ALL	OFFICE	92,633	SQ. FT.	3.0	278
ALL	RESTAURANT	39,040	SQ. FT.	12.5	488
ALL	RETAIL	198,445	SQ. FT.	3.5	695
ALL	GOVERNMENT	37,722	SQ.FT.	5.2	196
					1657
Parking Supply					1594
On Street		180			
Off Street		1414			
SURPLUS/(DEFICIT)					-63

Institute of Transportation Engineers (ITE)

If ITE parking requirements are applied to the office, restaurant and retail uses in the Phase 1 Mobility Management District there is a deficit of 112 parking stalls. Figure 9 provides a summary of the parking requirements within the Phase 1 Mobility Management District with ITE parking ratios.

Figure 9. ITE Parking Requirements Applied to Phase 1 Mobility Management District

ZONE	PRIMARY LAND USES	QUANTITY	UNIT	CITY RATE/1000 SF	TOTAL DEMAND
ALL	OFFICE	92,633	SQ. FT.	2.8	259
ALL	RESTAURANT	39,040	SQ. FT.	17.3	675
ALL	RETAIL	198,445	SQ. FT.	2.9	575
ALL	GOVERNMENT	37,722	SQ.FT.	5.2	196
					1706
Parking Supply					1594
On Street		180			
Off Street		1414			
SURPLUS/(DEFICIT)					-112

Parking Ratio Summary

When all of the scenarios are compared, Downers Grove and ITE provide the lowest unmet parking demand under today's conditions. There is no exact science to determining the perfect parking ratio. All of the four parking ratio case studies have merit.

- Downers Grove parking ordinance was amended within the last year and is the result of findings from a parking study. As mentioned previously, Downers Grove *amended parking code is intended to help ensure provision of off-street motor vehicle parking facilities, bicycle parking, and other motorized and non-motorized transportation circulation facilities in proportion to the generalized demands of different land uses. These are some of the management tools Wayzata may pursue, and Downers Grove is a midwest city with similar weather conditions (i.e., cold in the winter, less walkable).*
- ITE parking standards are based on a collection and assemblage of data performed by volunteers, and is provided as an informational guide regarding parking demand. ITE was referenced as a suggested parking ratio in the 2014 Parking Study.
- The City of Edina is a close comparable case study to Wayzata.
- And of course, Wayzata's parking ratios reflect current development requirements.

The parking ratios were consolidated to create an average to be applied to each land use. Figure 10 provides a summary of the parking ratios for each city and an average rate.

Figure 10. Parking Ratio Summary Table

	EDINA	DOWNERS GROVE	ITE	WAYZATA	AVERAGE RATE
Office	5.0	3	2.8	4	3.7
Restaurant	8.6	12.5	17.3	22.3	15.2
Retail	5.0	3.5	2.9	4	3.9

Applying this average parking ratio to current Phase 1 Mobility Management District uses results in a parking deficit of 113 stalls. Figure 11 provides the parking summary for the Phase 1 Mobility Management District with the average parking ratio applied.

Figure 11. Parking Ratio Summary Table for the Phase 1 Mobility Management District

ZONE	PRIMARY LAND USES	QUANTITY*	UNIT	CITY RATE/1000 SF	TOTAL DEMAND
Phase 1	OFFICE	83,370	SQ. FT.	3.7	308
Phase 1	RESTAURANT	35,136	SQ. FT.	15.2	534
Phase 1	RETAIL	178,601	SQ. FT.	3.9	688
Phase 1	GOVERNMENT	33,950	SQ. FT.	5.2	177
* 10% SF removed per 801.20.9 D1					1707
Parking Supply					1594
On Street		1414			
Off Street		180			
SURPLUS/(DEFICIT)					-113

Shared Parking

In addition to reducing the parking ratio requirements for Office, Retail and Restaurant, shared parking percentages should be applied to uses within the Phase 1 Mobility Management District. This will allow the City to better manage the District's parking supply and demand and benefit from shared parking opportunities. Case studies of Shared Parking were reviewed. The shared parking examples reviewed had a similar range of percentages used to calculate shared parking potential and are based on Urban Land Institute (ULI) shared parking standards. Minneapolis and St. Paul utilize the same shared parking calculations and were selected to be used in the following Parking Scenarios.

Both Minneapolis and St. Paul permit the zoning administrator to authorize a reduction in the total number of required parking spaces for two (2) or more uses jointly providing off-street parking when their respective hours of peak operation do not overlap. Shared parking shall be subject to the following conditions.

The number of shared spaces for two (2) or more distinguishable land uses shall be determined by the following procedure:

- Multiply the minimum parking required for each individual use, by the appropriate percentage for each of the six (6) designated time periods.
- Add the resulting sums for each of the six (6) columns.
- The minimum parking requirement shall be the highest sum among the six (6) columns resulting from the above calculations.
- Select the time period with the highest total parking requirement and use that total as the shared parking requirement.

Figure 12 provides the proposed shared use percentages by land use and time period for properties in the Phase 1 Mobility Management District.

Figure 12. Phase 1 Mobility Management District Shared Parking Table

WEEKDAY			WEEKEND			LAND USE
Midnight-7:00 a.m.	7:00 am-6:00 pm	6:00 p.m.-Midnight	Midnight-7:00 a.m.	7:00 am-6:00 pm	6:00 p.m.-Midnight	
5%	100%	5%	0%	10%	0%	OFFICE
10%	70%	100%	20%	70%	100%	RESTAURANT
0%	90%	80%	0%	100%	60%	RETAIL
0%	100%	40%	0%	40%	25%	GOVERNMENT

As an example of the impact, the proposed reduced parking ratios and shared use percentage were applied to existing uses in the Phase 1 Mobility Management District. The parking demand is reduced from 1,624 parking stalls to 1,478 parking stalls, and the deficit is reduced (113) to 116. Figure 13 provides a summary table of the proposed parking ratio and shared parking for the Phase 1 Mobility Management District.

Figure 13. Phase 1 Mobility Management District Proposed Parking Summary

ZONE	PRIMARY LAND USES	QUANTITY*	UNIT	CITY RATE/1000 SF	TOTAL DEMAND	Shared Pkg
Phase 1	OFFICE	83,370	SQ. FT.	3.7	308	308
Phase 1	RESTAURANT	35,136	SQ. FT.	15.2	534	374
Phase 1	RETAIL	178,601	SQ. FT.	3.9	688	619
Phase 1	GOVERNMENT	33,950	SQ. FT.	5.2	177	177
* 10% SF removed per 801.20.9 D1					1707	1478
Parking Supply					1594	1594
On Street		1414				
Off Street		180				
SURPLUS/(DEFICIT)					-113	116

As new development, or changes in use, occurs within the Mobility Management District, the developer will have the option to request a reduction of the required parking spaces based upon applying the shared parking percentages.

Recommendations/Next Steps

The City will amend the City Code (Section 20.15 Parking Requirements) to reflect the reduced parking ratios and take it through the City approval process. The shared parking policy and guidance will be included as part of establishment of the Mobility Management District.

A Mobility Management District will be established concurrently with the construction of the Mill Street parking ramp. The two key functions of the Mobility Management District will be to allocate parking for uses within the district and pay for associated costs within the district. The district will be established under the Special Service District statute in State Law (MN State Statute 428A.01-428A.101). Figure 14 provides a preliminary breakout of proposed Uses/Sources for the Mobility Management District.

**It should be noted that the parking district operating costs will need to be amended to reflect the addition of the trolley (\$10K/year) and dock master staff (\$7.5K/year for Broadway docks) per the November 17, 2015 City Council motion to finalize the Downtown Parking Project/Programming and Pre-Design for Mill Street Ramp and proceed with Architectural and Engineering services for a grade plus two ramp.*

Figure 14. Mobility and Management District Uses and Sources

Preliminary Uses & Sources for Parking District		
MOBILITY/WAYFINDING COST ALLOCATIONS		
USES		
Service	Annual Cost	
Bike Center/Rest Rooms	\$	8,000.00
Wayfinding Signage	\$	5,000.00
Valet	\$	8,000.00
Administration	\$	5,000.00
Annual Total	\$	26,000.00
SOURCES		
Total Commercial SF in District	400,000 SF	
Annual Cost per SF	\$	0.07 Per SF per year
PARKING STALL COST ALLOCATION		
USES		
Service	Option #1 Annual Cost	
Parking Stalls (450)	\$	90,000.00
Capital Fund	\$	22,500.00
Annual Total	\$	112,500.00
SOURCES		
Allocate to Businesses that need Parking	\$	250.00 per stall/year
PER STALL CAPITAL		
\$20,000-\$22,000 per stall/one time		

Capital costs and Operation & Management costs for a parking stall will be paid by those properties/uses that require additional parking due to redevelopment or use change. Figure 15 provides two capital cost options.

Figure 15. Capital Cost Options

Concept #1 - Ammortize over the life of the Ramp at 0% Interest (assume 50 years)			
Per Stall Cost	\$ 21,744	per stall	
Depreciated Years	50	years	
Annual Capital Cost	\$ 435	annual lease per stall or \$36.25/month	
Annual Operating Cost	\$ 225	annual O & M per year	
Annual Total Costs	\$ 660		
Example			
4000 SF Office Needs 14 Parking Stalls			
14 Stalls x \$660 = \$9,240 per year or			
\$2.31/SF for Parking Cost over and Above NNN Lease			
Concept #2 - Ammortize over Commercial Depreciation Term of 39 Years at 0% Interest			
Per Stall Cost	\$ 21,744	per stall	
Depreciated Years	39	years	
Annual Capital Cost	\$ 558	annual lease per stall or \$46.50/month	
Annual Operating Cost	\$ 225	annual O & M per year	
Annual Total Costs	\$ 783		
Example			
4000 SF Office Needs 14 Parking Stalls			
14 Stalls x \$783 = \$10,962 per year or			
\$2.74/SF for Parking Cost over and Above NNN Lease			

Management Tools

In addition to considering revisions to Wayzata's current parking ordinance, Wayzata should also consider steps to maximize potential benefits of existing parking facilities through better management. The downtown core parking facilities experience higher demand and will be utilized faster and more often than other parking options. Without effective management, there may be a perception of a parking shortage; even after adding additional capacity. The following are potential management tools that could be applied to the Phase 1 Mobility Management District.

On-Street Management

Encourage turnover at prime customer spaces along Lake Street either through posted time limits or through installation of parking meters. On-street parking is the preferred parking location for most shoppers and employees. Enforced time limits or parking meters will deter employees or business owners from parking in front of their business. When properly managed, on-street parking will have a high turnover which benefits overall performance and customer service.

Off-Street Management

Improve signage, mapping, wayfinding and branding to make Mobility Management District options clear to customers. Currently Wayzata does not have clear and consistent signage identifying location and access to public parking. Improving this condition to make available parking more accessible should be a completed prior to consideration of expanding parking supply.

Explore valet strategies to manage high parking demand in the Mobility Management District. The Mobility Management District could be used to coordinate and regulate valet parking between business owners and public/private parking facilities. Management of valet parking will ensure valet service is utilized as a tool for the efficient use of existing parking supply. Currently, some downtown Wayzata businesses offer private valet parking for the convenience of their customers. For example, the Cov has received a special permit from the City to valet park vehicles at the City Hall parking lot.

Designate employee parking to remove long-term parking and utilization of high demand Phase 1 Mobility Management District parking spaces. Currently, certain businesses do require employees to park in designated areas, such as Cov employees parking on the third level of the Carisch ramp. Requiring all employees to park in designated areas and to apply for a permit would reduce demand on priority parking stalls within the Phase 1 Mobility Management District. Consideration of remote employee parking, outside of the Phase 1 Mobility Management District would make the greatest impact on parking demand in the mobility management district.

Expand trolley service to reduce employee parking demand, peak-hour customer parking demand, and provide multimodal access to the Phase 1 Mobility Management District, and in the future, within Phases 1 and 2 Mobility Management District.

Recommendation/Next Steps

The City applied these management tools in the formation of Pilot Projects to test their effect on utilization of existing parking within the Phase 1 Mobility Management District. Project 3: Pilot Projects (below) provides details on the Pilot Projects that were implemented over the summer of 2015.

Project 3: Pilot Projects

On-street Two Hour Parking Enforcement Pilot Project

On June 1, 2015 the City of Wayzata initiated an On-street Two Hour Parking Enforcement Pilot Project. This pilot project ran from June 1 – August 30, 2015, with warnings being issued (versus tickets) from June 1 – June 15, 2015. The hours of enforcement were 6 a.m. to 6 p.m., 7 days per week. Figure 16 shows the Two Hour Parking Enforcement boundary. The area of enforcement was defined as follows:

- Lake Street between Superior Boulevard and Walker Avenue (both sides)
 - Add signage to south side of Lake Street between Walker Avenue and Broadway Avenue
- Broadway Avenue from Lake Street to Mill Street Lot Entrance (current signage)
- Walker Avenue from Lake Street to ramp entrance (current signage)
- West City Lot (add signage)
- Bag remaining existing Time Enforced Signs

Figure 16. Illustrates the Area for the Two Hour Parking Enforcement Pilot Project



Valet Parking Pilot Project

On June 15, 2015, the City of Wayzata implemented a Valet Parking Pilot Project. The pilot project ran from June 15 – September 6, 2015. The City entered into a contract with the current valet provider at the COV restaurant to provide the valet parking pilot services. The hours of operation were 11 a.m. – 11 p.m. seven days a week. Six dollars per car was charged for valet parking. The

valet stand was located at the West City Lot entrance. The need for a second valet stand was evaluated in July 2015, and determined not to be needed. There were specific locations designated for the valet parking. Figures 17 – 19 show the designated valet parking areas. These included:

- 11 a.m. – 4 p.m.: 20 stalls at City Hall lot, 20 stalls along northern edge of Mill Street lot, all of East City Lot (behind Cov)
- 4 p.m. – 11 p.m.: 3rd Level of Marquee Plaza ramp (85 stalls), City Hall (all available), East City Lot (all available), NO Mill Street lot parking

Figure 17. Proposed Valet Stand Locations

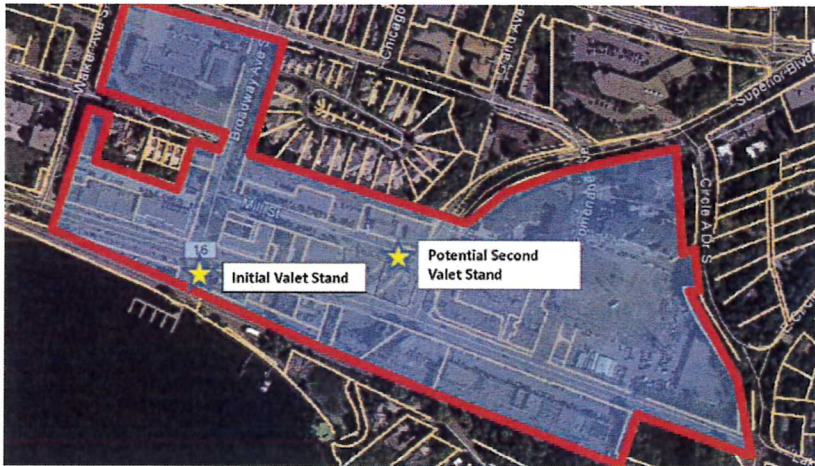


Figure 18. Valet Parking Locations: 11 a.m. to 4 p.m.

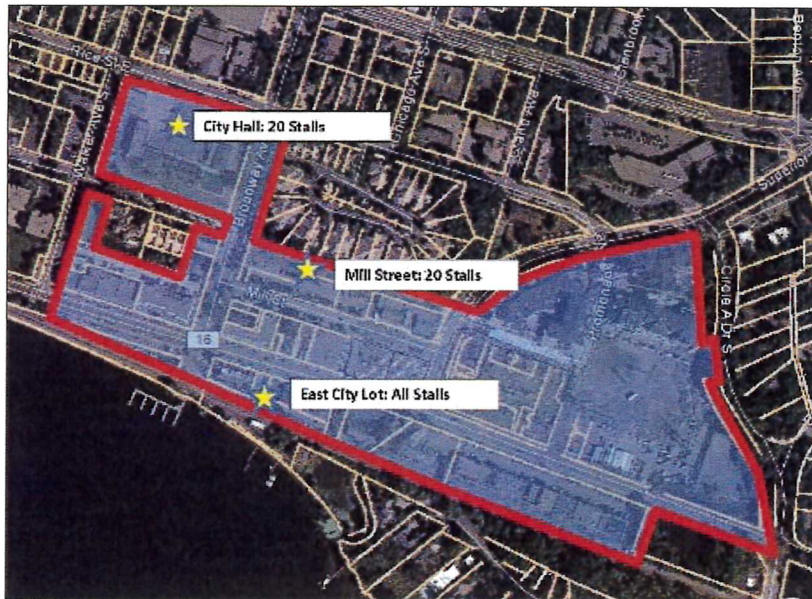
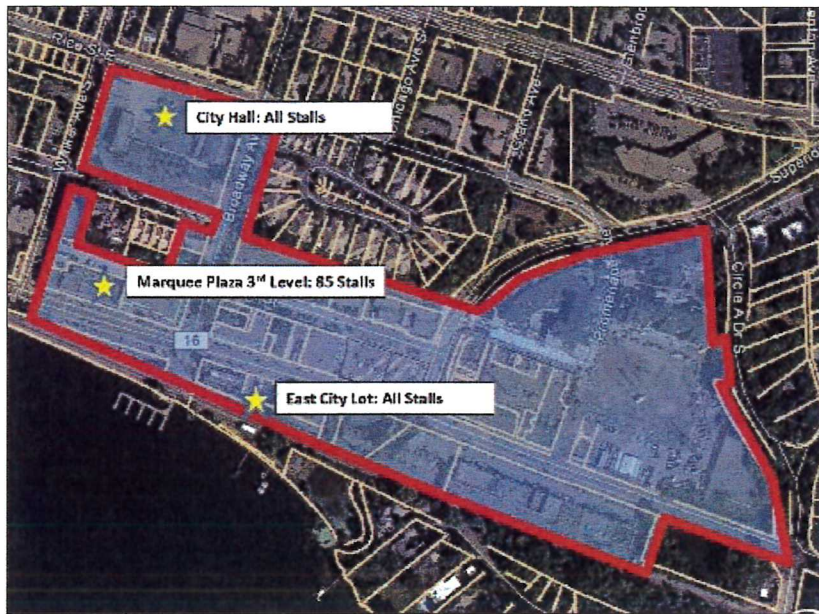


Figure 19. Valet Parking Location: 4 p.m. to 11 p.m.



Data was collected during the valet pilot project to support findings. This data included (by day), number of cars parked, number of employee hours, and revenue. In addition, data was collected on feedback from users of the valet service, destinations and duration.

Designated Employee Parking

Beginning in mid-June 2015, the City initiated a Designated Employee Parking Pilot project to direct employee parking to designated areas away from prime parking locations. The pilot was open to all interested businesses, and Municipal staff were directed to participate. The location of employee parking included City Hall (20 stalls), 3rd Floor of Marquee Plaza (after 4 p.m. and weekends only), and Promenade (50 stalls by permit only from city hall).

Expand Trolley Service

The Lake Minnetonka Trolley was in service from June 7 – September 3, 2015. The trolley ran a 16-stop route 10 a.m. to 4 p.m. on Thursdays and Sundays. Additionally, the trolley will have a special route from 5:30 to 9:30 p.m. on Wednesday nights in July for the concert series at the Depot, stopping from the east to west end along Lake Street.

Recommendation/Next Steps

Employee Parking should continue to be pursued. Some of the difficulties observed with the pilot project was that it was difficult to not have an identified field of parking to direct employees to, or a frequent transit system to connect to remote parking lots.

Public Valet accommodations (stand and allocated parking spaces) should be included in the Mill Street ramp. The pilot program confirmed there is a demand for valet parking, but it is difficult to execute and control without an identified field of parking.

Two-hour Parking Enforcement was determined to be too short of a time period. It is recommended to increase the time limit to three hours for short-term parking on Lake Street. The City will replace the two-hour limit signage with three-hour limit signage by the end of 2015.

Docks and Trolley Pilot Projects. Dock usage between existing and new will continue to be tracked for the next two seasons (2016/17). This information will be provided to Civitas for Signature Project input. The 2016 budget includes allocation for continued trolley operations.

Project 4: Options for Renovation of Carisch Ramp

An assessment of the condition and functionality of the Carisch Parking Ramp was performed in March 2015. The assessment was used to identify existing opportunities for improvements to the ramp that may assist in its performance as a public parking facility and assess potential updating requirements based on age of facility and changes in building code and ADA code. *The full memo is included as **Attachment 2** to this report.* The following potential improvements were identified:

1. New Stair/Elevator Core/ADA Improvements - \$750,000 to \$950,000
2. Added Ventilation - \$6,000 to \$9,000
3. Update to LED Lighting - \$50,000 to \$60,000
4. Painting Interior Ceiling and Walls White - \$180,000 to \$200,000
5. Wayfinding and Parking Availability Signage - \$45,000 to \$65,000

Recommendations/Next Steps

After the analysis and pricing for the Carisch Ramp renovations, the City Council direction is to not move forward with the proposed improvements until a future date, most likely not until Carisch renews the public parking agreement.

Project 5: New Mill Street Parking Ramp

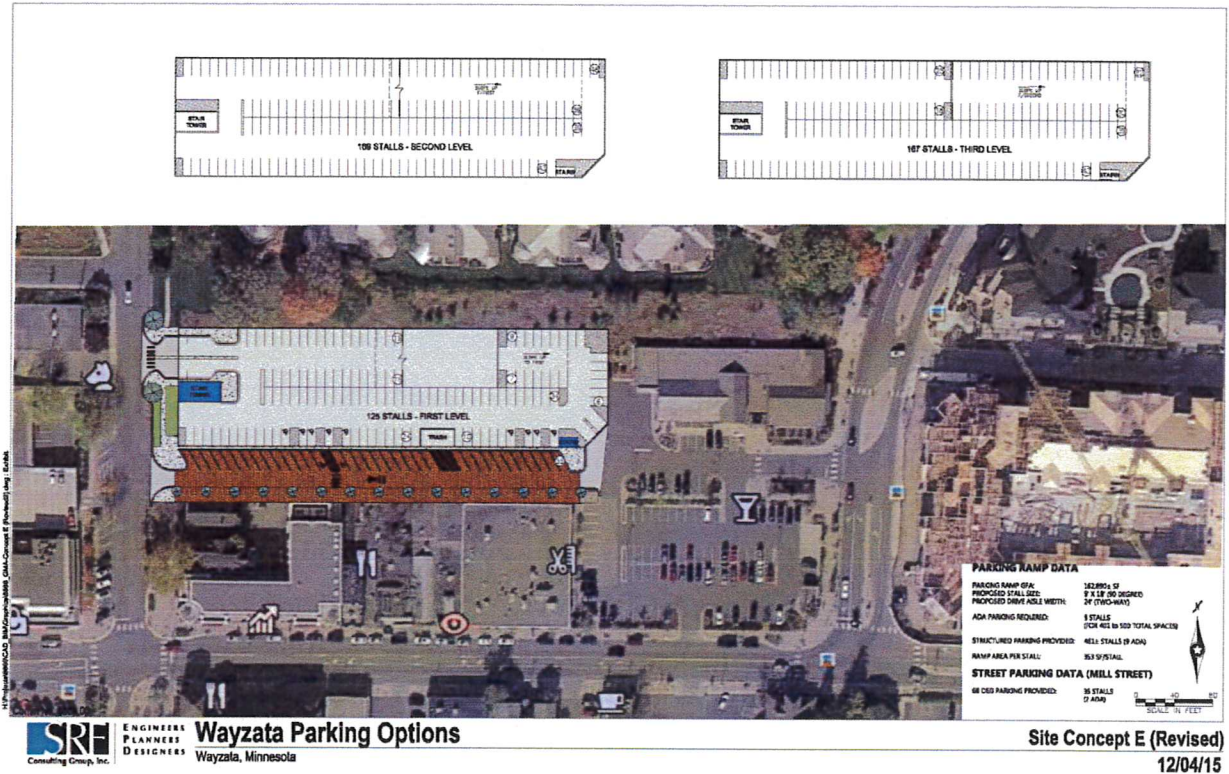
The City received a letter from the Beltz family regarding the commercial corner of the Mill Street parking ramp. The letter withdrew Beltz's interest in Public/Private Partnership (P3) and commercial corner of the Mill Street parking ramp. The letter also supported construction of Mill Street parking ramp and their intention to submit an application for redevelopment of the Gold Mine/Mail Center properties. This notification does not alter or relinquish Beltz development rights north of Mill Street (2002 Development Agreement for 701 East Lake Street).

Figure 20 provides the three proposed options for design of the Mill Street parking ramp. Figure 21 provides a conceptual site plan used to identify the Mill Street Parking Ramp potential footprint, access points, number of levels, and future use of Mill Street. Final design, including height, number of stalls, etc., will be performed during Architectural and Engineering (A/E) services.

Figure 20. Design Options for Mill Street Parking Ramp

Grade + 1 and Grade + 2			
	Grade + 1 Level (No Commercial)	Grade + 2 Levels (No Commercial)	Grade + 2 Levels (With Roof/No Commercial)
Estimated Project Cost	\$7,020,000	\$9,720,000	\$12,300,000 (+500-600K for Green Roof)
Project Information			
Total Parking Stalls	328	447	447
Existing Surface Stalls	182	182	182
Net New Parking Stalls	146	265	265
Usage			
Beltz Redevelopment (South of Mill St.)	70	70	70
Estimated Lake Effect Impact & Demand	50	50	50
Surplus Parking	26	145	145

Figure 21. Grade +2 Levels (No Commercial) Site Plan



The estimated capital cost for the Grade +2 levels (no commercial) is \$9,720,000 (\$21,700 per stall). This estimate was based on City Council feedback with regard to the quality desired for the structure and includes the following:

- Budget to create a “commercial building for parking” with three-sided architecture
- Expanded stair/elevator tower with restrooms and bike center, common refuse area
- Post-tension concrete ramp and brick/stone/glass exterior (pre-cast would be less expensive but would change interior of ramp to feel smaller)
- Interior finishes include wall/ceiling painting for added reflectivity and LED lighting
- Parking stall electronics for accurate vacancy reporting, real-time signage
- Thirty three percent soft cost/contingency
- Additional allowance of \$125K – \$150K for geopiers/soil correction for foundations
- 2016/2017 construction

The Mill Street parking ramp involves the following zoning considerations:

Current Comp Plan Land Use Designation – Institutional/Public

- No changes needed to land use designation

Current Zoning – INS/Institutional

- Zoning would remain INS/Institutional
- City initiates zoning ordinance amendment for INS/Institutional District to add municipal parking ramp as a conditional use and provide standards for lot area, setbacks, and lot coverage

Subdivision

- Preliminary and final plat to combine two lots into one and adjust Mill Street right of way

Design Review

- Design review would be subject to Bluff District standards

Recommendations/Next Steps

At the City Council meeting of November 17, 2015 the City Council elected to move ahead with procurement of A/E Services via an RFQ. Some specific directives included:

- *The option of advancing the roof concept over the grade plus two level parking ramp*
- *The option of dropping the total height of the parking ramp by either modifications in floor height or depressing the entire structure into the grade by up to six feet.*
- *Consideration of extensive landscaping along the north side of the ramp to mitigate visibility of the ramp to the homes located north of the ramp.*
- *No specific decision was made with respect to hiring a Construction Manager or specifically how the parking ramp was to be procured.*

The following is the motion made by the City Council on November 17, 2015:

Mr. Tyacke made a motion, seconded by Mr. Mullin, to direct staff to finalize Downtown Parking Project-Programming and Pre-Design for Mill Street Ramp section and proceed with Architectural and Engineering Services for a grade plus two ramp, exploring design options for a roof and amenities that would screen from a visual and security perspective the neighborhood to the north.

Mr. Mullin requested the addition of two friendly amendments: 1) Include suggestions made by Councilmember Anderson around the transportation elements that include trolley, valet service, and the dock that can help balance out how to relieve the pressure of parking; and, 2) Request staff to bring back the list of specs for the ramp, that include the amenities and optional features of the ramp.

Ms. Nelson repeated the motion made and seconded, and summarized the friendly amendments, which were accepted: to include in the district cost the operations for the trolley, valet service and dock master staff, and that staff would bring back a summary in advance of preparation of the RFP that would clearly outline the specifications of the ramp for amenities and features to ensure alignment before the RFP would be drafted.

The City will proceed with the following entitlement process as part of the Architectural/Engineering (A/E) services:

Ordinance Amendment for INS/Institutional District

- Public Hearing at Planning Commission
- City Council Approval (3/5 vote requirement)

CUP, Subdivision, and Design Review

- Public Hearing at Planning Commission
- City Council Approval (3/5 vote requirement)

Project 6: Wayfinding and Real Time Signage

On June 29, 2015, Visual Communications was hired to provide Phase 1 Design and Analysis for up to two options depicting potential signage for Directional Signage and Mill Street Ramp Identification and Real Time Signage. The proposed options are provided in ***Attachment 3*** and were presented to the City Council on September 15, 2015.

Recommendations/Next Steps

The City will advance the wayfinding and real time signage as part of the Architectural and Engineering services for the Mill Street parking ramp.

Appendix

Attachment 1	Case Studies
Attachment 2	Carisch Ramp Memorandum
Attachment 3	Wayfinding and Signage

Case Studies for Wayzata Downtown Parking Study

Case Study: Austin, Texas: Parking and Transportation Management District

An example of a Parking and Transportation Management District is the City of Austin, TX. Austin, TX recently implemented their first Parking and Transportation Management District (PTMD). This plan combines existing ordinances and tools with proven best practices, using a comprehensive district management approach to address the diverse parking and transportation needs of mixed-use commercial and residential areas. In December 2014 the City of Austin amended the City Code to add a chapter establishing a Parking and Transportation Management District Program. More on this program can be found at: <http://www.austintexas.gov/edims/document.cfm?id=223312>

Case Study: Carmel, CA: Parking Pilot Program

In November, 2014 Carmel, CA implemented a Parking Pilot Program. The parking pilot program is a temporary six month trial program on Ocean Avenue between Junipero and Monte Verde Street that can be extended on a month to month basis, up to a year or even longer based on recommendations by council. Carmel installed paid parking along Ocean Avenue in their business district. Paid parking is between the hours of 10 am – 7 pm. In addition to parking meters, the city has free on-street parking with posted time limits (up to four hours), and promotes un-timed free parking at various locations. Carmel agreed to the parking pilot program after Walker Parking Consultants completed a parking study in October 2013 and discovered there was an imbalance of parking in the downtown commercial district with very little turn over from vehicle parking longer than the recommended time rates.

Walker identified two types of policy measures that can help achieve the redistribution of long-term parkers by refocusing the behavior of drivers parking in the on-street spaces; and providing incentives which encourage or incentivize long-term parkers to not park in the coveted visitor spaces, or not park at all, but instead use other means to access the commercial district. Walker concluded that parking policies are needed to redistribute parking demand and increase the availability of parking spaces on the busiest locations.

A recommendation of the study was to provide more convenient and attractive parking options for employees by encouraging them to park away from the commercial core to make more on-street spaces available to visitors and residents. Employees are directed to park at designated free parking locations. A shuttle service or ambassador/concierge for employees and others who park in the peripheral locations was suggested. More information can be found on the following link:

<http://ci.carmel.ca.us/carmel/index.cfm/residents/city-services/transportation-parking/parking-information1/multi-space-parking-stations-frequently-asked-questions/>

Case Study: Huntington Village, NY: Valet Parking Pilot Project

Huntington Village, NY implemented a valet parking pilot project in May of 2014. The pilot program was implemented in response to a parking study and provided free valet parking on Friday and Saturday in a portion of a municipal lot. The program was jointly funded by a formed “parking consortium” including

the Town, Chamber of Commerce and Huntington Village Business Improvement District. The pilot project was part of a series of measures in response to the parking study. In addition to valet parking, the Town activated multi-space parking pay stations on specific streets, changed the hours for which metered parking is active (10am to 8 pm, Monday-Saturday); and increased to three hours in the maximum a vehicle can remain parking at an on-street spot. The pilot project was discontinued in October 2014 when it was determined that it was no longer necessary after parking spaces in a city lot were reopened after a construction project on the lot was completed. <http://patch.com/new-york/huntington/new-to-huntington-village-valet-parking>

Case Study: Concord, CA: Ordinance on Valet Parking

The municipality of Concord, CA (July, 2014) introduced an Ordinance amending the City Code to include a new section on Valet Parking Passenger Loading/Unloading Zones. Concord, CA completed a review of the feasibility of permitting private business in the City to operate valet parking passenger loading/unloading zones in the public right-of-way. It was determined that business-operated valet parking services could potential benefit the financial wellbeing of businesses in the City by offering parking convenient to patrons. Furthermore, it was determined that adding a new policy on valet parking passenger loading/unlading zones in the City's Municipal Code will provide a process to review and approve requests by sponsor businesses to operate valet parking services on a case-by-case basis, to ensure these services are safely and properly operated.

<http://www.cityofconcord.org/pdf/citygov/agendas/council/2014/0722/3D.pdf>

Case Study: Carmel, CA: Employee Parking

Responding to concerns that many parking spaces in downtown Carmel-by-the-Sea are being taken up by business employees and are thus not available for visitors, those employees will be able to park for free for unlimited periods on certain nearby streets and other areas starting August 2014. Map of employee parking: <http://ci.carmel.ca.us/carmel/index.cfm/linkservid/2D07A6C8-3048-7B3D-C50680BF3C50609E/showMeta/0/>

Case Study: Edina, MN: Employee Parking

The City of Edina owns and operates three parking ramps to serve the Edina portion of the 50th and France Commercial Area. Parking permits are available for full- and part-time employees of businesses located in the Edina portion of 50th and France who choose to park in the City ramps. A permit allows an employee to park in the ramps in excess of the posted time limits applicable to customers and clients. Parking stalls are available on a first-come-first-served basis. Issuance of a parking permit does not guarantee or reserve a space. Every employee who chooses to park in the City facilities MUST purchase a parking permit and abide by the parking regulations. Employees are not allowed to park in the City parking ramps without a valid permit. Permit holders may only park in the designated areas of the City ramps. Permits are issued on a calendar-year basis. Permits will be valid from January 1 to December 31. The employee parking permit fees are \$10/month or \$120/year.

http://edinamn.gov/edinafiles/files/Resources/Permits_Applications/Parking%20Permit%20Application.pdf

Case Study: Nantucket, MA: Transit Shuttle

The Town of Nantucket is a tourism focused island community approximately 29 miles off the coast of Hyannis, MA, approximately 80 miles southeast of Boston, MA. The city has 10,371 year-round residents and a summer seasonal population of over 50,000 people. As traffic and parking issues have been long standing issues for Nantucket, it has developed a highly successful mass transit shuttle system to move people around the town and help alleviate significant downtown parking issues, of which have been studied numerous times over the past few years. Transit service is delivered on 9 separate routes with a total of 13 buses. The system is administered by the Nantucket Regional Transit Authority, one of 13 transit authorities in the State of Massachusetts. (<http://www.nrtawave.com/index.php>) The system has an annual budget of \$1.8M, with 25% coming from fair box recovery from approximately 290,000 rides per year, or an average of approximately \$4.70 per trip in subsidy.

This transit system also provides service to three city controlled remote parking lots outside the core downtown area, which are used by both employees and visitors. Additionally, over the past two years, they have instituted a Common Valet location just one block from the city center that has been very successful. Rates vary from time of day and day of the week. Downtown street parking is also highly controlled via time limits and enforcement is by local police and community service officers.

<http://www.nantucket-ma.gov/documentcenter/view/7176>

Recent studies look to the city instituting an on-street parking meter system with deferral permits issued to adjacent business and property owners. Net Revenue is projected to be well over \$1.0M after operating costs. Meters will most likely only be operational during peak season (May thru September).

<http://www.nantucket-ma.gov/documentcenter/view/5527>

<http://www.nantucket-ma.gov/documentcenter/view/1194>

Carisch Ramp Memo



LSA Design, Inc.
Northwestern Building
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Suite 302
Minneapolis, MN 55401
T. 612.339.8729
F. 612.339.7433
www.lsadesigninc.com

Planning
Architecture
Urban Design

Memorandum

To: Heidi Nelson – City Manager
From: James B. Lasher, RLA
William Fossing, PE
Project: City of Wayzata Downtown Parking Project
Subject: Preliminary Review of Carisch Parking Ramp
Date: March 2, 2015

The City has engaged LSA Design to assist in the Planning, Programming and Pre-Design efforts for additional parking within the core area of Downtown. One of the initial four projects was to make an assessment of the condition and functionality of the Carisch Parking Ramp. The purpose of this memo is to identify existing opportunities for improvements to the ramp that may assist in its performance as a public parking facility and assess potential updating requirements based on age of facility and changes in building code and ADA code.

Initial findings are shown on the attached drawings and optional improvements are as follows:

1. New Stair/Elevator Core/ADA Improvements - \$750,000 to \$950,000
2. Added Ventilation - \$6,000 to \$9,000
3. Update to LED Lighting - \$50,000 to \$60,000
4. Painting Interior ceiling & Walls White - \$180,000 to \$200,000
5. Wayfinding & Parking Availability Signage - \$ 45,000 to \$65,000

NEXT STEPS

Based on this initial assessment, we would like to propose the following course of action:

1. Arrange a second meeting with the Carisch Building Owners to discuss issues and opportunities for improvements.
2. Review option for extending current City/Carisch Parking Agreement
3. Prepare a Feasibility Study that details the proposed improvements along with Schematic Design level budgets and plans.

Attachments

C: Three-level floor plans
William Fossing - LSA
LSA File 14-11.03

KEY

Address Requirements for Enclosed Parking

Address Requirements for Egress

Address Requirements for Separation between Buildings



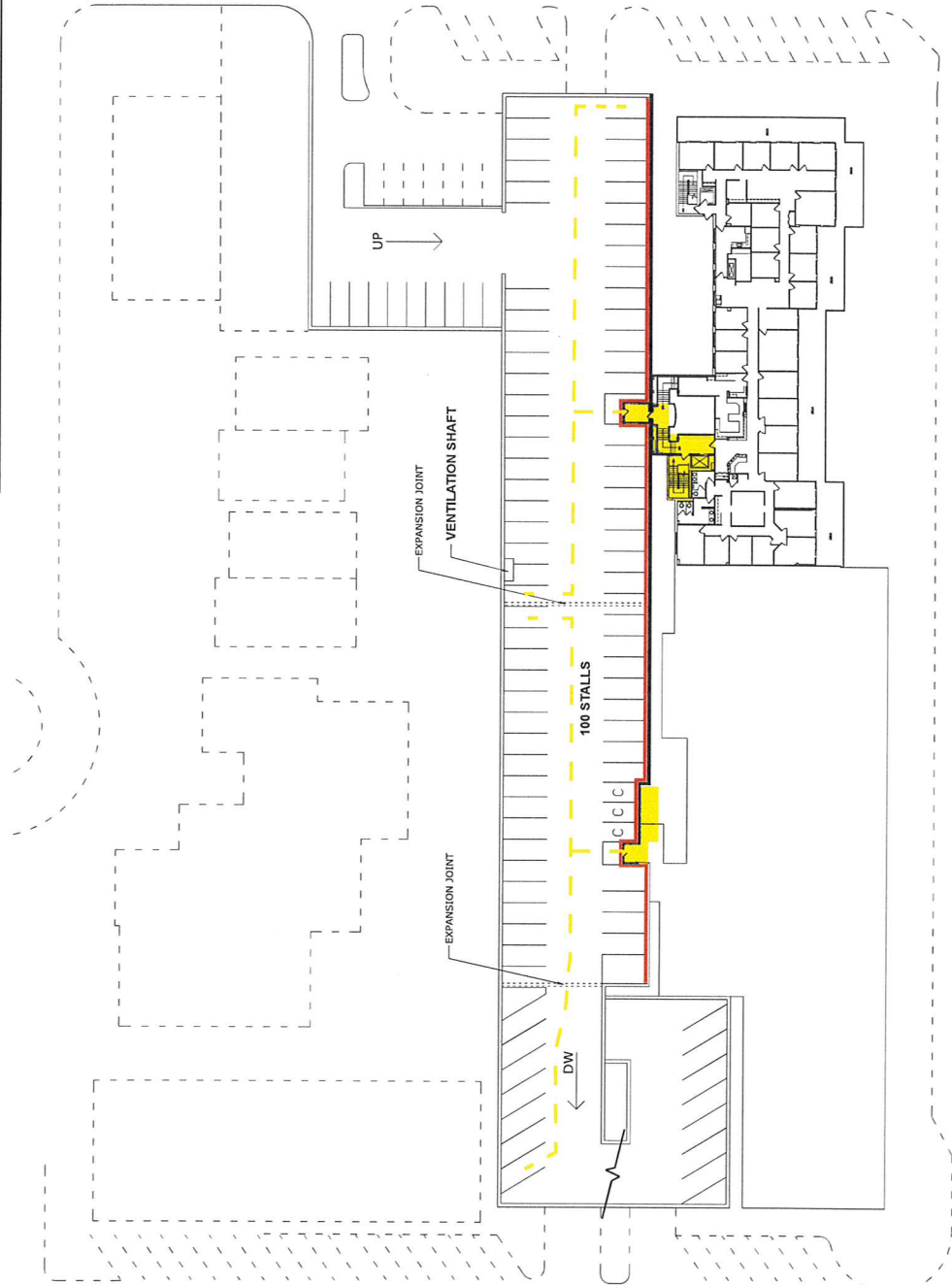
CARISCH RAMP
LEVEL TWO
1" = 50' - 0"

KEY

Address Requirements for Enclosed Parking

Address Requirements for Egress

Address Requirements for Separation between Buildings



CARISCH RAMP
LEVEL THREE
1" = 50' - 0"

Wayfinding and Signage Options

MILL SREET RAMP

Wayzata, MN

Exterior
Signage
Design



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MILL SREET RAMP

Exterior ID Signage & Real Time Design Options

BROADWAY AVE.

MILL STREET
RAMP

Wayzata, MN

Exterior Signage Design



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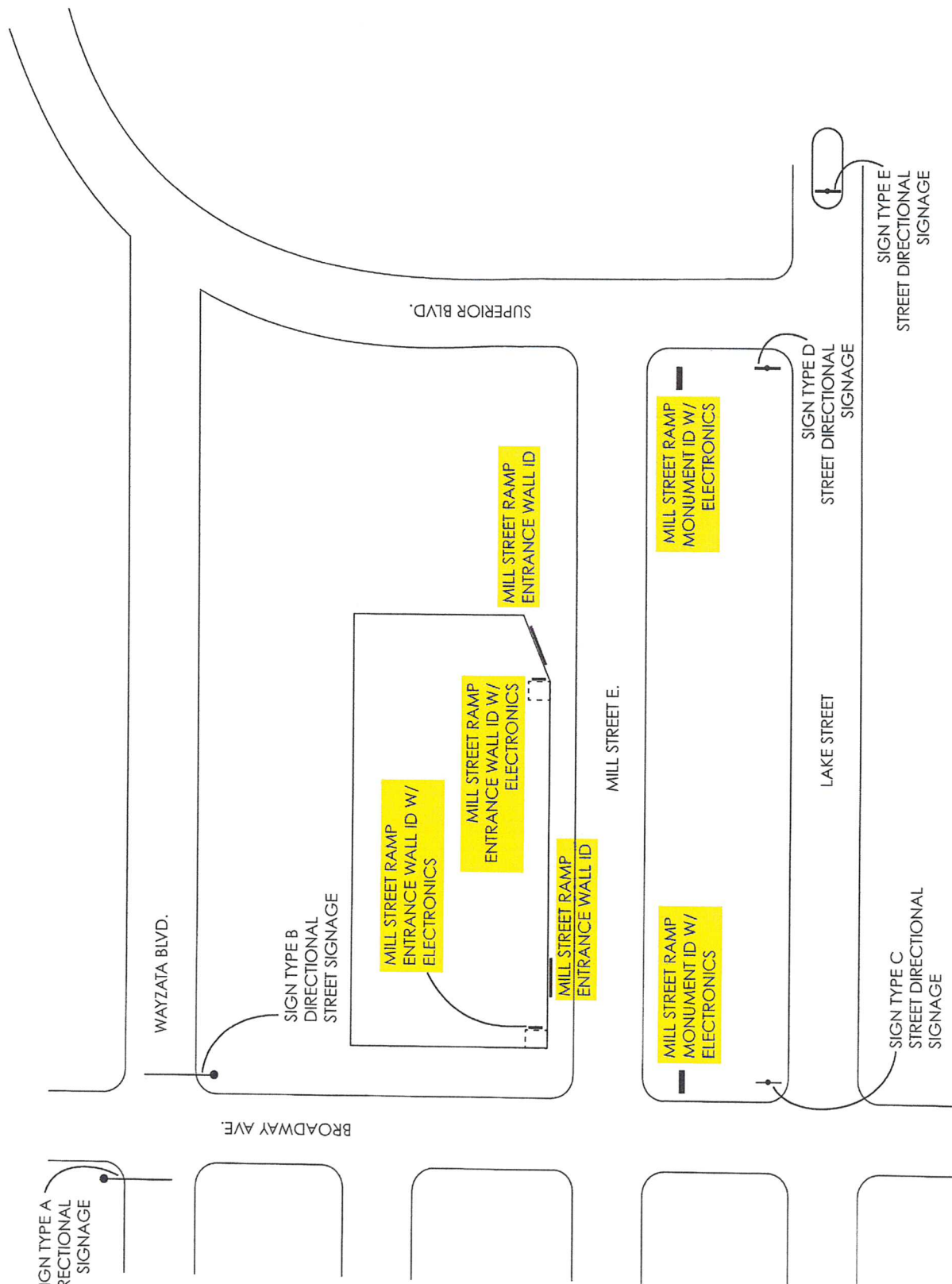
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Loc.





WALL MOUNT IDENTIFICATION



FREESTANDING IDENTIFICATION
CORNER OF BROADWAY AVE SO & MILL ST E



WALL MOUNT PARKING RAMP ENTRANCE IDENTIFICATION

OPTION 1
Exterior Parking Ramp Sign Design - Scale: 1/2"=1'-0"

MILL STREET
RAMP

Wayzata, MN

Exterior
Signage
Design



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MILL SREET RAMP

Wayzata, MN

Exterior
Signage
Design

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OPTION 1

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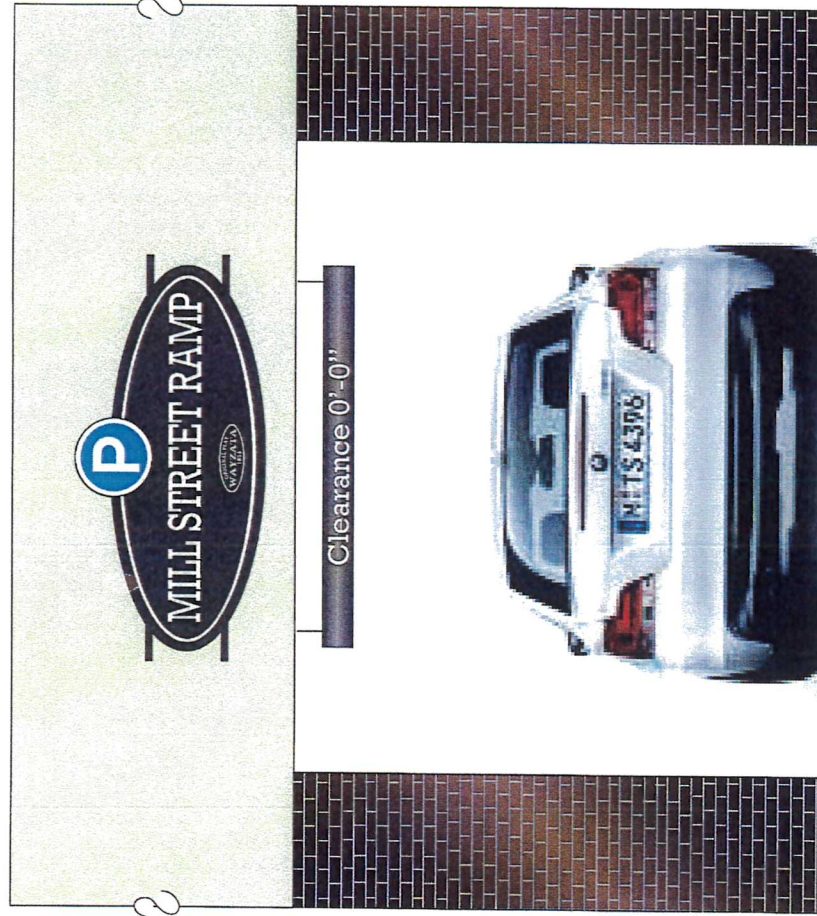
FREESTANDING IDENTIFICATION
CORNER OF SUPERIOR BLVD & MILL ST E



WALL MOUNT IDENTIFICATION



FREESTANDING IDENTIFICATION
CORNER OF BROADWAY AVE SO & MILL ST E



WALL MOUNT PARKING RAMP ENTRANCE IDENTIFICATION

MILL SREET RAMP

Wayzata, MN

Exterior
Signage
Design



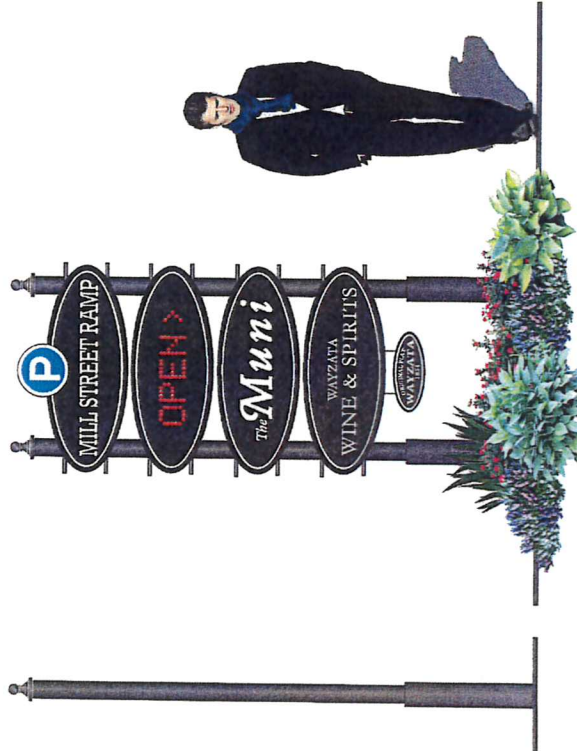
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ALTERNATE/FREESTANDING IDENTIFICATION



FREESTANDING IDENTIFICATION
CORNER OF SUPERIOR BLVD & MILL ST E



MILL SREET
RAMP

Wayzata, MN

Exterior
Signage
Design



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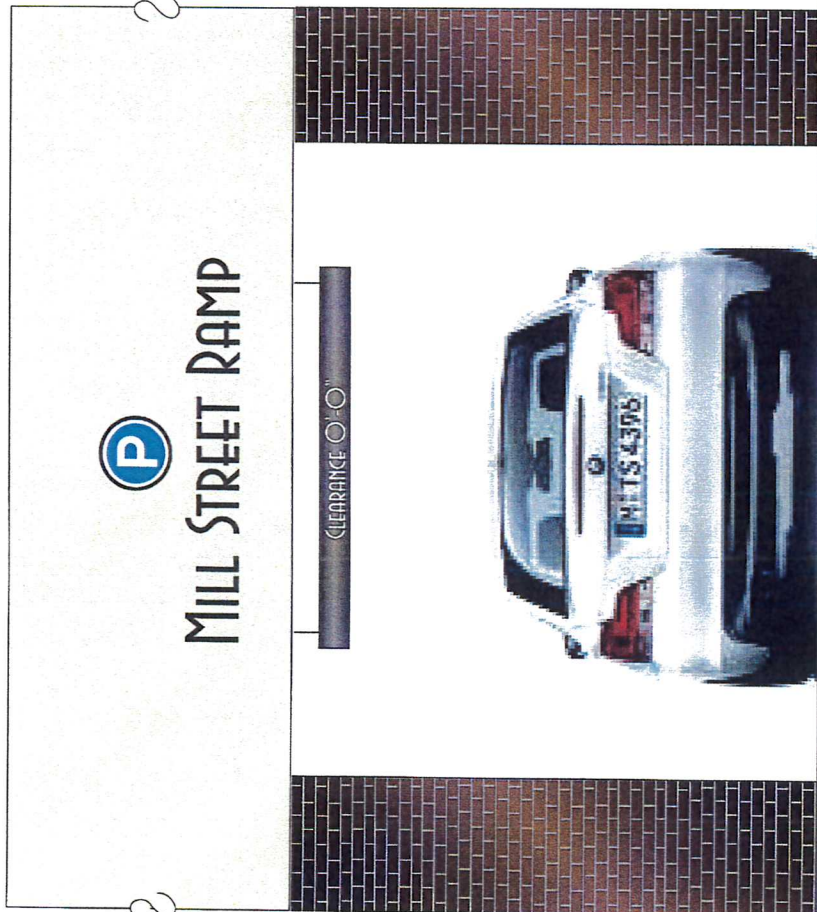
Exterior Parking Ramp Sign Design - Scale: 1/2"=1'-0"



WALL MOUNT IDENTIFICATION



FREESTANDING IDENTIFICATION
CORNER OF BROADWAY AVE SO & MILL ST E



WALL MOUNT PARKING RAMP ENTRANCE IDENTIFICATION

MILL STREET
RAMP

Wayzata, MN

Exterior
Signage
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OPTION 3
Exterior Parking Ramp Sign Design - Scale: 1/2"=1'-0"

MILL SREET RAMP

Wayzata, MN

Exterior
Signage
Design



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FREESTANDING IDENTIFICATION
CORNER OF SUPERIOR BLVD & MILL ST E

OPTION 3

Exterior Parking Ramp Sign Design - Scale: 1/2"=1'-0"



MILL STREET
RAMP

Wayzata, MN

Exterior
Signage
Design



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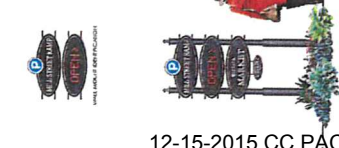
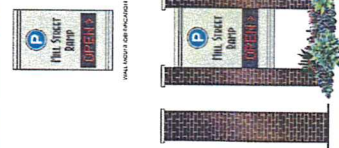
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OPTION 1





OPTION 1



OPTION 3



OPTION 2



MILL STREET
RAMP

Wayzata, MN

Exterior
Signage
Design



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MILL SREET RAMP			
Wayzata, MN			
Exterior Signage Design			
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MILL SREET RAMP

Exterior City Street Directional Signage Design Options

SIGN TYPE A
STREET DIRECTIONAL
SIGNAGE

WAYATA BLVD.

BROADWAY AVE.

SIGN TYPE B
DIRECTIONAL
STREET SIGNAGE

MILL STREET RAMP
ENTRANCE WALL ID W/
ELECTRONICS

MILL STREET RAMP
ENTRANCE WALL ID W/
ELECTRONICS

MILL STREET RAMP
ENTRANCE WALL ID

MILL STREET RAMP
ENTRANCE WALL ID

MILL STREET E.

MILL STREET RAMP
MONUMENT ID W/
ELECTRONICS

MILL STREET RAMP
MONUMENT ID W/
ELECTRONICS

LAKE STREET

SIGN TYPE C
STREET DIRECTIONAL
SIGNAGE

SIGN TYPE D
STREET DIRECTIONAL
SIGNAGE

SIGN TYPE E
STREET DIRECTIONAL
SIGNAGE

MILL SREET
RAMP

Wayzata, MN

Exterior
Signage
Design



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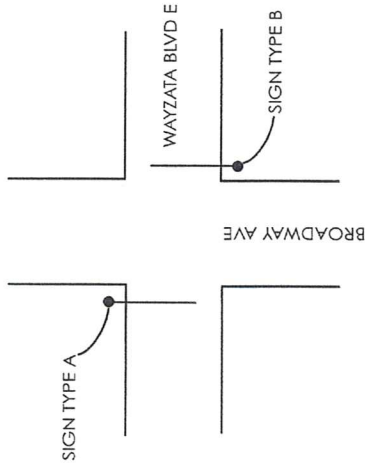
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EXISTING/WAYZATA BLVD EASTBOUND @
BROADWAY AVE INTERSECTION



EXISTING/WAYZATA BLVD WESTBOUND @
BROADWAY AVE INTERSECTION



TO DOWNTOWN
WAYZATA
→



SIGN TYPE A



SIGN TYPE B

MILL SREET
RAMP

Wayzata, MN

Exterior
Signage
Design



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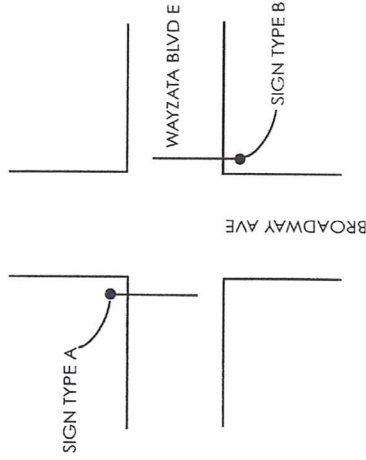
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EXISTING/WAYZATA BLVD EASTBOUND @
BROADWAY AVE INTERSECTION



EXISTING/WAYZATA BLVD WESTBOUND @
BROADWAY AVE INTERSECTION



TO DOWNTOWN
WAYZATA
→



SIGN TYPE A



SIGN TYPE B

MILL SREET
RAMP

Wayzata, MN

Exterior
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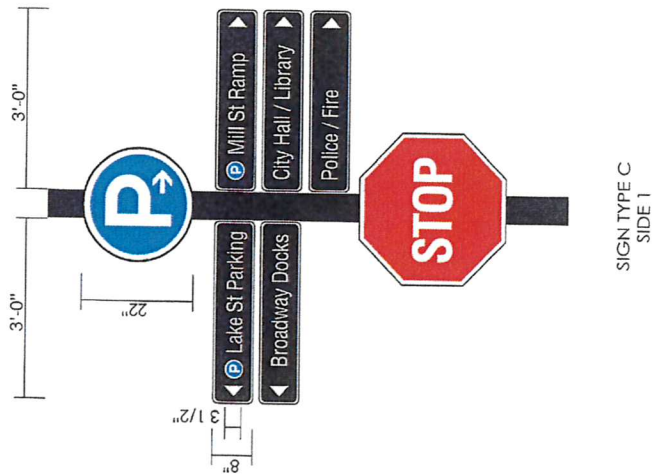
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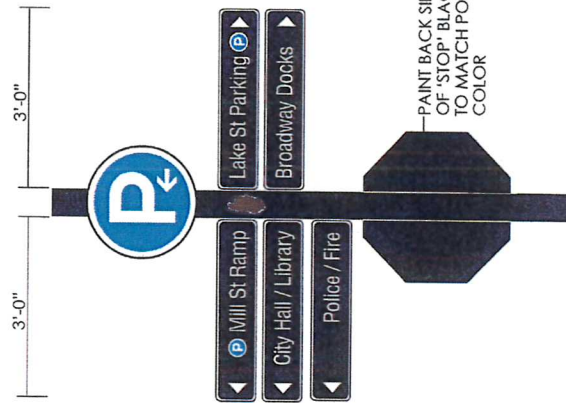
OPTION 2
Exterior City Street Directional Signage Design - Scale: 1/2"=1'-0"



EXISTING/LAKE STREET EASTBOUND @
BROADWAY AVE INTERSECTION



EXISTING/LAKE STREET WESTBOUND @
BROADWAY AVE INTERSECTION



NOTE:
SIGNS DEPICTED ARE UPGRADED
FROM EXISTING (REFER TO PAGE 5)
PLAQUE IS 2" TALLER W/ TALLER LETTERS.
ADDITIONAL NEGATIVE SPACE PROMOTES
BETTER READABILITY. VERY IMPORTANT
FOR VISIBILITY WESTBOUND DURING
SUNSET HOURS.

SIGN TYPE C
SIDE 2

SIGN TYPE C
SIDE 1

MILL SREET
RAMP

Wayzata, MN

Exterior
Signage
Design



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OPTION 1
Exterior City Street Directional Signage Design - Scale: 1/2"=1'-0"



EXISTING/LAKE STREET EASTBOUND @
SUPERIOR BLVD INTERSECTION



ADD PARKING SIGN



SIGN TYPE D
DOUBLE FACED
SIDE 1



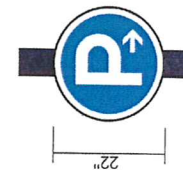
SIDE 2



EXISTING/LAKE STREET EASTBOUND @
SUPERIOR BLVD INTERSECTION



ADD PARKING SIGN



SIGN TYPE E
DOUBLE FACED
SIDE 1



SIDE 2

PAINT BACK SIDE
OF EXISTING SIGN BLACK

MILL SREET
RAMP

Wayzata, MN

Exterior
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OPTION 1
Exterior City Street Directional Signage Design - Scale: 1/2"=1'-0"



EXISTING/LAKE STREET EASTBOUND @
BROADWAY AVE INTERSECTION

EXISTING DIRECTIONAL BLADES
PER SIGN STANDARDS 6" X 36"

NOTE:
ADDITIONAL
NEGATIVE SPACE
BETTER PROVIDES
READABILITY



EXISTING/LAKE STREET EASTBOUND @
BROADWAY AVE INTERSECTION

DIRECTIONAL BLADES SHOWN IN
LARGER SIZE 8" X 36" AND COPY

MILL STREET
RAMP

Wayzata, MN

Exterior
Signage
Design

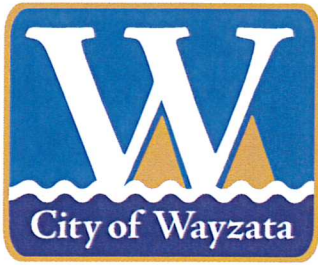
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EXISTING SIGN AND FUTURE SIGN



City of Wayzata

City of Wayzata

City of Wayzata

Mayor:

City of Wayzata

City Council:

City of Wayzata

City of Wayzata

City of Wayzata

City of Wayzata

City of Wayzata

City of Wayzata

City of Wayzata

Date: December 8, 2015

To: Mayor Willcox and Councilmembers

From: Heidi Nelson, City Manager

Subject: Strategic Plan Update

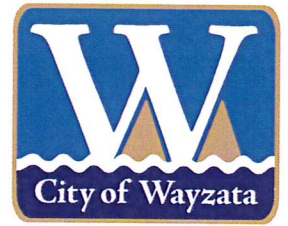
On April 30th and May 1st of 2015, City Council met with staff and a facilitator to review and update the city's strategic plan. The session report was accepted by the City Council in June of 2015 and the updated Strategic Plan was accepted by the City Council in July 2015. Staff has prepared an update regarding the progress on the Strategic Plan, which will be reviewed at the meeting, is attached for Council review. Also attached is the current Strategic Plan for Council reference.

Strategic Priority	Key Outcome Indicator (KOI)	Measure	Target	Strategic Initiatives	Status	
Financial Strength FINANCE	Capital Maintenance Fund	Long Term costs	Incorporate in 2016/2017 budget	1) 10 yr. maintenance plan 2) Capital Maintenance Funding Strategy	1) Review of CIP for identification of maintenance obligations to be complete by 2 nd QTR 2016 for 2017 budget process. 2) Operational items removed from CIP for 2016 budget. Long term capital maintenance funding to be reviewed/determined for 2017 budget.	* *
	Fiscal strength	Bond rating	AAA	1) Organizational Analysis 2) Update Muni Business Plan	1) Organizational analysis and changes complete. 2) Updated Muni business plan accepted at 12/1/15 Council meeting with 2016 budget.	✓ ✓
	Telecom Site	Relocation of Telecom site(s)	Complete relocation by 2019	1) Complete amendments to Telecom Ordinance within 6 month moratorium period (Sept. 2015) 2) Coordinate lease expiration /water tower painting for relocation of tower 3) Ensure city remains driver of site selection process for what is best community outcome	1) Telecom first reading scheduled for 12/15/15 council meeting 2) Feasibility study underway for site at WSD Middle School Site, relocation to be timed with lease expiration/water tower painting. 3) City pursuing site at WSD Middle School Site.	* * *
	Muni	Improved financial performance, customer service, food quality and consistency	Increase profitability by 5% by December 2016	1) Update Muni business plan by Sept. 30, 2015 2) Ensure appropriate mgmt./staffing per business plan 3) Within new business plan address restaurant competition/ liquor competition/parking challenges and customer feedback/demands 4) Focus on customer service, training, food quality and consistency	1) Updated Muni business plan accepted at 12/1/15 Council meeting 2) Addressed in business plan 3) Addressed in business plan 4) Addressed in business plan	✓ * * *
Proactive Development and Redevelopment GROWTH	Promenade of Wayzata	Retail leases	75% of available by June 2016	1) Presbyterian Homes sales/marketing strategy	1) Joint meeting with Chamber held, Whyzata piece developed. On-going communication with developer and broker for opportunities to assist continues	*
	Downtown Parking	Parking spaces	Increase parking capacity by Dec. 2017	1) Implement Parking Pilot Programs for Summer 2015 2) Measure Parking Pilot Programs and plan for long term implementation of parking management tools 3) Define Parking District cost/benefits by Aug. 2015 4) Complete pre-design/programming for Mill St. Ramp Sept. 2015 5) Define plan of finance for ramp construction by Sept. 2015 6) Draft Parking Ordinance amendments by Sept. 2015 7) Draft Parking/Mobility District Ordinance by Sept. 2015 8) Begin site plan submittal/rezone/plot process Oct. 2015 9) Continue collaboration with Carisch's re public use of parking ramp 10) Determine procurement process for ramp construction by Dec. 2015 11) Site plan process/entitlement complete by Dec. 2015 12) Ramp construction start Oct. 2016	1) Pilot Programs conducted in Summer 2015. 2) Pilot Program report provided to Council re outcomes of Pilot Programs on 10/6/15. 3) Parking District boundaries defined, capital and operational cost/benefits outlined in 11/17/15 council presentation. Items to be included in the operation of the district amended by council direction to include trolley, valet service and dock master staff. 4) Pre-Design Programming finalized at 11/17/15 council meeting for a Grade + 2 level ramp with scale/density addressed through design process. 5) Preliminary Plan of Finance finalized at 11/17/15 council meeting. 6) Parking Ordinance Amendments to be presented to PC/CC in 1 st QTR 2016 for approval 7) Outline of Parking/Mobility District established. Ordinance to be drafted and presented to CC concurrently with ramp project moving forward. 8) Administrative subdivision process to combine lots for ramp project, amendment to institutional zoning code to allow for public parking structures, set-back, coverage. Design review process for ramp structure. 9) Staff continues line of communication with Carisch Family. At this time, no planned capital improvements on behalf of city nor extension of public parking easement planned. 10) Procurement process for ramp to be determined as design moves forward. 11) see # 8 above. 12) Target remains for October 2016 construction start for Mill Street Ramp.	✓ ✓ * ✓ * * * * * * * *
	Targeted multi-family complexes	Reinvestment	2 complexes improved by Dec. 2016	1) Marketing campaign - multi-family investment program	1) Research of other comparable communities' rehabilitation/reinvestment programs in progress	*
	Signage	Increased wayfinding into and within city	Roll out 2nd phase wayfinding & new directional signage by June 2016	1) Improve directional signage on freeway to Lake Minnetonka & commercial districts 2) Monument signage of Muni	1) Signage for wayfinding is still ongoing with MnDOT for placement on Freeway. 2) Monument Signage of Muni is pending	* *
	Marketing	Marketing plan in place	Determine scope/feasibility of marketing/branding campaign by June 2016	1) Assess scope/feasibility of marketing/branding campaign for city 2) Determine funding for marketing/branding campaign	1) Exploration of CVB opportunities with new hotel. Scenic byway discussion transitioning to marketing effort. Ongoing discussions with lake area cities/chambers.	*
	Traffic/ Circulation	Update Traffic Study	Complete by Sept. 2016	1) Assess Superior Blvd./Wayzata Blvd. intersection design 2) Service levels at key intersections 3) Assess additional redevelopment /parking expansion on traffic/circulation 4) Consider access points to HWY 12 corridor	1) All pending with update of traffic study and re-visiting design of Superior Blvd/Wayzata Blvd. in advance of 2017 (est.) reconstruction of intersection.	*
Organizational Sustainability WORKFORCE	Institutional Knowledge	Documentation/SOPs	All depts. by July 2016	1) Documentation project- all depts. 2) Succession plan- all depts.	1) Review of policies and SOPs underway. To be completed by 2 nd QTR 2016.	*
	Shared services	Executed agreement	Long Lake PW By June 2016	1) Develop options for shared services 2) Implement Long Lake opportunity	1) Monitoring opportunity for continued partnership with Long Lake. Completed 5-year extension of police contract 2016-2020.	*
Focused on Community Engagement Customer	Citizens' Academy	Participation	20 participants by June 2016	1) Create a citizen's academy program	1) Exploration of concept/review of model programs completed by Intern in 2015.	*
	Website	Visits	Implemented by June 2016	1) Incorporate paperless technology into website	1) E-agenda is a component of the new website agenda module. Targeted for implementation by 4 th QTR 2016	*

Operational Effectiveness	Business and permits	Online forms availability	80% by June 2016	1) Program funding and implementation for a line permits/business apps	1) Online forms and permits incorporated in with new website development. 2) E-Commerce pending	*
	Staff time	Utility bill processing	20% reduction June 2016	1) Document current staffing metrics 2) Establish improvement program	1) Current efforts to increase e-payment increased from 390 users to 540 between July 2015-December 2015	*
	Ordinance/policy priorities	Ordinances revised/established	All complete by moratorium end date or June 2016	1) Telecomm Ordinance 2) Parking Ordinance 3) Neighborhood Zoning Standards Ordinance 4a) Tree Preservation Ordinance 4b) Signage Ordinance 5a) Medical Marijuana Ordinance 5b) Alternative Energies Ordinance 6) Meeting Minute-taking policy	1) On 12/15/15 council agenda for 1 st reading 2) To be presented to PC/CC in 1 st QTR 2016 3) Pending 4) To be presented to CC on 1/5/15 4b) Pending 5a) Research complete on ordinances 5b) Presentation to PC completed in Nov 2015, ordinance pending 6) Pending	* * * * * *
Maintain and Enhance Community Amenities	Lake Effect Projects	Shovel ready signature project	Phase One of signature project start construction by June 2016	1) Complete RFP process for design of signature central lakefront project 2) Cultivate project partners with Council leadership 3) Complete design of signature central lakefront project in alignment with broader scope of parking/docks/connections/corridors 4) Transition completion of design into phased project implementation 5) Increase community engagement throughout process - communicate progress, highlight current projects, funder cultivation, celebrate milestones 6) Ensure Lake Effect value statements are reflected in the process and design	1) RFP process complete, design firm selected. Design process to be complete by March 2016. 2) Project partners participating in Steering and Technical Committees for design process. 3) Signature project design is being coordinated with parking/docks/connections/corridors. 4) Phase one project to follow completion of the design in March 2016. 5) Community meetings scheduled for November, January, and February of design process. All communications channels deployed throughout the design process. 6) Lake Effect values being incorporated into the design process.	✓ ✓ ✓ * * *

✓ Complete or now the way we do business. * Carry over - not yet complete.

Rev. 12/7/15



A BLUEPRINT FOR THE FUTURE

Five Year Vision for the Community: Wayzata in 2017

Wayzata
is a well
maintained
and safe
community.

Wayzata is
an active
community
with a
“Home
Town” feel.

Wayzata
provides
a world-
class guest
experience.

Wayzata
celebrates its
proud history
on the lake.

Wayzata
offers an
exceptional
lakefront
destination.

Wayzata has
a strong,
stable
financial
foundation.

STRATEGIC DIRECTION:

Ensuring Financial Stability

Strategic Priority	Key Outcome	Measure	Target	Strategic Initiatives
Financial Strength FINANCE	Capital maintenance demand	Long-term costs	Incorporate in 2016/2017 budget	1) 10-year maintenance plan 2) Capital maintenance funding strategy 3) Plan for funding/ongoing maintenance of Bushaway Corridor landscape
	Fiscal strength	Bond rating	AAA	1) Monitor bond rating criteria against policy/performance
	Telecom Site	Relocation of Telecomm site(s)	Complete relocation by 2019	1) Complete amendments to Telecom Ordinance with in 6 month moratorium period (Sept. 2015) 2) Coordinate lease expiration /water tower painting for relocation of tower 3) Ensure city remains driver of site selection process for what is best community outcome
	Muni	Improved financial performance, customer service, food quality and consistency	Increase profitability by 5% by December 2016	1) Update Muni business plan by Sept. 30, 2015 2) Ensure appropriate mgmt/staffing per business plan 3) Within new business plan address restaurant competition/ liquor competition/parking challenges and customer feedback/demands 4) Focus on customer service, training, food quality and consistency
Proactive Development & Redevelopment GROWTH	Promenade of Wayzata	Retail leases	75% leased by June 2016	1) Presbyterian Homes sales/marketing strategy
	Downtown Parking	Parking Spaces	Increase parking capacity by Dec. 2017	1) Implement Parking Pilot Programs for Summer 2015 2) Measure Parking Pilot Programs and plan for long term implementation of parking management tools 3) Define Parking District cost/benefits by Aug. 2015 4) Complete pre-design/programming for Mill St. Ramp Sept. 2015 5) Define plan of finance for ramp construction by Sept. 2015 6) Draft Parking Ordinance amendments by Sept. 2015 7) Draft Parking/Mobility District Ordinance by Sept. 2015 8) Begin site plan submittal/rezone/plat process Oct. 2015 9) Continue collaboration with Carish's re public use of parking ramp 10) Determine procurement process for ramp construction by Dec. 2015 11) Site plan process/entitlement complete by Dec. 2015 12) Ramp construction start Oct. 2016
	Targeted multi-family complexes	Reinvestment	2 complexes improved by Dec. 2016	1) Marketing campaign - multi-family investment program 2) Improve rental inspection coordination with reinvestment 3) Increase and implement rental housing inspection standards 4) Promote development of diversity of housing stock.
	Signage	Increased wayfinding into and within city	Roll out 2nd phase wayfinding & new directional signage by June 2016	1) Improve directional signage on freeway to Lake Minnetonka & commercial districts 2) Monument signage of Muni
	Marketing	Marketing plan in place	Determine scope/feasibility of marketing/ branding campaign by June 2016	1) Assess scope/feasibility of marketing/branding campaign for city 2) Determine funding for marketing/branding campaign
	Traffic/ Circulation	Update Traffic Study	Complete by Sept. 2016	1) Assess Superior Blvd./Wayzata Blvd. intersection design 2) Service levels at key intersections 3) Assess additional redevelopment /parking expansion on traffic/ circulation 4) Consider access points to HWY 12 corridor



STRATEGIC DIRECTION: Sustaining Our Community

Strategic Priority	Key Outcome	Measure	Target	Strategic Initiatives
Organizational Sustainability	Institutional Knowledge	Documentation/ SOPs	All depts. by July 2016	1) Documentation project - all depts. 2) Succession plan - all depts.
WORKFORCE	Shared services	Executed agreement	Long Lake PW by June 2016	1) Develop options for shared service 2) Implement Long Lake opportunity
Focused Community Engagement	Citizens' Academy	Participation	20 participants by June 2016	1) Create a Citizens' Academy
CUSTOMER	Website	Visits	Implemented by June 2016	1) Incorporate paperless technology into website



STRATEGIC DIRECTION: Enhancing City Assets

Strategic Priority	Key Outcome	Measure	Target	Strategic Initiatives
Operational Effectiveness	Business and permits	Online forms availability	80% by June 2016	1) Program funding and implementation for a line permits/business apps
OPERATIONS	Staff time	Utility bill processing	20% reduction June 2016	1) Document current staffing metrics 2) Establish improvement program
	Ordinance/policy priorities	Ordinances revised/ established	All complete by moratorium end date or June 2016	1) Telecomm Ordinance 2) Parking Ordinance 3) Neighborhood Zoning Standards Ordinance 4a) Tree Preservation Ordinance 4b) Signage Ordinance 5a) Medical Marijuana Ordinance 5b) Alternative Energies Ordinance 6) Meeting Minute-taking policy
Maintain and Enhance Community Amenities	Lake Effect Projects	Shovel ready signature project	Phase One of signature project start construction by June 2016	1) Complete RFP process for design of signature central lakefront project 2) Cultivate project partners with Council leadership 3) Complete design of signature central lakefront project in alignment with broader scope of parking/does/ connections/corridors 4) Transition completion of design into phased project implementation 5) Increase community engagement throughout process - communicate progress, highlight current projects, funder cultivation, celebrate milestones 6) Ensure Lake Effect value statements are reflected in the process and design
MAINTENANCE				

Strategic Planning Overview

The Strategic Planning Session took place in Wayzata on April 30 & May 1, 2015. Participants included: Mayor Ken Willcox, Council Members Bridget Anderson, Johanna McCarthy, Andrew Mullin and Steven Tyacke with City Manager Heidi Nelson. Staff included Bryan Gadow, Director of Planning and Building; Dave Dudinsky, Public Services Director; Mike Risvold, Police Chief; Kevin Klapprich, Fire Chief; Don Uram, Administrative Services Director; and Kristin Classey, Communications Specialist.

During the session, council relations and the strategic initiatives outlined on the previous pages were discussed.

