

WAYZATA CITY COUNCIL MEETING AGENDA
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, March 20, 2018

WORKSHOP TOPIC FOR DISCUSSION:

1. Discussion of 2018 Market Values from City Assessors (6:00 p.m.)

7:00 PM - CITY COUNCIL MEETING

ITEM	DESCRIPTION	PRESENTER	DK	ST	KW	JM	AP	VOTE	PAGE #
1	Call to Order		A						
2	Pledge of Allegiance								
3	Roll Call								
4	Approve Agenda								
5	Public Forum - 15 Minutes (3 min/person)								
a.	Recognition of Retiring Firefighter Reb Bowman	Kevin Klapprich							
b.	Swearing-in Ceremony for Firefighters Travis Bunch and Zev Oman	Dahl/Kevin Klapprich							
6	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.									
7	Consent Agenda								3
a.	Approval of City Council Workshop Meeting Minutes of March 6, 2018 and City Council Regular Meeting Minutes of March 6, 2018								
b.	Approval of Check Register								
c.	Approval of Municipal Licenses								
d.	Police Activity Report								
e.	Building Activity Report								
f.	Approval of Agreement with Hennepin County for Lease of the Wayzata Library Building at 620 Rice St E								
g.	Approval of Updated Communications Policy								
h.	Approval of SEH Contract for the Reconditioning of Water Tower								
8	New Business								
a.	Consider Approval of Resolution No. 11-2018 Approving a Conditional Use Permit for a Verizon Wireless at 1000 Superior Blvd.	Thomson							84
b.	Consider Approval of Plans and Authorization to Solicit Public Bids for the Reconstruction of Wayzata Blvd/Superior Blvd Intersection	Kelly							86
c.	Consider Approval of Proposals and Authorization of Contracts with Stantec and SRF Consulting for 2040 Comprehensive Plan Services	Kelly							145
9	City Manager's Report and Discussion Items								
10	Public Forum (as necessary)								
11	Adjournment								

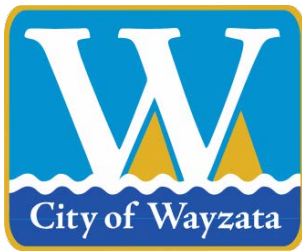
Meeting Rules of Conduct:

Turn in white card for public forum and blue card for agenda item
Give name and address
Indicate if representing a group
Limit remarks to 3 minutes

Upcoming Meetings:

City Council - April 3 & 17, 2018
Planning Commission - April 2 & 16, 2018

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



City of Wayzata City Council Agenda Report

MEETING DATE: March 20, 2018	AGENDA ITEM: 7a
TITLE: Approval of City Council Workshop Meeting Minutes of March 6, 2018 and City Council Regular Meeting Minutes of March 6, 2018	
PROPOSED MOTION: To Approve the City Council Workshop Meeting Minutes of March 6, 2018, and City Council Regular Meeting Minutes of March 6, 2018	
PREPARED BY: Becky Malone, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached draft minutes.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Draft City Council Workshop Meeting Minutes of March 6, 2018
2. Draft City Council Meeting Minutes of March 6, 2018

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WAYZATA CITY COUNCIL
DRAFT - WORKSHOP MEETING MINUTES
March 6, 2018

5:30 p.m. Future IQ Report on Wayzata 2040 Community Vision

Mayor Pro-Tem Tyacke called the workshop meeting to order at 5:30 p.m. Council Members present: Koch, McCarthy, and Plechash. Absent and excused: Mayor Willcox. Also present: City Manager Dahl, Director of Planning and Building Thomson, City Engineer/Assistant Director of Public Works Kelly, and City Consultants David Beurle and Juliana Panetta of Future IQ.

Mayor Pro-Tem Tyacke introduced this item at 5:30 p.m.

Mr. Dahl explained that during the summer of 2017, the City Council hired Future IQ to conduct a comprehensive community engagement process that would ultimately provide the vision and foundation for the update to the City's Comprehensive Plan, which the Met Council is requiring all of seven-county area communities to do by no later than December 31, 2018.

David Beurle and Juliana Panetta of Future IQ reviewed the report with the group, including the process over the last six months. The City chose to invest more in the engagement phase of the process in order to better grasp influences and trends of the region, country, world, and to provide for more feedback opportunities.

The group critiqued the draft vision statement and reviewed the eight (8) guiding principles that support the implementation of the Wayzata 2040 Vision: Charming; Walkable and Pedestrian Friendly; Healthy, Engaged and Active; Vibrant Parks and City Spaces, In the Forefront of Sustainability; Multi-Generational; Connected and City Nodes with Greater Housing Diversity.

The Council discussed feedback received throughout the process and next steps. Mr. Beurle and Ms. Panetta indicated that would make some tweaks to the Visioning document prior to sending back to the City. Once they do that, it is ready to be incorporated into the Comprehensive Plan Update.

Future iQ and the Council thanked each other for the partnership. Mr. Dahl indicated that at the March 20 Council meeting, there would be consideration to approve additional contracts from the consultants who would finish the remaining portion of the Comp Plan Update.

The workshop meeting was adjourned at 6:55 pm.

Respectfully submitted,

Becky Malone
City Clerk

**WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
March 6, 2018**

AGENDA ITEM 1. Call to Order.

Mayor Pro Tem Tyacke called the meeting to order at 7:00 p.m.

AGENDA ITEM 2. Pledge of Allegiance.

AGENDA ITEM 3. Roll Call.

Council Members present: Tyacke, Koch, McCarthy, and Plechash. Council Member absent and excused: Mayor Willcox. Also present: City Manager Dahl, Director of Planning and Building Thomson, City Engineer/Assistant Director of Public Works Kelly, and City Attorney Schelzel.

Mayor Pro Tem Tyacke noted the Council met in Workshop prior to the meeting to discuss the Future IQ Report on Wayzata 2040 Community Vision.

AGENDA ITEM 4. Approve Agenda.

Mrs. McCarthy made a motion, seconded by Mr. Koch to approve the agenda. There was no further discussion. The motion carried 4/0.

AGENDA ITEM 5. Public Forum.

a. Introduction of New Parks Employee Karl Roiseland

City Engineer Mike Kelly introduced new Parks Department employee Karl Roiseland. He stated Mr. Roiseland's role is titled General Parks Maintenance, and includes lawn mowing, gardening, garbage pickup, ice rink maintenance and other duties.

b. Lake Effect Update

This item was postponed to a future City Council meeting.

AGENDA ITEM 6. New Agenda Items.

Mayor Pro Tem Tyacke requested they have a joint Workshop with the Planning Commission to revisit the Tree Ordinance and the record of performance.

City Manager Dahl agreed and noted it would be good to make sure the Planning Commission and City Council are in agreement on the intent of the code.

Mayor Pro Tem Tyacke made a motion, seconded by Mrs. McCarthy, to direct staff to schedule a joint Workshop with the Planning Commission to discuss the City's Tree Ordinance. There was no further discussion. The motion carried 4/0.

Mrs. McCarthy inquired if they should also include Kurt Klapprich in this meeting.

Mr. Dahl responded Mr. Klapprich's expertise may be needed and he will discuss it with staff.

AGENDA ITEM 7. Consent Agenda.

Mayor Pro Tem Tyacke referred to item 7(d) and inquired if the 259 Lake Street easement for public parking related to Boatworks affects the entire lot or just the back half.

Director of Planning and Building Thomson responded the existing easement for 259 Lake Street for Boatworks is over the entire parcel. There is a private easement agreement between the owners and it is regulated by a Conditional Use Permit that is regulated by the City. The City's approval of the Wayzata Blu development included an amendment to the CUP reflecting this change in the parking configuration. As a condition of the CUP amendment, the owners are

required to amend the easement document to reflect the easement being only on the back half of the property.

- Mr. Plechash made a motion, seconded by Mrs. McCarthy, to approve the consent agenda:
- a. Approval of City Council Workshop Meeting Minutes of February 20, 2018, and City Council Regular Meeting Minutes of February 20, 2018
 - b. Approval of Check Register
 - c. Approval of Municipal Licenses
 - d. Approval of Resolution No. 14-2018 Approving New Wayzata Blu Preliminary and Final Plat Subdivision at 259, 269, and 275 Lake Street East and 339 Barry Avenue South
 - e. Approval of Contract with Confluence for Parks and Trails Master Plan
- Motion carried 4/0.

AGENDA ITEM 8. New Business.

a. Accept Future iQ Visioning Report for the 2040 Comprehensive Plan Update

City Manager Dahl reported they are required by the Metropolitan Council to update their comprehensive plan every 10 years, and this plan is due at the end of 2018. The City has used Future iQ as a way to engage the community on future City plans. There have been meetings, surveys, and committees that have helped in producing the document to be presented. It creates a vision and guiding principles that should be the focus moving forward in the comprehensive plan update process.

Juliana Panetta, from Future iQ, highlighted the community engagement process that has taken place over the past six months and reported the final draft of the City's 2040 Community Vision document will be available on www.Wayzata.org/wayzata2040 in about a week. She provided an overview of Wayzata's 2040 Vision and Guiding Principles.

David Beurle, from Future iQ, commented this is an exhaustive process and it allowed community members to participate in the community engagement process. They did a lot of work with the data that was collected and noted there is a high level of consensus on what people want Wayzata to be, as well as an appetite for change. This process gave them a clear understanding of what people want and to connect it to meaningful ideas for action. It provides a good precursor to the comprehensive plan process. He thanked the Council, City staff, committees, and the community for the opportunity to work with them.

Mayor Pro Tem Tyacke thanked Future iQ for their work, as well as the Advisory Committee, which consisted of himself and Council Member Koch; Graciela Gonzalez and Jeff Buchanan from the Planning Commission; Dan Baasen and Jim McWethy from the Parks and Trails Board; Kim Anderson and Elissa Madson from the Heritage Preservation Board; Tom Shaver and Bob Ambrose from the Housing and Redevelopment Authority; Becky Pierson from the Wayzata Chamber of Commerce; residents Kimberly Tutt Moorse and Patricia Eckland; and, Jeff Dahl, Jeff Thomson, and Mike Kelly from City staff.

Mr. Dahl noted the Advisory Committee will continue to be involved as they move through the comprehensive plan process.

Mrs. McCarthy made a motion, seconded by Mr. Koch to accept the Future iQ Visioning Report for the 2040 Comprehensive Plan Update. There was no further discussion. The motion carried 4/0.

b. Consider Approval of Contract with Civitas for Design Services for Lake Effect Project

City Manager Dahl provided a brief history on the Lake Effect Project. He reported in 2015, the City approved a contract with Civitas as the design firm to produce a schematic design for this project, which was approved in the summer 2016. The City has since been working on funding the Lake Street and Plaza portion of the project and completing the Environmental Assessment Worksheet (EAW). A Lake Effect Conservancy was also established to advocate and raise funds

1 for the remaining portions of the project. Staff recommends moving forward with the proposal
 2 from Civitas that will allow the City to achieve its strategic goal of beginning construction of the
 3 Lake Street/Plaza components of the project and 2019.

4 Scott Jordan, Principal of Civitas, reported the Lake Effect Project needs to be about the
 5 lake, and must be safe and well connected, environmentally sensitive, and for everyone. He
 6 provided information on the design team and noted the scope of work will include the Depot Park
 7 to the Eco-Park, and everything north to Lake Street. The first phase will include a Design
 8 Validation where they will consider efforts at Lake Street Plaza and Depot Park. They will create
 9 construction drawings for the City-funded phase, which goes from the railroad tracks north between
 10 Broadway and Barry Street. They will also consider the design of the lakewalk and determine how
 11 to advance it. The design process has not stopped, they will keep the community involved, and
 12 hope to begin construction in 2019.

13 Mrs. McCarthy inquired if there were a lot of similarities between the community
 14 engagement Civitas had and the report presented by Future iQ.

15 Mr. Jordan responded the Lake Effect Project achieves seven of the eight characteristics
 16 presented by Future iQ and both fit together seamlessly.

17 Mrs. McCarthy inquired if they would consider some of the bold ideas presented by Future
 18 iQ as part of the final design.

19 Mr. Jordan responded as they continue to develop a design over the next several months,
 20 the items proposed by Future iQ will be considered.

21 Mrs. McCarthy requested an explanation on the addendum from Steve McDonald of AEM
 22 and page 151 of the meeting packet.

23 Mr. Dahl responded the memo from AEM is from a workshop in January, and it breaks
 24 down the overall Lake Effect Project budget. Its purpose is to provide a closer look at the City's
 25 costs and how they would be paid for. The design has been incorporated into the City's portion of
 26 the cost which is generally is 10 percent of the construction amount and is budgeted.

27 Mrs. McCarthy referred to page 151 of the meeting packet and inquired where the Total
 28 Fee amount of \$798,000 is represented in the memo provided by AEM.

29 Mr. Dahl responded it is part of the \$4,309,699 public portion which includes the design
 30 and construction of Lake Street and the Urban Park, plus the design development of the areas south
 31 of the railroad tracks.

32 Mayor Pro Tem Tyacke also referred to the memo provided by AEM and inquired about
 33 the sources of the \$469,000 amount listed at the bottom that is attributed to fund transfers.

34 Mr. Dahl responded it will come from excess funds for 2018 and 2019. He believes the
 35 number is conservative and will be met.

36 Mr. Koch inquired if staff had checked references on Civitas' design history.

37 Mr. Dahl responded they have started but will get more feedback before they sign the
 38 contract. This important to do because of the significance of this contract.

39 Mayor Pro Tem Tyacke inquired if the Design Team will be subcontractors of Civitas.

40 Mr. Jordan confirmed this.

41 Mrs. McCarthy made a motion, seconded by Mr. Plechash to approve the contract with
 42 Civitas for Design Services for Lake Effect Project.

43 City Attorney Schelzel noted there will be some minor updates to the contract provided in
 44 the packet.

45 Mayor Pro Tem Tyacke commented there is a strong rationale for using the same firm that
 46 was used for the schematic design and he fully supports it.

47 There was no further discussion. The motion carried 4/0.

48
 49 **c. Consider Approval of Resolution No. 15-2018 Approving a Site Plan Design and**
 50 **Conditional Use Permit Amendment for The Retreat at 1221 Wayzata Boulevard**

1 Director of Planning and Building Thomson reported the applicant, The Retreat, has submitted a
2 development application for the property at 1221 Wayzata Boulevard East. They are proposing to
3 demolish a portion of the existing building and construct a new three-story, 20,000 square foot
4 addition in the same general footprint. They are requesting approval of the design review and an
5 amendment to the conditional use permit to expand the total number of beds from 80 beds to 91
6 beds.

7 Mr. Thomson reported the proposed project meets all the City's zoning requirements and
8 no design deviations are requested. The building is screened and buffered by the woods. There are
9 currently 62 parking stalls on site, which exceeds the 55-stall requirement. There would be five
10 trees removed and only one is considered significant. The applicant proposes to plant 10 new trees
11 on the site and also provided a letter from the Minnesota Land Trust that indicates they have no
12 objections.

13 Mr. Thomson reported after review, the Planning Commission unanimously recommends
14 approval of design review and CUP amendment. They provided positive comments on the design
15 and consistency of architecture and noted the preservation of trees and replacement exceeds City
16 requirements. They also had some discussion regarding the five public parking stalls on the site.

17 Mrs. McCarthy inquired if there was a way to look at expanding the parking and improving
18 the flow of cars without adversely impacting the natural resources.

19 Mr. Thomson reported they do not have any specific parking requirements for this type of
20 facility in the City's ordinance. They used the requirements for a general care facility, which
21 requires one stall for every four beds in the facility. They then added additional parking based on
22 the number of employees. They could consider additional parking areas, but the easement on the
23 property is very restrictive.

24 Mrs. McCarthy suggested they also consider opportunities for offsite parking during
25 events. At times, there are a lot of cars waiting to get into the site. She thanked the applicant for
26 being great neighbors and stewards of the land.

27 Mayor Pro Tem Tyacke stated typically they require the third story to be setback from the
28 second story. He inquired why the proposed design is not considered to have a deviation from this
29 requirement.

30 Mr. Thomson responded those standards apply to a building that fronts on a right of way.
31 This building is not located adjacent to a public street and it does not apply.

32 Mayor Pro Tem Tyacke referred to an outstanding bond issue for the acquisition of the Big
33 Woods and inquired if there were any bond covenants or restrictions that would affect this
34 development.

35 Mr. Schelzel responded he was unsure but does not believe it would restrict this.

36 City Engineer Kelly stated the bond has to do with areas north and south of the construction
37 site and conservation of the two wooded areas.

38 Mr. Dahl noted they would confirm this.

39 Eric Reiners, with Sperides Reiners Architects, commented he has worked with the
40 applicant since 2003 and this replacement is the final improvement in the master plan for The
41 Retreat.

42 Mr. Plechash inquired how they see this project progressing and what they plan to do to
43 protect the trees and vegetation during construction. He also inquired about parking during
44 construction and how long the project will take.

45 Mr. Reiners responded the building that is slated to be demolished can be removed mostly
46 from the south. It will be removed carefully and replaced in the same footprint. The total
47 construction will take up to nine months and there will be some parking spaces taken up during that
48 time. They will orchestrate program timing and construction to accommodate the parking they
49 need for different things going on at the facility. He also confirmed there will be fewer residents
50 during construction and less parking will be needed.

1 Mayor Pro Tem Tyacke inquired if they have received all the consents needed from
2 Minnesota Land Trust.

3 Mr. Reiners responded they just published a final pricing set last week and it will be shared
4 with the land trust to confirm their acceptance of the final plan.

5 Mrs. McCarthy made a motion, seconded by Mr. Plechash to adopt Resolution No. 15-
6 2018 Approving the Design Review and Conditional Use Permit Amendment. There was no further
7 discussion. The motion carried 4/0.

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

10 **a. Upcoming events/Announcements:**

- 11 • State of the City address will take place on March 14, from 11:30 a.m. to 1:00 p.m.
- 12 Members of the Lake Effect Conservancy will also provide an update.
- 13 • Wayzata Boulevard/Superior Boulevard discussion was moved to March 20 meeting.
- 14 Further discussion was needed with Presbyterian Homes regarding acquisition of the right
- 15 of way and the overall payment process.
- 16 • Maple Tapping will take place on March 11 at Shaver Park and the Big Woods.
- 17 • Summer Adventure Class registration is open.

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19 **b. Council Member Updates/Announcements**

20 None.

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

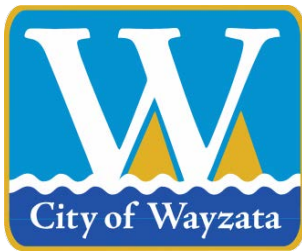
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24 **AGENDA ITEM 11. Adjournment.**

25 Mrs. McCarthy made a motion, seconded by Mr. Koch to adjourn. There being no further business,
26 Mayor Willcox adjourned the meeting at 8:11 p.m.

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28 Respectfully submitted,

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32 Becky Malone
33 City Clerk

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35 Drafted by Shannon Schmidt
36 *TimeSaver Off Site Secretarial, Inc.*



City of Wayzata City Council Agenda Report

MEETING DATE: March 20, 2018	AGENDA ITEM: 7b
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks for February & March 2018	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached check register for February & March 2018.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Check Detail Register –February & March 2018

***Check Detail Register©**

February 2018 to March 2018

			Check Amt	Invoice	Comment
10100 Anchor Bank					
Paid Chk#	108803	3/6/2018	ADVANCE AUTO PARTS		
E 101-43100-210	Operating Supplies (GENERAL)		\$17.89	15077-24886	SUPPLIES
	Total ADVANCE AUTO PARTS		\$17.89		
Paid Chk#	108804	3/6/2018	ADVANTAGE HEALTH CORPORATION		
E 101-41500-306	Personnel Expense		\$400.00	104699	WELLNESS PROGRAM
	Total ADVANTAGE HEALTH CORPORATION		\$400.00		
Paid Chk#	108805	3/6/2018	ARTISAN BEER COMPANY		
E 640-47000-253	Beer For Resale		\$117.00	3243684	BEER RESALE
E 640-47000-253	Beer For Resale		(\$6.66)	412995	BEER RESALE
	Total ARTISAN BEER COMPANY		\$110.34		
Paid Chk#	108806	3/6/2018	ARVIG MEDIA		
E 640-48000-340	Advertising		\$129.00	2-13915	BAR ADVERTISEMENTS
	Total ARVIG MEDIA		\$129.00		
Paid Chk#	108807	3/6/2018	ASSOCIATED BENEFITS AND RISK		
E 640-47000-361	General Liability Ins		\$1,079.00	8896	LIQUOR LIABILITY INCREASE
E 640-48000-361	General Liability Ins		\$2,414.00	8896	LIQUOR LIABILITY INCREASE
	Total ASSOCIATED BENEFITS AND RISK		\$3,493.00		
Paid Chk#	108808	3/6/2018	AT&T		
E 101-41940-321	Telephone		\$137.93	287250008232	SERVICE
	Total AT&T		\$137.93		
Paid Chk#	108809	3/6/2018	AT&T MOBILITY		
E 101-41940-321	Telephone		\$290.42	287250190047	CELL PHONE SERVICE
	Total AT&T MOBILITY		\$290.42		
Paid Chk#	108810	3/6/2018	BAKER, BRIAN		
E 640-48000-499	Miscellaneous		\$180.00	CHILLY OPEN	CHILLY OPEN SECURITY
	Total BAKER, BRIAN		\$180.00		
Paid Chk#	108811	3/6/2018	BANK OF AMERICA		
E 101-42200-212	Motor Fuels		\$64.00		FD FUEL
E 101-42200-240	Small Tools and Minor Equip		\$164.25		FD TOOLS
E 101-42200-499	Miscellaneous		\$78.97		FD MTG.MEALS
	Total BANK OF AMERICA		\$307.22		
Paid Chk#	108812	3/6/2018	BELLBOY BAR SUPPLY CORP.		
E 640-47000-254	Soft Drinks/Mix For Resale		\$26.50	97219900	MISC.MIX
E 640-47000-259	Freight		\$4.40	97219900	FREIGHT
E 640-47000-210	Operating Supplies (GENERAL)		\$58.30	97219900	SUPPLIES
E 640-47000-210	Operating Supplies (GENERAL)		\$48.12	97249700	SUPPLIES
	Total BELLBOY BAR SUPPLY CORP.		\$137.32		
Paid Chk#	108813	3/6/2018	BERNICK'S WINE		
E 640-47000-254	Soft Drinks/Mix For Resale		\$47.20	410585	MISC.BEV
E 640-47000-253	Beer For Resale		\$273.55	410586	BEER
	Total BERNICK'S WINE		\$320.75		
Paid Chk#	108814	3/6/2018	BEST & FLANAGAN		
E 407-40000-304	Legal Fees		\$450.00	469665	CELL TOWER-VERIZON ROW
E 620-40000-304	Legal Fees		\$1,485.00	469689	LAMETTI DISPUTE
	Total BEST & FLANAGAN		\$1,935.00		
Paid Chk#	108815	3/6/2018	BREAKTHRU BEVERAGE		

***Check Detail Register©**

February 2018 to March 2018

			Check Amt	Invoice	Comment
E 640-47000-251	Liquor For Resale		\$3,436.16	1080762680	LIQUOR
E 640-47000-252	Wine For Resale		\$72.00	1080762680	WINE
E 640-47000-259	Freight		\$22.62	1080762680	FREIGHT
E 640-47000-252	Wine For Resale		\$352.00	1080762681	WINE
E 640-47000-259	Freight		\$2.90	1080762681	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$31.46	1080762682	MISC.MIX
E 640-47000-259	Freight		\$1.45	1080762682	FREIGHT
E 640-48000-252	Wine For Resale		\$364.05	1080765882	WINE
Total BREAKTHRU BEVERAGE			\$4,282.64		
Paid Chk# 108816	3/6/2018	BREAKTHRY BEVERAGE BEER			
E 640-47000-253	Beer For Resale		\$748.25	1090824205	BEER
E 640-48000-253	Beer For Resale		\$681.00	1090826718	BEER
Total BREAKTHRY BEVERAGE BEER			\$1,429.25		
Paid Chk# 108817	3/6/2018	CANDLELIGHT FLORAL			
E 101-41500-499	Miscellaneous		\$67.50	015447	TYACKE FLOWERS
Total CANDLELIGHT FLORAL			\$67.50		
Paid Chk# 108818	3/6/2018	CAPITOL BEVERAGE SALES			
E 640-47000-253	Beer For Resale		\$1,598.70	2069466	BEER
E 640-48000-253	Beer For Resale		\$385.00	2072644	BEER
Total CAPITOL BEVERAGE SALES			\$1,983.70		
Paid Chk# 108819	3/6/2018	CINTAS CORPORATION			
E 640-48500-217	Uniforms		\$80.38	4004084832	KITCHEN UNIFORMS
E 640-48500-210	Operating Supplies (GENERAL)		\$30.44	4004084832	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$43.20	4004084832	BAR SUPPLIES
Total CINTAS CORPORATION			\$154.02		
Paid Chk# 108820	3/6/2018	CITY VIEW PLUMBING & HEATING			
E 101-41940-404	Repairs/Maint - Machin/Equip		\$1,140.77	47303	CITY HALL BOILER
E 437-40000-404	Repairs/Maint - Machin/Equip		\$991.29	47328	LIBRARY BOILER
Total CITY VIEW PLUMBING & HEATING			\$2,132.06		
Paid Chk# 108821	3/6/2018	COZZINI BROS., INC.			
E 640-48500-415	Other Equipment Rentals		\$55.91	C4758062	KNIFE EXCHANGE
Total COZZINI BROS., INC.			\$55.91		
Paid Chk# 108822	3/6/2018	DAHLHEIMER DISTRIBUTING CO.			
E 640-47000-253	Beer For Resale		\$1,577.55	1330338	BEER
E 640-48000-253	Beer For Resale		\$629.00	1330339	BEER
Total DAHLHEIMER DISTRIBUTING CO.			\$2,206.55		
Paid Chk# 108823	3/6/2018	DECKER, ERIC			
E 640-48000-499	Miscellaneous		\$110.00	CHILLY OPEN	CHILLY OPEN SECURITY
Total DECKER, ERIC			\$110.00		
Paid Chk# 108824	3/6/2018	DENKO			
E 101-42200-210	Operating Supplies (GENERAL)		\$358.05	621429	SUPPLIES
Total DENKO			\$358.05		
Paid Chk# 108825	3/6/2018	DENNYS 5TH AVENUE BAKERY			
E 640-48500-255	FOODIngredients For Resale		\$142.88	698081	FOOD
Total DENNYS 5TH AVENUE BAKERY			\$142.88		
Paid Chk# 108826	3/6/2018	DIRECTV			
E 640-48000-415	Other Equipment Rentals		\$316.87	33599852655	SERVICE

***Check Detail Register©**

February 2018 to March 2018

			Check Amt	Invoice	Comment
Total DIRECTV			\$316.87		
Paid Chk# 108827	3/6/2018	ECM PUBLISHERS, INC.			
E 640-48000-340	Advertising		\$300.00	574734	BAR AD
E 670-40000-499	Miscellaneous		\$47.00	575758	STORMWATER NOTICE
Total ECM PUBLISHERS, INC.			\$347.00		
Paid Chk# 108828	3/6/2018	ENKI BREWING COMPANY			
E 640-48000-253	Beer For Resale		\$105.00	8660	BEER
Total ENKI BREWING COMPANY			\$105.00		
Paid Chk# 108829	3/6/2018	ESG COMPANY, INC.			
E 101-45200-404	Repairs/Maint - Machin/Equip		\$565.00	042129	AUGER REPAIRS
Total ESG COMPANY, INC.			\$565.00		
Paid Chk# 108830	3/6/2018	FASTENAL			
E 101-45200-222	Repair & Maint - Equip		\$20.52	MNPLY100468	PARTS
E 101-45200-222	Repair & Maint - Equip		\$35.48	MNPLY100545	PARTS
E 101-43100-210	Operating Supplies (GENERAL)		\$60.52	MNPLY93933	PARTS
E 101-43100-210	Operating Supplies (GENERAL)		\$22.06	MNPLY99790	PARTS
Total FASTENAL			\$138.58		
Paid Chk# 108831	3/6/2018	GALLS			
E 101-42100-217	Uniforms		\$365.94	009350479	UNIFORMS
Total GALLS			\$365.94		
Paid Chk# 108832	3/6/2018	H&L MESABI			
E 101-45200-222	Repair & Maint - Equip		\$367.32	00218	PARTS
Total H&L MESABI			\$367.32		
Paid Chk# 108833	3/6/2018	HENN.CNTY.INFO.TECH.DEPT.			
E 101-42200-323	Radio Units		\$1,155.30	1000104139	FD RADIO CONNECTION
Total HENN.CNTY.INFO.TECH.DEPT.			\$1,155.30		
Paid Chk# 108834	3/6/2018	HENNEPIN COUNTY TREASURER			
G 650-20818	Garbage Sales Tax		\$1,482.79	9%REFUSE T	9% REFUSE TAX - FEB.2018
Total HENNEPIN COUNTY TREASURER			\$1,482.79		
Paid Chk# 108835	3/6/2018	HOLIDAY			
E 640-47000-212	Motor Fuels		\$50.39		FUEL
Total HOLIDAY			\$50.39		
Paid Chk# 108836	3/6/2018	HOME DEPOT			
E 101-41940-210	Operating Supplies (GENERAL)		\$377.82		BLDG.MAINT.SUPPLIES
Total HOME DEPOT			\$377.82		
Paid Chk# 108837	3/6/2018	JJ TAYLOR DISTRIBUTING OF MN			
E 640-47000-253	Beer For Resale		\$1,467.03	2802654	BEER
E 640-48000-253	Beer For Resale		\$670.70	2810357	BEER
Total JJ TAYLOR DISTRIBUTING OF MN			\$2,137.73		
Paid Chk# 108838	3/6/2018	JOHNSON BROS.-ST.PAUL			
E 640-47000-252	Wine For Resale		\$428.55	5943271	WINE
E 640-47000-259	Freight		\$6.30	5943271	FREIGHT
E 640-47000-252	Wine For Resale		\$857.00	5944568	WINE
E 640-47000-259	Freight		\$17.64	5944568	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,871.04	5945853	LIQUOR
E 640-47000-259	Freight		\$17.58	5945853	FREIGHT
E 640-47000-252	Wine For Resale		\$449.15	5945854	WINE

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E 640-47000-259	Freight		\$8.82	5945854	FREIGHT
E 640-47000-251	Liquor For Resale		(\$253.26)	667473	LIQUOR
E 640-47000-252	Wine For Resale		(\$42.66)	668229	WINE
Total JOHNSON BROS.-ST.PAUL			\$3,360.16		
Paid Chk#	108839	3/6/2018	KARLSBURGER FOODS, INC.		
E 640-48500-255	FOODIngredients For Resale		\$351.85	000461034	FOOD
Total KARLSBURGER FOODS, INC.			\$351.85		
Paid Chk#	108840	3/6/2018	KASEY ROBINSON		
E 640-49100-560	Furniture and Fixtures		\$631.50	6001	WALL PAINTING
Total KASEY ROBINSON			\$631.50		
Paid Chk#	108841	3/6/2018	KROPP, PATRICK		
E 640-48000-499	Miscellaneous		\$150.00	CHILLY OPEN	CHILLY OPEN SECURITY
Total KROPP, PATRICK			\$150.00		
Paid Chk#	108842	3/6/2018	LONG LAKE TRU VALUE		
E 101-42100-210	Operating Supplies (GENERAL)		\$11.28		SUPPLIES
E 101-42200-210	Operating Supplies (GENERAL)		\$14.07		SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)		\$67.22		SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$2.98		SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)		\$122.69		SUPPLIES
E 610-40000-240	Small Tools and Minor Equip		\$43.28		SUPPLIES
E 620-40000-240	Small Tools and Minor Equip		\$43.28		SUPPLIES
E 101-43100-240	Small Tools and Minor Equip		\$43.29		SUPPLIES
Total LONG LAKE TRU VALUE			\$348.09		
Paid Chk#	108843	3/6/2018	MARGRON SKOGLUND WINE IMPORTS		
E 640-47000-252	Wine For Resale		\$600.00	20022279	WINE
E 640-47000-259	Freight		\$7.50	20022279	FREIGHT
tal MARGRON SKOGLUND WINE IMPORTS			\$607.50		
Paid Chk#	108844	3/6/2018	MEDIACOM		
E 101-41940-321	Telephone		\$47.18		SERVICE
Total MEDIACOM			\$47.18		
Paid Chk#	108845	3/6/2018	MEDIACOM		
E 101-41940-321	Telephone		\$305.90		SERVICE
Total MEDIACOM			\$305.90		
Paid Chk#	108846	3/6/2018	MEDIACOM		
E 610-49100-309	Contractual Services		\$1,620.00		WTP#3 SERVICE
Total MEDIACOM			\$1,620.00		
Paid Chk#	108847	3/6/2018	MMBA		
E 640-47000-433	Dues, Licensing & Seminars		\$100.00	2018-7	ALCOHOL AWARENESS TRAINING
E 640-48000-433	Dues, Licensing & Seminars		\$200.00	2018-7	ALCOHOL AWARENESS TRAINING
Total MMBA			\$300.00		
Paid Chk#	108848	3/6/2018	MN NCPERS LIFE INSURANCE		
G 101-21715	PERA Term Life		\$48.00	3/2018	LIFE INS.
Total MN NCPERS LIFE INSURANCE			\$48.00		
Paid Chk#	108849	3/6/2018	MOBOTREX		
E 101-45203-406	Street lights and Signal Maint		\$120.00	224696	BLVD.LITES
Total MOBOTREX			\$120.00		
Paid Chk#	108850	3/6/2018	MODIST BREWING CO. LLC		

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E 640-47000-253	Beer For Resale	\$165.00	4653		BEER
Total MODIST BREWING CO. LLC		\$165.00			
Paid Chk# 108851	3/6/2018	MOOD MEDIA			
E 640-47000-433	Dues, Licensing & Seminars	\$54.55	53818570		OVERHEAD MUSIC
E 640-48000-433	Dues, Licensing & Seminars	\$54.55	53818570		OVERHEAD MUSIC
Total MOOD MEDIA		\$109.10			
Paid Chk# 108852	3/6/2018	NAPA AUTO PARTS-WATERTOWN			
E 610-40000-224	Repair & Maint - Motor Equip	\$71.95	492829		PARTS
E 620-40000-224	Repair & Maint - Motor Equip	\$71.95	492829		PARTS
E 101-43100-210	Operating Supplies (GENERAL)	\$8.20	492834		PARTS
Total NAPA AUTO PARTS-WATERTOWN		\$152.10			
Paid Chk# 108853	3/6/2018	NORTHWESTERN FRUIT COMPANY			
E 640-48500-255	FOODIngredients For Resale	\$304.45	879382		FOOD
E 640-48500-255	FOODIngredients For Resale	\$182.50	879525		FOOD
E 640-48500-255	FOODIngredients For Resale	\$268.60	879620		FOOD
Total NORTHWESTERN FRUIT COMPANY		\$755.55			
Paid Chk# 108854	3/6/2018	OFFICE DEPOT			
E 630-40000-200	Office Supplies (GENERAL)	\$18.79	107985112001		SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)	\$40.06	107985112001		SUPPLIES
Total OFFICE DEPOT		\$58.85			
Paid Chk# 108855	3/6/2018	PAUSTIS & SONS			
E 640-47000-252	Wine For Resale	\$718.00	1285		WINE RESALE
E 640-47000-259	Freight	\$7.00	1285		FREIGHT
E 640-47000-252	Wine For Resale	(\$97.75)	1607		WINE RESALE
E 640-47000-252	Wine For Resale	\$819.00	2046		WINE
E 640-47000-259	Freight	\$8.75	2046		FREIGHT
Total PAUSTIS & SONS		\$1,455.00			
Paid Chk# 108856	3/6/2018	PETERSON, TODD			
E 101-42100-217	Uniforms	\$282.96	REIMB.		UNIFORMS
Total PETERSON, TODD		\$282.96			
Paid Chk# 108857	3/6/2018	PHILLIPS WINES & SPIRITS			
E 640-47000-251	Liquor For Resale	\$105.88	2312125		LIQUOR
E 640-47000-259	Freight	\$0.42	2312125		FREIGHT
E 640-47000-251	Liquor For Resale	\$359.43	2313026		LIQUOR
E 640-47000-259	Freight	\$3.78	2313026		FREIGHT
E 640-47000-252	Wine For Resale	\$1,024.40	2313027		WINE
E 640-47000-254	Soft Drinks/Mix For Resale	\$87.00	2313027		MISC.MIX
E 640-47000-259	Freight	\$18.90	2313027		FREIGHT
E 640-48000-251	Liquor For Resale	\$422.58	2314560		LIQUOR
E 640-47000-251	Liquor For Resale	(\$269.78)	287194		LIQUOR
Total PHILLIPS WINES & SPIRITS		\$1,752.61			
Paid Chk# 108858	3/6/2018	POPP TELECOM			
E 610-40000-323	Radio Units	\$91.55			SERVICE
E 101-42100-309	Contractual Services	\$33.94			SERVICE
Total POPP TELECOM		\$125.49			
Paid Chk# 108859	3/6/2018	RISVOLD, MICHAEL			
E 101-42100-306	Personnel Expense	\$300.00	REIMB.		EAP SERVICES REIMB.
Total RISVOLD, MICHAEL		\$300.00			
Paid Chk# 108860	3/6/2018	RUE 38			

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E 640-47000-252	Wine For Resale		\$160.00	2804	WINE
E 640-47000-259	Freight		\$1.50	2804	FREIGHT
	Total RUE 38		\$161.50		
Paid Chk# 108861	3/6/2018	SAM S CLUB			
E 101-42200-210	Operating Supplies (GENERAL)		\$133.42		SUPPLIES
	Total SAM S CLUB		\$133.42		
Paid Chk# 108862	3/6/2018	SANDBERG, PAUL			
E 640-48000-499	Miscellaneous		\$130.00	CHILLY OPEN	CHILLY OPEN SECURITY
	Total SANDBERG, PAUL		\$130.00		
Paid Chk# 108863	3/6/2018	SAVAGE TOBACCO			
E 640-47000-256	MISC.MDSE.RESALE		\$134.33	1076	CIGARS
	Total SAVAGE TOBACCO		\$134.33		
Paid Chk# 108864	3/6/2018	SHAMROCK GROUP			
E 640-47000-254	Soft Drinks/Mix For Resale		\$97.34	2212780	ICE
	Total SHAMROCK GROUP		\$97.34		
Paid Chk# 108865	3/6/2018	SMALL LOT MN			
E 640-47000-252	Wine For Resale		\$144.00	19373	WINE
	Total SMALL LOT MN		\$144.00		
Paid Chk# 108866	3/6/2018	SOUTHERN GLAZER'S OF MN			
E 640-47000-252	Wine For Resale		\$1,942.00	1644451	WINE RESALE
E 640-47000-259	Freight		\$12.80	1644451	FREIGHT
E 640-47000-251	Liquor For Resale		\$3,322.35	1651921	LIQUOR
E 640-47000-259	Freight		\$26.81	1651921	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$135.00	1651922	MISC.BEV
E 640-47000-259	Freight		\$6.40	1651922	FREIGHT
E 640-47000-252	Wine For Resale		\$1,121.93	1651923	WINE
E 640-47000-259	Freight		\$18.25	1651923	FREIGHT
	Total SOUTHERN GLAZER'S OF MN		\$6,585.54		
Paid Chk# 108867	3/6/2018	SPRINT			
E 101-42100-323	Radio Units		\$351.30	134573312-19	SERVICE
	Total SPRINT		\$351.30		
Paid Chk# 108868	3/6/2018	STEEL TOE BREWING			
E 640-48000-253	Beer For Resale		\$280.00	20149	BEER
	Total STEEL TOE BREWING		\$280.00		
Paid Chk# 108869	3/6/2018	SUNBURST CHEMICALS, INC.			
E 640-48500-210	Operating Supplies (GENERAL)		\$722.18	0403959	KITCHEN SUPPLIES
	Total SUNBURST CHEMICALS, INC.		\$722.18		
Paid Chk# 108870	3/6/2018	TOLL GAS & WELDING SUPPLY			
E 640-48000-210	Operating Supplies (GENERAL)		\$80.54	10231886	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$45.32	40078417	SUPPLIES
	Total TOLL GAS & WELDING SUPPLY		\$125.86		
Paid Chk# 108871	3/6/2018	TRIMARK			
E 640-48500-210	Operating Supplies (GENERAL)		(\$96.34)	99NG3F	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$48.17	99NGP2	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$401.55	99NGP3	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$54.95	99NGP4	KITCHEN SUPPLIES
	Total TRIMARK		\$408.33		

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Paid Chk#	108872	3/6/2018	TRUE BRANDS		
E 640-47000-254	Soft Drinks/Mix For Resale		\$140.64	314573	MISC MDSE
E 640-47000-210	Operating Supplies (GENERAL)		\$71.19	314573	SUPPLIES
E 640-47000-254	Soft Drinks/Mix For Resale		\$52.70	316998	MISC.MDSE
Total TRUE BRANDS			\$264.53		
Paid Chk#	108873	3/6/2018	TRUSTED EMPLOYEES		
E 640-47000-306	Personnel Expense		\$20.00	0220182035S	BACKGROUND CHECK SERVICES
E 640-48000-306	Personnel Expense		\$42.00	0220182035S	BACKGROUND CHECK SERVICES
Total TRUSTED EMPLOYEES			\$62.00		
Paid Chk#	108874	3/6/2018	ULTRA-CHEM IN.C		
E 640-48500-210	Operating Supplies (GENERAL)		\$327.20	1206863	SUPPLIES
Total ULTRA-CHEM IN.C			\$327.20		
Paid Chk#	108875	3/6/2018	UPS STORE		
E 101-42100-499	Miscellaneous		\$27.07	3175	SHIPPING
Total UPS STORE			\$27.07		
Paid Chk#	108876	3/6/2018	US FOODS		
E 640-48500-255	FOODIngredients For Resale		\$3,830.71	4539290	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$115.89	4539290	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$125.01	4539290	BAR SUPPLIES
E 640-48000-254	Soft Drinks/Mix For Resale		\$90.44	4539290	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$63.52	4539290	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$4,415.83	4584219	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$244.40	4584219	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$151.49	4584219	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$751.78	4584219	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$115.11	4584219	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$62.98	4584221	FOOD
E 640-48500-255	FOODIngredients For Resale		\$16.60	4588020	FOOD
E 640-48500-255	FOODIngredients For Resale		\$4,122.53	4620086	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$50.47	4620086	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$32.24	4620086	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$64.46	4620086	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$247.05	4620086	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$171.49	4620086	LIQUOR
Total US FOODS			\$14,672.00		
Paid Chk#	108877	3/6/2018	VERIZON WIRELESS		
E 101-42100-323	Radio Units		\$200.05	9801552930	SERVICE
Total VERIZON WIRELESS			\$200.05		
Paid Chk#	108878	3/6/2018	VIKING TROPIES, INC.		
E 101-42200-499	Miscellaneous		\$209.20	132620	SUPPLIES
Total VIKING TROPIES, INC.			\$209.20		
Paid Chk#	108879	3/6/2018	VINOCOPIA		
E 640-47000-252	Wine For Resale		\$360.00	0201168	WINE RESALE
E 640-47000-251	Liquor For Resale		\$233.04	0201168	LIQUOR
E 640-47000-259	Freight		\$12.50	0201168	FREIGHT
Total VINOCOPIA			\$605.54		
Paid Chk#	108880	3/6/2018	WINE COMPANY		
E 640-47000-252	Wine For Resale		\$1,999.00	63441	WINE RESALE
E 640-47000-259	Freight		\$18.15	63441	FREIGHT
E 640-47000-252	Wine For Resale		\$480.00	63687	WINE RESALE

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E 640-47000-259	Freight	\$6.30	63687	FREIGHT
Total WINE COMPANY		\$2,503.45		
Paid Chk# 108881	3/6/2018	WINE MERCHANT		
E 640-47000-252	Wine For Resale	(\$12.20)	7170266	WINE
E 640-47000-252	Wine For Resale	\$360.00	7171515	WINE
E 640-47000-259	Freight	\$2.44	7171515	FREIGHT
E 640-47000-252	Wine For Resale	\$280.00	7171540	WINE
E 640-47000-259	Freight	\$1.26	7171540	FREIGHT
E 640-47000-252	Wine For Resale	\$496.00	7171986	WINE
E 640-47000-259	Freight	\$2.44	7171986	FREIGHT
E 640-47000-252	Wine For Resale	\$2,934.54	7172045	WINE
E 640-47000-259	Freight	\$15.55	7172045	FREIGHT
Total WINE MERCHANT		\$4,080.03		
Paid Chk# 108882	3/6/2018	Z WINES USA LLC		
E 640-47000-252	Wine For Resale	\$168.00	19957	WINE RESALE
E 640-47000-259	Freight	\$5.00	19957	FREIGHT
Total Z WINES USA LLC		\$173.00		
Paid Chk# 108883	3/14/2018	A-1 OUTDOOR POWER, INC.		
E 101-45200-240	Small Tools and Minor Equip	\$1,119.75	414126	TOOLS
Total A-1 OUTDOOR POWER, INC.		\$1,119.75		
Paid Chk# 108884	3/14/2018	ABSOLUTE MECHANICAL		
E 101-41940-404	Repairs/Maint - Machin/Equip	\$640.00	9414	QUARTERLY HVAC MAINT.
Total ABSOLUTE MECHANICAL		\$640.00		
Paid Chk# 108885	3/14/2018	ACME TOOLS		
E 101-43100-240	Small Tools and Minor Equip	\$78.00	5565465	TOOLS
Total ACME TOOLS		\$78.00		
Paid Chk# 108886	3/14/2018	AEM FINANCIAL SOLUTIONS		
E 101-41500-301	Auditing and Acct g Services	\$4,817.00	395343	FINANCE DIRECTOR SERVICES
Total AEM FINANCIAL SOLUTIONS		\$4,817.00		
Paid Chk# 108887	3/14/2018	AIRTECH		
E 101-41940-404	Repairs/Maint - Machin/Equip	\$3,503.30	32656	CITY HALL & LIBRARY BOILER REPAIRS
E 437-40000-404	Repairs/Maint - Machin/Equip	\$3,503.29	32656	CITY HALL & LIBRARY BOILER REPAIRS
Total AIRTECH		\$7,006.59		
Paid Chk# 108888	3/14/2018	ALEX AIR APPARATUS, INC.		
E 101-42200-241	Safety equip/testings	\$730.00	35513	AIR QUALITY TEST-FD
Total ALEX AIR APPARATUS, INC.		\$730.00		
Paid Chk# 108889	3/14/2018	ANCOM COMMUNICATIONS, INC.		
E 101-42200-323	Radio Units	\$283.00	76619	FD RADIO PARTS
Total ANCOM COMMUNICATIONS, INC.		\$283.00		
Paid Chk# 108890	3/14/2018	ATLAS BUSINESS SOLUTIONS, INC.		
E 101-42100-309	Contractual Services	\$450.00	277350	PD LICENSES
Total ATLAS BUSINESS SOLUTIONS, INC.		\$450.00		
Paid Chk# 108891	3/14/2018	BABCOCK, MERRILY		
E 101-45200-210	Operating Supplies (GENERAL)	\$162.85	REIMB.	P&T PROGRAM SUPPLIES
Total BABCOCK, MERRILY		\$162.85		
Paid Chk# 108892	3/14/2018	BANYON DATA SYSTEMS		
E 101-41500-433	Dues, Licensing & Seminars	\$485.00	00157091	POS SUPPORT

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Total BANYON DATA SYSTEMS			\$485.00		
Paid Chk# 108893	3/14/2018	BARTON SAND & GRAVEL CO.			
E 610-40000-405	Maint/Replac - System	\$661.22	180228		SAND
Total BARTON SAND & GRAVEL CO.		\$661.22			
Paid Chk# 108894	3/14/2018	BCA TRAINING AND AUDITING			
E 101-42100-434	Training and schools	\$125.00	15426		HAAPOJA & McCARTHY - TRAINING CLASS REGISTRATION
E 101-42100-434	Training and schools	\$375.00	17657		HAAPOJA & McCARTHY - TRAINING CLASS REGISTRATION
Total BCA TRAINING AND AUDITING		\$500.00			
Paid Chk# 108895	3/14/2018	BERKLEY RISK ADMINISTRATORS CO			
E 640-48000-130	Employer Paid Ins	\$216.54	00039249		WORKERS COMP.CLAIM
Total BERKLEY RISK ADMINISTRATORS CO		\$216.54			
Paid Chk# 108896	3/14/2018	BEST & FLANAGAN			
E 101-41500-304	Legal Fees	\$990.00	470043		CITY COUNCIL
E 101-41500-304	Legal Fees	\$45.00	470045		LIQUOR LICENSES
E 407-40000-304	Legal Fees	\$405.00	470046		CELL TOWER
E 101-41500-304	Legal Fees	\$630.00	470047		CITY CONTRACTS
E 233-40000-304	Legal Fees	\$405.00	470049		LAKE EFFECT
E 407-40000-304	Legal Fees	\$675.00	470054		VERIZON ROW
Total BEST & FLANAGAN		\$3,150.00			
Paid Chk# 108897	3/14/2018	BMI			
E 101-41500-433	Dues, Licensing & Seminars	\$342.00	31557652		DUES
Total BMI		\$342.00			
Paid Chk# 108898	3/14/2018	BOYER TRUCK PARTS			
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$100.25	1211635		PARTS
Total BOYER TRUCK PARTS		\$100.25			
Paid Chk# 108899	3/14/2018	BURNS EXCAVATING, INC.			
E 101-43100-415	Other Equipment Rentals	\$603.75	10718		TRUCK RENTAL FOR SNOW REMOVAL
Total BURNS EXCAVATING, INC.		\$603.75			
Paid Chk# 108900	3/14/2018	CASH - ANCHOR BANK			
G 640-10150	ATM	\$9,000.00	ATM FILL		ATM FILL
Total CASH - ANCHOR BANK		\$9,000.00			
Paid Chk# 108901	3/14/2018	CENTERPOINT ENERGY			
E 101-41940-383	Fuel, oil and natural gas	\$4,395.60			SERVICE
E 610-40000-383	Fuel, oil and natural gas	\$217.41			SERVICE
E 640-47000-383	Fuel, oil and natural gas	\$354.64			SERVICE
E 640-48000-383	Fuel, oil and natural gas	\$1,418.57			SERVICE
E 101-41940-383	Fuel, oil and natural gas	\$99.77			SERVICE
E 101-42200-383	Fuel, oil and natural gas	\$1,241.96			SERVICE
Total CENTERPOINT ENERGY		\$7,727.95			
Paid Chk# 108902	3/14/2018	CHET'S SAFETY SALES, INC.			
E 101-43100-241	Safety equip/testings	\$160.00	S16341		R.ANDERSON SAFETY BOOTS
Total CHET'S SAFETY SALES, INC.		\$160.00			
Paid Chk# 108903	3/14/2018	CITY VIEW PLUMBING & HEATING			
E 437-40000-404	Repairs/Maint - Machin/Equip	\$541.86	47404		LIBRARY REPAIRS
Total CITY VIEW PLUMBING & HEATING		\$541.86			

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Paid Chk#	108904	3/14/2018	CLASSEY, KRISTIN		
E 235-40000-331	Mileage & Expense Account	\$50.00	MILEAGE		MILEAGE
Total CLASSEY, KRISTIN		\$50.00			
Paid Chk#	108905	3/14/2018	CLASSIC CLEANING COMPANY		
E 101-41940-409	Maint services & Improv	\$1,428.00	26379		MONTHLY CLEANING
E 101-41940-409	Maint services & Improv	\$486.00	26380		MONTHLY CLEANING
Total CLASSIC CLEANING COMPANY		\$1,914.00			
Paid Chk#	108906	3/14/2018	CORE & MAIN		
E 670-40000-409	Maint services & Improv	(\$371.25)	0390456		STORM SEWER PARTS
E 670-40000-409	Maint services & Improv	\$468.90	I510323		STORM SEWER PARTS
Total CORE & MAIN		\$97.65			
Paid Chk#	108907	3/14/2018	CULLIGAN-BOTTLED WATER		
E 101-41940-499	Miscellaneous	\$124.23	2219752		SUPPLIES
Total CULLIGAN-BOTTLED WATER		\$124.23			
Paid Chk#	108908	3/14/2018	DVS RENEWAL		
E 101-42100-404	Repairs/Maint - Machin/Equip	\$11.00			PD UNMARKED SQUAD TABS
Total DVS RENEWAL		\$11.00			
Paid Chk#	108909	3/14/2018	ECM PUBLISHERS, INC.		
G 802-20363	649 FERNDAL RD - Hemsley	\$58.75	575759		649 FERNDAL ESCROW PROJECT
G 802-20376	532 FERNDAL RD W-SORAN	\$58.75	575760		532 FERNDAL ESCROW PROJECT
Total ECM PUBLISHERS, INC.		\$117.50			
Paid Chk#	108910	3/14/2018	EIBENSTEINER, JIM		
E 610-40000-217	Uniforms	\$31.35	REIMB.		UNIFORMS
E 620-40000-217	Uniforms	\$31.36	REIMB.		UNIFORMS
Total EIBENSTEINER, JIM		\$62.71			
Paid Chk#	108911	3/14/2018	ELAN-CARDMEMBER SERVICES		
E 101-41500-331	Mileage & Expense Account	\$283.32			MEETING MEALS
E 101-43100-404	Repairs/Maint - Machin/Equip	\$7.53			VEHICLE MAINT.
E 101-41100-331	Mileage & Expense Account	\$125.00			CHAMBER LUNCHEON
E 101-41500-331	Mileage & Expense Account	\$75.00			CHAMBER LUNCHEON
E 235-40000-331	Mileage & Expense Account	\$25.00			CHAMBER LUNCHEON
E 101-42200-331	Mileage & Expense Account	\$25.00			CHAMBER LUNCHEON
E 101-42100-331	Mileage & Expense Account	\$25.00			CHAMBER LUNCHEON
E 630-40000-331	Mileage & Expense Account	\$25.00			CHAMBER LUNCHEON
E 610-40000-331	Mileage & Expense Account	\$25.00			CHAMBER LUNCHEON
E 620-40000-331	Mileage & Expense Account	\$25.00			CHAMBER LUNCHEON
E 101-41910-331	Mileage & Expense Account	\$25.00			CHAMBER LUNCHEON
E 101-41500-499	Miscellaneous	\$110.50			FUNERAL FLOWERS
E 235-40000-433	Dues, Licensing & Seminars	\$85.00			WCTV DUES
E 101-41500-306	Personnel Expense	\$159.80			WELLNESS PROGRAM
E 101-45200-433	Dues, Licensing & Seminars	\$630.00			PARKS TRAINING/SEMINAR
E 640-47000-497	Credit Card Fees	\$127.11			STORE CC PROCESSING
E 101-41910-433	Dues, Licensing & Seminars	\$294.00			PLANNING CONF.
E 630-40000-433	Dues, Licensing & Seminars	\$29.95			MV DUES
E 630-40000-331	Mileage & Expense Account	\$54.00			MV MTG.MEALS
E 101-41500-306	Personnel Expense	\$42.94			EMP.RECOG.
E 101-41940-210	Operating Supplies (GENERAL)	\$12.68			BLDG.SUPPLIES
E 101-41500-311	Data Processing	\$20.00			WEBSITE SOFTWARE UPGRADE
E 640-48000-433	Dues, Licensing & Seminars	\$50.00			BAR GFT.CARD SOFTWARE
E 640-48000-340	Advertising	\$599.00			BAR ADVERTISING
E 640-48000-210	Operating Supplies (GENERAL)	\$33.16			BAR SUPPLIES

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Total	ELAN-CARDMEMBER SERVICES		\$2,913.99		
Paid Chk#	108912	3/14/2018	FASTENAL		
E 101-45200-221	Equipment Parts		\$11.24	MNPLY100793	PARTS
	Total FASTENAL		\$11.24		
Paid Chk#	108913	3/14/2018	FSSOLUTIONS		
E 101-41500-306	Personnel Expense		\$97.95	FL00204571	DRUG & ALCOHOL TESTING - NEW EMPLOYEE
	Total FSSOLUTIONS		\$97.95		
Paid Chk#	108914	3/14/2018	GRAINGER, INC.		
E 610-40000-242	Well & F.P. Equipment		\$27.63	9707418795	PARTS
E 101-41940-210	Operating Supplies (GENERAL)		\$20.78	9714190221	PARTS
E 101-45200-210	Operating Supplies (GENERAL)		\$51.00	9714190239	PARTS
E 610-40000-242	Well & F.P. Equipment		\$144.03	9714911972	PARTS
E 101-45200-221	Equipment Parts		\$14.35	9719417454	PARTS
	Total GRAINGER, INC.		\$257.79		
Paid Chk#	108915	3/14/2018	HENN. CNTY. FIRE CHIEFS ASSN.		
E 101-42200-433	Dues, Licensing & Seminars		\$100.00	2018 DUES	FD 2018 DUES
	Total HENN. CNTY. FIRE CHIEFS ASSN.		\$100.00		
Paid Chk#	108916	3/14/2018	HENN.CNTY.ACCTG.SERVICES		
E 101-42120-308	Prisoner Care		\$261.00	1000108043	PRISONER PROCESSING
	Total HENN.CNTY.ACCTG.SERVICES		\$261.00		
Paid Chk#	108917	3/14/2018	HENN.CNTY.INFO.TECH.DEPT.		
E 101-42100-323	Radio Units		\$1,021.56	1000108122	RADIO CONNECTION
E 101-43100-323	Radio Units		\$175.00	1000108178	RADIO CONNECTION
E 101-45200-323	Radio Units		\$175.00	1000108178	RADIO CONNECTION
E 610-40000-323	Radio Units		\$118.77	1000108178	RADIO CONNECTION
E 620-40000-323	Radio Units		\$118.77	1000108178	RADIO CONNECTION
	Total HENN.CNTY.INFO.TECH.DEPT.		\$1,609.10		
Paid Chk#	108918	3/14/2018	HENNEPIN COUNTY		
E 101-41500-433	Dues, Licensing & Seminars		\$20.00	NOTARY-KRIS	NOTARY REGISTRATION-LORI KRISMER
	Total HENNEPIN COUNTY		\$20.00		
Paid Chk#	108919	3/14/2018	HOLIDAY		
E 101-42100-212	Motor Fuels		\$48.38		PD FUEL
	Total HOLIDAY		\$48.38		
Paid Chk#	108920	3/14/2018	INTEGRATED FIRE & SECURITY		
E 437-40000-404	Repairs/Maint - Machin/Equip		\$3,431.50	FIRE PANEL 5	LIBRARY FIRE PANEL REPLACEMENT DOWNPAYMENT
	Total INTEGRATED FIRE & SECURITY		\$3,431.50		
Paid Chk#	108921	3/14/2018	J.H. LARSON COMPANY		
E 101-41940-210	Operating Supplies (GENERAL)		\$51.48	S101686054.0	BLDG.MAINT.SUPPLIES
	Total J.H. LARSON COMPANY		\$51.48		
Paid Chk#	108922	3/14/2018	JC HEAVY TRUCK SERVICE, INC.		
E 101-43100-404	Repairs/Maint - Machin/Equip		\$591.18	2401	DUMP TRUCK REPAIRS
	Total JC HEAVY TRUCK SERVICE, INC.		\$591.18		
Paid Chk#	108923	3/14/2018	JONES, REBECCA		
E 620-40000-499	Miscellaneous		\$29.98	REIMB.	SUPPLIES
	Total JONES, REBECCA		\$29.98		

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Paid Chk#	108924	3/14/2018	KAGE INNOVATION, LLC		
E 101-45200-222	Repair & Maint - Equip		\$166.24	10380	PARTS
	Total KAGE INNOVATION, LLC		\$166.24		
Paid Chk#	108925	3/14/2018	KILLMER ELECTRIC CO.,INC.		
E 101-45203-406	Street lights and Signal Maint		\$204.56	86904	SIGNAL LIGHTS REPAIRED
	Total KILLMER ELECTRIC CO.,INC.		\$204.56		
Paid Chk#	108926	3/14/2018	KIRVIDA FIRE, INC.		
E 101-42200-404	Repairs/Maint - Machin/Equip		\$322.98	6876	FD PUMPER REPAIR
	Total KIRVIDA FIRE, INC.		\$322.98		
Paid Chk#	108927	3/14/2018	LANO EQUIPMENT, INC.		
E 101-45200-222	Repair & Maint - Equip		\$146.29	03-545663	PARTS
	Total LANO EQUIPMENT, INC.		\$146.29		
Paid Chk#	108928	3/14/2018	LEAGUE OF MN.CITIES		
E 670-40000-499	Miscellaneous		\$515.00	269342	STORMWATER COALITION
	Total LEAGUE OF MN.CITIES		\$515.00		
Paid Chk#	108929	3/14/2018	LEE, DAN		
E 101-41500-306	Personnel Expense		\$58.00	WELLNESS R	WELLNESS MTG.SUPPLIES - REISSUE DUE TO LOST CHECK
	Total LEE, DAN		\$58.00		
Paid Chk#	108930	3/14/2018	LOFFLER COMPANIES, INC.		
E 101-41500-311	Data Processing		\$4,905.00	2755563	NETWORK SUPPORT
E 101-41940-404	Repairs/Maint - Machin/Equip		\$412.50	CW77298	PD SECURITY CAMERA REPAIRS
	Total LOFFLER COMPANIES, INC.		\$5,317.50		
Paid Chk#	108931	3/14/2018	MACQUEEN EQUIPMENT, INC.		
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$220.25	P11024	SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$13.47	P11197	SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$48.79	P11237	SUPPLIES
	Total MACQUEEN EQUIPMENT, INC.		\$282.51		
Paid Chk#	108932	3/14/2018	MANSFIELD OIL COMPANY		
E 101-49200-212	Motor Fuels		\$720.39	20631329	FUEL
E 101-49200-212	Motor Fuels		\$828.84	20631330	FUEL
E 101-49200-212	Motor Fuels		\$1,417.36	20639977	FUEL
E 101-49200-212	Motor Fuels		\$1,675.54	20648941	FUEL
E 101-49200-212	Motor Fuels		\$1,377.62	20649014	FUEL
	Total MANSFIELD OIL COMPANY		\$6,019.75		
Paid Chk#	108933	3/14/2018	MARCO		
E 101-43100-433	Dues, Licensing & Seminars		\$147.53	497651	COPIER CONTRACTS
E 101-45200-433	Dues, Licensing & Seminars		\$147.53	497651	COPIER CONTRACTS
E 620-40000-433	Dues, Licensing & Seminars		\$147.53	4997651	COPIER CONTRACTS
E 610-40000-433	Dues, Licensing & Seminars		\$147.53	INV4997651	COPIER CONTRACTS
E 101-41500-433	Dues, Licensing & Seminars		\$2,816.54	INV5027825	COPIER CONTRACTS
E 101-41500-433	Dues, Licensing & Seminars		\$148.34	INV5029379	COPIER CONTRACTS
	Total MARCO		\$3,555.00		
Paid Chk#	108934	3/14/2018	MED COMPASS		
E 101-42200-306	Personnel Expense		\$270.00	33047	FD TESTS
	Total MED COMPASS		\$270.00		
Paid Chk#	108935	3/14/2018	MEDIACOM		
E 101-41940-321	Telephone		\$335.90		SERVICE

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Total MEDIACOM			\$335.90		
Paid Chk#	108936	3/14/2018	METERING & TECHNOLOGY SOLUTION		
G 610-14100	Inventory of Material/Supply		\$2,607.18	11031	WATER METER
G 620-14100	Inventory of Material/Supply		\$2,607.19	11031	WATER METER
G 610-14100	Inventory of Material/Supply		\$875.45	11048	WATER METER
G 620-14100	Inventory of Material/Supply		\$875.44	11048	WATER METER
tal METERING & TECHNOLOGY SOLUTION			\$6,965.26		
Paid Chk#	108937	3/14/2018	METRO ELEVATOR, INC.		
E 101-41940-404	Repairs/Maint - Machin/Equip		\$320.00	57308	MAINT.
Total METRO ELEVATOR, INC.			\$320.00		
Paid Chk#	108938	3/14/2018	METRO WEST INSPECTION SERVICES		
E 101-42400-309	Contractual Services		\$7,861.25	1414	INSPECTION SERVICES
otal METRO WEST INSPECTION SERVICES			\$7,861.25		
Paid Chk#	108939	3/14/2018	METROPOLITAN COUNCIL		
E 620-40000-386	Other Utilities		\$44,281.89	0001078754	SEWER SERVICE
Total METROPOLITAN COUNCIL			\$44,281.89		
Paid Chk#	108940	3/14/2018	METROPOLITAN COUNCIL		
G 101-20831	MWCC (SAC)		\$2,485.00	FEB.2018 SAC	FEB.2018 SAC FEES
R 101-00000-34190	Charges for Services/Gen Gov		(\$24.85)	FEB.2018 SAC	FEB.2018 SAC FEES
Total METROPOLITAN COUNCIL			\$2,460.15		
Paid Chk#	108941	3/14/2018	MINNESOTA EQUIPMENT		
E 101-45200-222	Repair & Maint - Equip		\$43.90	P65189	PARTS
E 101-45200-222	Repair & Maint - Equip		\$24.22	P65378	PARTS
E 101-45200-222	Repair & Maint - Equip		\$292.19	P65554	PARTS
Total MINNESOTA EQUIPMENT			\$360.31		
Paid Chk#	108942	3/14/2018	MN ASSOC.OF GOV'T COMMUNICATOR		
E 235-40000-433	Dues, Licensing & Seminars		\$300.00	28	REGISTRATION
tal MN ASSOC.OF GOV'T COMMUNICATOR			\$300.00		
Paid Chk#	108943	3/14/2018	MN DEPARTMENT OF HEALTH		
E 610-40000-309	Contractual Services		\$2,266.75	1ST QTR.2018	WATER CONNECTION FEE
Total MN DEPARTMENT OF HEALTH			\$2,266.75		
Paid Chk#	108944	3/14/2018	MN PETROLEUM SERVICE		
E 101-41940-404	Repairs/Maint - Machin/Equip		\$333.63	0000036039	GAS BOY PUMP REPAIR
Total MN PETROLEUM SERVICE			\$333.63		
Paid Chk#	108945	3/14/2018	MUNICI-PALS		
E 101-41500-433	Dues, Licensing & Seminars		\$25.00	2018 DUES	2018 DUES
Total MUNICI-PALS			\$25.00		
Paid Chk#	108946	3/14/2018	NAPA AUTO PARTS-LONG LAKE		
E 101-42100-404	Repairs/Maint - Machin/Equip		\$8.74	3270-394144	PARTS
Total NAPA AUTO PARTS-LONG LAKE			\$8.74		
Paid Chk#	108947	3/14/2018	NAPA AUTO PARTS-WATERTOWN		
E 101-42400-404	Repairs/Maint - Machin/Equip		\$38.07	493804	PARTS
E 610-40000-224	Repair & Maint - Motor Equip		\$48.17	494012	PARTS
E 620-40000-225	Repair & Maint - System		\$48.17	494012	PARTS
Total NAPA AUTO PARTS-WATERTOWN			\$134.41		
Paid Chk#	108948	3/14/2018	NORTH MEMORIAL OCCUPATIONAL		

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E 101-41500-306	Personnel Expense		\$98.00	00037270-00	NEW EMPLOYEE PHYSICAL
Total NORTH MEMORIAL OCCUPATIONAL			\$98.00		
Paid Chk# 108949	3/14/2018	NORTHERN TOOL & EQUIPMENT			
E 101-45200-210	Operating Supplies (GENERAL)		\$27.97	4061089118	SUPPLIES
Total NORTHERN TOOL & EQUIPMENT			\$27.97		
Paid Chk# 108950	3/14/2018	OFFICE OF THE SECRETARY			
E 101-41500-433	Dues, Licensing & Seminars		\$120.00	NOTARY-KRIS	NOTARY APPLICATION-KRISMER
Total OFFICE OF THE SECRETARY			\$120.00		
Paid Chk# 108951	3/14/2018	OPG-3, INC.			
E 409-40000-499	Miscellaneous		\$2,734.00	2439	LASERFICHE UPGRADE
Total OPG-3, INC.			\$2,734.00		
Paid Chk# 108952	3/14/2018	PERFORMANCE PETROLEUM			
E 101-49200-212	Motor Fuels		\$1,192.00	133108	FUEL
Total PERFORMANCE PETROLEUM			\$1,192.00		
Paid Chk# 108953	3/14/2018	PIRTEK			
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$64.74	S2657666.001	SUPPLIES
Total PIRTEK			\$64.74		
Paid Chk# 108954	3/14/2018	PURCHASE POWER			
E 101-49200-322	Postage		\$365.46	1006640605-0	POSTAGE METER SUPPLIES
Total PURCHASE POWER			\$365.46		
Paid Chk# 108955	3/14/2018	RADERMACHER, KURT			
E 610-40000-331	Mileage & Expense Account		\$173.31	REIMB.	MILEAGE
Total RADERMACHER, KURT			\$173.31		
Paid Chk# 108956	3/14/2018	RIGID HITCH INC.			
E 101-43100-210	Operating Supplies (GENERAL)		\$32.11	1927960196	SUPPLIES
Total RIGID HITCH INC.			\$32.11		
Paid Chk# 108957	3/14/2018	RISVOLD, MICHAEL			
E 101-42100-331	Mileage & Expense Account		\$109.50	REIMB.	MTG.MEALS
Total RISVOLD, MICHAEL			\$109.50		
Paid Chk# 108958	3/14/2018	ROISELAND, KARL			
E 101-45200-241	Safety equip/testings		\$152.24	REIMB.	SAFETY BOOTS
Total ROISELAND, KARL			\$152.24		
Paid Chk# 108959	3/14/2018	RUEHL + ASSOCIATES, LLC			
E 101-41500-302	Consultants		\$1,081.82	17-10-2	LOST CK - REISSUE
Total RUEHL + ASSOCIATES, LLC			\$1,081.82		
Paid Chk# 108960	3/14/2018	SAFETY VEHICLE SOLUTIONS			
E 101-42200-404	Repairs/Maint - Machin/Equip		\$1,843.39	1753	FD REPAIRS
Total SAFETY VEHICLE SOLUTIONS			\$1,843.39		
Paid Chk# 108961	3/14/2018	SCHANKE, SUZIE			
E 101-42200-409	Maint services & Improv		\$145.00	FEB.2018	MONTHLY FD CLEANING
Total SCHANKE, SUZIE			\$145.00		
Paid Chk# 108962	3/14/2018	SIOUX SALES COMPANY			
E 409-42100-540	Equipment		\$875.00	185561	PD RIFLE
Total SIOUX SALES COMPANY			\$875.00		
Paid Chk# 108963	3/14/2018	SPRINT			

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E 101-42200-323	Radio Units		\$285.19	523093316-19	FD SERVICE
Total SPRINT			\$285.19		
Paid Chk# 108964	3/14/2018	STANTEC CONSULTING SERVICES			
E 620-49100-302	Consultants		\$4,302.75	1324258	WELL #4 REHAB
Total STANTEC CONSULTING SERVICES			\$4,302.75		
Paid Chk# 108965	3/14/2018	STAR TRIBUNE			
E 101-41500-433	Dues, Licensing & Seminars		\$84.50	10690344	SUBSCRIPTION RENEWAL
Total STAR TRIBUNE			\$84.50		
Paid Chk# 108966	3/14/2018	STEPP MANUFACTURING CO., INC.			
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$42.00	53405	PARTS
E 101-43100-404	Repairs/Maint - Machin/Equip		\$2,731.31	53406	TRAILER REPAIRS
Total STEPP MANUFACTURING CO., INC.			\$2,773.31		
Paid Chk# 108967	3/14/2018	STREICHER S			
E 101-42100-210	Operating Supplies (GENERAL)		(\$9.99)	CM278769	PD SUPPLIES
E 101-42100-217	Uniforms		\$164.97	I1302752	PD SUPPLIES
E 101-42100-210	Operating Supplies (GENERAL)		\$39.98	I1302772	PD SUPPLIES
E 101-42100-210	Operating Supplies (GENERAL)		\$6.99	I1302776	PD SUPPLIES
E 101-42100-210	Operating Supplies (GENERAL)		\$161.96	I1303896	PD SUPPLIES
Total STREICHER S			\$363.91		
Paid Chk# 108968	3/14/2018	TIME SAVER			
E 101-41100-302	Consultants		\$280.00	M23614	MTG.MINUTES
Total TIME SAVER			\$280.00		
Paid Chk# 108969	3/14/2018	TITAN MACHINERY			
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$51.94	10491901	PARTS
Total TITAN MACHINERY			\$51.94		
Paid Chk# 108970	3/14/2018	TOWMASTER, INC.			
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$197.87	401291	PARTS
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$334.02	722/78	PARTS
Total TOWMASTER, INC.			\$531.89		
Paid Chk# 108971	3/14/2018	TRI-CITY			
E 610-40000-309	Contractual Services		\$63.00	1800036	WATER ANALYSIS
Total TRI-CITY			\$63.00		
Paid Chk# 108972	3/14/2018	TROPHIES BY LINDA			
E 101-41500-306	Personnel Expense		\$327.94	42674	EMPL.RECOGNITION
Total TROPHIES BY LINDA			\$327.94		
Paid Chk# 108973	3/14/2018	TWIST OFFICE PRODUCTS			
E 101-42100-200	Office Supplies (GENERAL)		\$128.13	822124-0	PD SUPPLIES
Total TWIST OFFICE PRODUCTS			\$128.13		
Paid Chk# 108974	3/14/2018	VERIZON WIRELESS			
E 101-42200-323	Radio Units		\$12.78	9802027976	FD SERVICE
Total VERIZON WIRELESS			\$12.78		
Paid Chk# 108975	3/14/2018	VISUAL COMMUNICATIONS			
E 401-40000-540	Equipment		\$1,800.00	11662	DIRECTORY KIOSK
Total VISUAL COMMUNICATIONS			\$1,800.00		
Paid Chk# 108976	3/14/2018	VOLUNTEER FIREFIGHTERS			
E 101-42200-433	Dues, Licensing & Seminars		\$147.00	WAYZATA	FD DUES

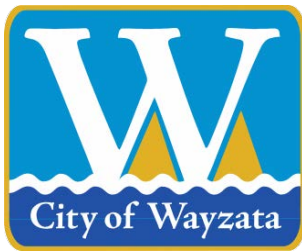
***Check Detail Register©**

February 2018 to March 2018

			Check Amt	Invoice	Comment
Total VOLUNTEER FIREFIGHTERS			\$147.00		
Paid Chk#	108977	3/14/2018	WAYZATA BAY TOWNHOMES ASSN		
E 670-40000-409	Maint services & Improv		\$749.00	POND MAINT.	LOST CK - REISSUE
Total WAYZATA BAY TOWNHOMES ASSN			\$749.00		
Paid Chk#	108978	3/14/2018	WAYZATA FIRE RELIEF ASSOC.		
E 640-47000-340	Advertising		\$250.00	2018	STORE ADVERTISEMENT
Total WAYZATA FIRE RELIEF ASSOC.			\$250.00		
Paid Chk#	108979	3/14/2018	WSB & ASSOCIATES		
E 670-40000-303	Engineering Fees		\$18,119.50	0-001204-380-	PONDS
E 430-40000-302	Consultants		\$2,081.00	0-001204-530-	STREET IMPROVEMENTS
E 430-40000-303	Engineering Fees		\$14,495.50	R-010640-000-	WAYZ.BLVD/SUPERIOR REALIGNMENT
Total WSB & ASSOCIATES			\$34,696.00		
Paid Chk#	108980	3/14/2018	XCEL ENERGY		
E 101-45203-381	Electric Utilities		\$5,342.98		SERVICE
E 101-41940-381	Electric Utilities		\$6,373.06		SERVICE
E 101-42200-381	Electric Utilities		\$259.12		SERVICE
E 610-40000-381	Electric Utilities		\$5,026.37		SERVICE
E 640-47000-381	Electric Utilities		\$1,418.39		SERVICE
E 640-48000-381	Electric Utilities		\$3,309.58		SERVICE
E 620-40000-381	Electric Utilities		\$604.47		SERVICE
E 101-41940-381	Electric Utilities		\$25.43		SERVICE
Total XCEL ENERGY			\$22,359.40		
10100 Anchor Bank			\$284,544.72		

Fund Summary

10100 Anchor Bank	
101 GENERAL FUND	\$85,847.24
233 LAKFRONT IMPROVE	\$405.00
235 CABLE TV	\$460.00
401 PERM IMPROVEMENT	\$1,800.00
407 CELL TOWER	\$1,530.00
409 EQUIP REVOLVING	\$3,609.00
430 STREET CIP	\$16,576.50
437 LIBRARY/COMM.ROOM CIP	\$8,467.94
610 WATER FUND	\$14,382.64
620 SEWER FUND	\$54,672.78
630 MOTOR VEHICLE	\$127.74
640 LIQUOR	\$75,537.44
650 SOLID WASTE	\$1,482.79
670 STORMWATER	\$19,528.15
802 ESCROW PROJECTS	\$117.50
	\$284,544.72



City of Wayzata City Council Agenda Report

MEETING DATE: March 20, 2018	AGENDA ITEM: 7c
TITLE: Approval of Municipal Licenses	
PROPOSED MOTION: To Approve the Municipal Licenses as Attached	
PREPARED BY: Lori Krismer, Administrative Assistant	
REVIEWED BY: Becky Malone, City Clerk	

ACTION REQUESTED:

Staff recommends approval of the Municipal Licenses.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

In addition to the usual licenses, Steven Brown, from The Window Store Home Improvements, Inc., submitted an application for a door-to-door Solicitors License within the city limits of Wayzata. The Wayzata Police Department conducted a background check and have recommended issuance of the Solicitors License. Wayzata City Code Section 520.03(b) stipulates that all such applications require City Council approval.

Staff recommends approval of a Solicitors License for Steven Brown with The Window Store Home Improvements, Inc.

ATTACHMENTS:

1. List of Municipal Licenses for City Council Approval and Municipal Licenses Which Received Administrative Approval (informational only).

03/20/2018

LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

2018 Peddlers, Solicitors, Transient Merchants License	
Steven Brown - The Window Store Home Improvements, Inc.	St. Anthony, MN

**THE FOLLOWING MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY**

2018 Gas Fitter's License	
Cities Companies Inc	Delano, MN
SR Heating LLC	Delano, MN
2018 Tree Removal and Treatment License	
Meridian Tree Inc	New Hope, MN
2018 Special Event Food Stand License for Tacos & Tunes in front of Baja Haus on 5/5/2018	
Baja Haus	Wayzata, MN



City of Wayzata City Council Agenda Report

MEETING DATE: March 20, 2018	AGENDA ITEM: 7d
TITLE: Police Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Nichole Fernandez, Administrative Records Specialist	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

The attached February 2018 Police Activity Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. February 2018 Police Activity Report

**WAYZATA POLICE DEPARTMENT
ACTIVITY REPORT – FEBRUARY, 2018**

Forgery

Reported: 02-28-2018 1529

Male party attempted to offer a forged check. This case is under investigation.

Addresses Involved

100 block of Central Ave N, Wayzata, MN 55391

Juvenile Tobacco

Reported: 02-28-2018 1415

Officer mediated a dispute regarding a juvenile purchasing a vape device. All parties were advised.

Addresses Involved

300 block of Russell Lane, Long Lake, MN 55356

Disturbance

Reported: 02-27-2018 1902

Report of a noise disturbance. Officer made contact with resident and advised them of the complaint.

Addresses Involved

200 block of Lakeview Ave, Long Lake, MN 55356

Fraud

Reported: 02-26-2018 1633

Report of a computer scam. No loss occurred.

Addresses Involved

500 block of Holly Circle, Wayzata, MN 55391

Financial Transaction Card Fraud

Reported: 02-26-2018 0828

Report of a fraudulent transaction with a debit card. Loss \$58

Addresses Involved

50 block of Creekside Dr, Long Lake, MN 55356

Theft

Reported: 02-26-2018

Report of a theft. This case is under investigation. Loss \$200

Addresses Involved

100 block of Bushaway Rd, Wayzata, MN 55391

Disturbance

Reported: 02-25-2018 1812

Report of a noise disturbance. Residents advised to keep the noise down.

Addresses Involved

200 block of Lakeview Ave, Long Lake, MN 55356

Theft

Reported: 02-25-2018 1339

Report of a theft of service. Customer returned to the business and paid their bill.
No loss occurred.

Addresses Involved

500 block of Willow Dr, Long Lake, MN 55356

Damage to Property - Criminal

Reported: 02-24-2018 0912

Report of damage to property. Loss \$1000

Addresses Involved

1800 block of Wayzata Blvd W, Long Lake, MN 55356

Domestic **Reported: 02-22-2018 1718**

Report of a verbal domestic. Parties advised and agreed to get along.

Addresses Involved

100 block of Peavey Lane, Wayzata, MN 55391

Warrant **Reported: 02-22-2018 0925**

34 year old male from Minnetonka arrested on an outstanding warrant.

Driver cited for driving after revocation.

Addresses Involved

Bushaway Rd & Wayzata Blvd E, Wayzata, MN 55391

Names Involved

(Arrested) Mead, Daniel K (Age: 34)

Domestic **Reported: 02-20-2018 1921**

Report of a verbal domestic. Parties were separated for the night.

Addresses Involved

100 block of Peavey Lane, Wayzata, MN 55391

Domestic **Reported: 02-20-2018 1644**

Report of a verbal domestic. Parties agreed to stay away from each other for the night.

Addresses Involved

100 block of Peavey Lane, Wayzata, MN 55391

Disturbance **Reported: 02-20-2018 1238**

Report of a protester. Officer spoke with the person and he agreed to leave.

Addresses Involved

600 block of Lake St E , Wayzata, MN 55391

Domestic **Reported: 02-19-2018 1318**

Report of a verbal domestic. Parties agreed to separate.

Addresses Involved

500 block of Maple Square, Wayzata, MN 55391

DWI **Reported: 02-18-2018 2348**

29 year old male from Richfield arrested for driving while under the influence of alcohol. Refused to test.

Addresses Involved

200 block of Wayzata Blvd E, Wayzata, MN 55391

Names Involved

(Arrested) Oconnor, Bradley Charles (Age: 29)

Domestic Assault **Reported: 02-18-2018 0229**

Report of a domestic. One transported to hospital on a hold. Charges pending.

Addresses Involved

100 block of Circle A Dr, Wayzata, MN 55391

Animal **Reported: 02-17-2018 0946**

Report of a dog biting another dog.

Addresses Involved

20 block of Westwood Dr, Long Lake, MN 55356

Theft**Reported: 02-16-2018 1321**

Report of a theft. Loss \$2530

Addresses Involved200 block of Gleason Lake Rd, Wayzata, MN 55391

Traffic Offense**Reported: 02-14-2018 1658**

29 year old male from Edina arrested on an outstanding warrant and other traffic offenses.

Addresses Involved

200 block of Central Ave N, Wayzata, MN 55391

Names Involved(Arrested) Ostman, Daniel Jameel Karan (Age: 29)

Theft**Reported: 02-14-2018 1305**

Report of a theft. Loss \$800

Addresses Involved500 block of Brimhall Ave, Long Lake, MN 55356

Financial Transaction Card Fraud**Reported: 02-13-2018 1110**

Report of fraudulent use of a credit card. Loss \$300

Addresses Involved

2300 block of Wayzata Blvd W, Long Lake, MN 55356

Names Involved(Reported By) Bauman, Mahlon Margaret

DWI**Reported: 02-10-2018 2149**

52 year old male from Wayzata arrested for driving under the influence of alcohol. Tested .22

Addresses Involved

Wayzata Blvd E & Minnetonka Ave N, Wayzata, MN 55391

Names Involved(Arrested) Kalkbrenner, Kirk Patrick (Age: 52)

Controlled Substance**Reported: 02-09-2018 2213**

One cited for small amount of marijuana in a motor vehicle and possession of drug paraphernalia.

Addresses Involved100 block of Gleason Lake Rd, Wayzata, MN 55391

Domestic Assault**Reported: 02-09-2018 1327**

Report of a domestic. Charges declined.

Addresses Involved500 block of Maple Square, Wayzata, MN 55391

Fraud**Reported: 02-07-2018 2123**

Report of a scam through email. No loss reported.

Addresses Involved200 block of Lake St E, Wayzata, MN 55391

Theft**Reported: 02-07-2018 0942**

Report of theft by swindle. Loss \$595

Addresses Involved100 block of Huntington Ave S, Wayzata, MN 55391

Theft **Reported: 02-06-2018 1304**

Report of a theft. Loss of \$2150.

Addresses Involved

1100 block of Wayzata Blvd E, Wayzata, MN 55391

Fraud **Reported: 02-05-2018 1152**

Fraud attempt through email. No loss reported.

Addresses Involved

100 block of Hunters Glen Rd, Wayzata, MN 55391

DWI **Reported: 02-04-2018 2001**

26 year old male from Washington was arrested for driving under the influence.

Charges pending test results.

Addresses Involved

Co Rd 15 & Peavey Lane, Wayzata, MN 55391

Names Involved

(Arrested) Johnson, Jeffrey Thomas (Age: 26)

Theft **Reported: 02-04-2018 1311**

Gas no pay. Loss \$40

Addresses Involved

1400 block of Wayzata Blvd E, Wayzata, MN 55391

DWI **Reported: 02-03-2018 0121**

21 year old male from Minneapolis arrested for driving under the influence. Tested .15

Addresses Involved

Hwy 12 & Gleason Lake Rd, Wayzata, MN 55391

Names Involved

(Arrested) Thao, Ger (Age: 21)

Theft **Reported: 02-02-2018 1545**

Report of a theft. Loss \$2500

Addresses Involved

500 block of Brimhall Ave, Long Lake, MN 55356

Theft **Reported: 02-01-2018 1458**

Report of a theft. Loss \$655.41

Addresses Involved

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

Fraud **Reported: 02-01-2018 1023**

Report of a phone scam. No loss reported.

Addresses Involved

100 block of Minnetonka Ave S, Wayzata, MN 55391

DWI **Reported: 02-01-2018 1003**

46 year old male from Wayzata arrested for driving under the influence.

Charges pending test results.

Addresses Involved

200 block of Central Ave N, Wayzata, MN 55391

Names Involved

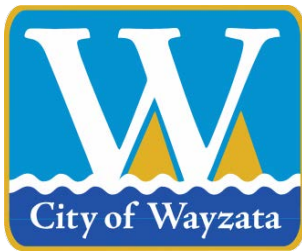
(Arrested) Carruthers, Patrick Philip (Age: 46)

TRAFFIC – FEBRUARY, 2018

CITATIONS	176
WRITTEN WARNINGS	2
VERBAL WARNINGS	122

Description	Feb 2018
FOUND ANIMAL	1
FOUND PROPERTY	4
ABANDONED VEHICLE	1
SAFEKEEPING & DISPOSAL	1
OTHER ACCIDENTS	2
PDMV	19
H & R PDMV	3
ANIMAL BITE	1
FIRE ALARM	7
GAS LEAK/SMELL	1
HAZ ROAD CONDITION	6
SUDDEN DEATH	2
OTHER MEDICAL	42
72 Hour Hold/Emergency Admission	3
WELFARE CHECK	18
MENTAL HEALTH ISSUE	1
INFO REC'D	5
VERBAL DOMESTIC	4
CIVIL MATTER	4
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	7
RECEIVE COURT ORDER/OFP	1
SUSPICION	16
OPEN DOOR/WINDOW	2
SCAM/FRAUD ATTEMPT	4
MISC. JUVENILE PROBLEM	2
DRIVING/TRAFFIC COMPLAINT	21
PARKING COMPL	5
HOUSE/BUSINESS CHECKS	6
RECORD CHECKS	13
FIREARM PERMIT	1
HC SHERIFFS PERMIT TO CARRY	6
LIQUOR LICENSE CHECKS/PERMIT	1
ANIMAL VIOLATION	1
ANIMAL COMPLAINT/CHECK	3
Potential Dangerous Dog Notices	1
DOG LICENSE ISSUED	6

PATROL REQUEST	3
POLICE ESCORT/STAND-BY	1
ADULT PROTECTION ASSIST	2
FINGERPRINTS	1
ASSIST CHILD PROTECTION	1
MOTORIST ASSIST/STALL	16
UTILITY PROBLEM	2
PUBLIC ASSIST	14
LOCKOUT	6
BUSINESS ALARM	15
HOME ALARM	12
911 HANG-UP	6
ASSIST OTHER DEPT	30
WARRANT/ATTEMPT/ARREST	3
VEHICLE FORFEITURE/IMPOUND	1
ASLT-DOMESTIC-GM-THRT BODLY HRM-HNDS-ADLT-FAM	1
DOM ASLT-MS-INFLT BODILY HARM-HANDS-AD-FAM	2
FORG-FE-UTT-POSS-PLACE-CHK-251-2500-PERSON	1
DRUGS-SMALL AMOUNT MARIJUANA-POSESSION	1
DRUGS-DRUG PARAPH-POSSESS-UNK-UNK	2
CON SUB 5-POSSESS-COCAINE-UNK	1
TRAF-ACC-UN-INF ALC-DRGS-UNK INJ-MV	1
TRAFFIC-GM-OTHER-MV	2
TRAF-AC-GM-3RD DEG DWI-UI ALCOHOL-MV	1
TRAF-AC-GM-3RD DEG DWI-REFUSAL TO TEST-MV	1
TRAF-ACC-M-4TH DEG DWI-UI ALCOHOL-MV	2
TRAF-ACC-M-4TH DEG DWI-UI CONTROLLED SUB-MV	1
TRAF-ACC-MS-4TH DEG DWI-08 OR MORE -MV	1
JUVENILE-CONT SUBST OFFENDER-POSS SM AMT MARIJ	1
DANGEROUS DOG VIOLATIONS	1
DISTURBING PEACE-UNK-STALKING-UNKNOWN	1
UNK LVL-VIOL ORDER FOR PROTECTION	1
PROP DAMAGE-FE-BUSINESS-UNK INTENT	1
THEFT-1001-5000 DLRS FE-BLDG-OTHER PROPERTY	1
THEFT-1001-5000 DLRS FE-MTR VEHICLE-UNK PROP	1
THEFT-501-1000 DLRS GM-YARDS-OTH PROPERTY	1
THEFT-500 OR LESS MS-BLDG-SERVICES	1
THEFT-500 OR LESS MS-SELF SERVE GAS-GAS ONLY	1
THEFT-UNK LVL-SWINDLE OR TRICK-501-2500	2
FRAUD-UNK-FIN-TRAN-CARD-NO-CONSENT-UNK-LOSS	1
THEFT-FE-THFT BY SWINDLE TRICK-2501-19999	1
THEFT-MS-BY SWINDLE OR TRICK-250 OR LESS	1
FRAUD-MS-FIN-TRAN-CARD-NO-CONSENT-250-LESS	1
VEH-UNK VAL-MS-TAMPER WITH-ENTER-TRUCK-BUS	1



City of Wayzata City Council Agenda Report

MEETING DATE: March 20, 2018	AGENDA ITEM: 7e
TITLE: Building Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Jason Wagner, Building Inspector	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

The attached February 2018 Building Activity Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. February 2018 Building Activity Report

Jan-18	Feb-18	Mar-18	2018-YTD
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BUILDING CONSTRUCTION

NUMBER OF BLDG. PERMITS	13	12	25
PROJECT VALUE	\$2,276,265.00	\$1,547,265.00	\$3,823,530.00
BUILDING PERMIT FEE	\$16,570.00	\$12,942.75	\$29,512.75
PLAN CHECK FEE	\$10,496.35	\$7,807.69	\$18,304.04

EXTERIOR REPAIR

NUMBER OF PERMITS	44	2	46
PROJECT VALUE	\$1,998,122.38	\$10,218.00	\$2,008,340.38
PERMIT FEE	\$ 28,045.00	\$ 250.75	\$ 28,295.75

MECHANICAL

NUMBER OF PERMITS	15	24	39
PROJECT VALUE	164,684.84	263,524.00	\$ 428,208.84
PERMIT FEE	3,226.72	5,244.34	\$ 8,471.06

PLUMBING

NUMBER OF PERMITS	13	19	32
PROJECT VALUE	\$222,680.00	\$204,904.88	\$427,584.88
PERMIT FEE	\$4,503.60	\$4,229.90	\$8,733.50

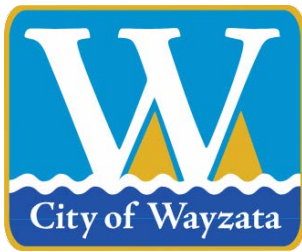
TOTAL # OF PERMITS	85	57	142
TOTAL INCOME	\$62,841.67	\$30,475.43	\$93,317.10

NUMBER OF INSPECTIONS

BUILDING	52	44	96
EXTERIOR	2	2	4
HVAC	42	25	67
PLUMBING	27	25	52
OTHER			
TOTAL # OF INSPECTIONS	123	96	219

RENTAL HOUSING INSPECTIONS

INSPECTIONS	7	5	12
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City of Wayzata City Council Agenda Report

MEETING DATE: March 20, 2018	AGENDA ITEM: 7f
TITLE: Approval of Agreement with Hennepin County for Lease of the Wayzata Library at 620 Rice Street East	
PROPOSED MOTION: To Approve Agreement with Hennepin County for Lease of the Wayzata Library Building at 620 Rice Street East---Lease Agreement No. A16491	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of Agreement with Hennepin County for Lease of the Wayzata Library at 620 Rice Street East

FINANCIAL OR BUDGET CONSIDERATION:

Currently, Hennepin County pays \$60,495.84 annually to lease the City-owned library building. The draft lease proposes 2.5% annual increases for the first five years and then 3.0% annual increases for the next five years. 75% of the lease payment goes to the Library Capital Improvements Fund (CIP) and 25% of the lease payment goes to the General Fund. The current CIP balance is \$387,000.

BACKGROUND:

Commencing January 1, 2003, Hennepin County and the City of Wayzata entered into an Agreement for Hennepin County to lease space in the building at 620 Rice Street East known as the Wayzata Library. The initial agreement had a 5-year term with annual rent increases based on the annual Consumer Price Index (CPI). There have been three subsequent amendments to the original Agreement all with 5-year terms and keeping the annual increase based on CPI.

The attached proposed fourth amendment would extend Lease Agreement terms to 10 years with the annual increase set at 2.5% for the first 5 years and 3% for the remainder of the term. For the last 15 years the annual increase has fluctuated from 1.3% to 3% (terms stated not to exceed 3%).

The change to a fixed rate will allow for both entities to plan accordingly and it will reduce the amount of administration involved---currently the CPI doesn't come out until mid-year, and therefore, any changes in the CPI need to be retroactively paid back to Jan 1.

In addition to the term and increase amounts, staff also worked with the County on slight changes to the language regarding repairs and maintenance.

ATTACHMENTS:

1. Draft Fourth Amendment to Lease Agreement No. A16491
2. Original Library Lease between the City of Wayzata and Hennepin County No. A16491, dated August 20, 2002

FOURTH AMENDMENT TO LEASE AGREEMENT NO. A16491

THIS AGREEMENT, made and entered into by and between CITY OF WAYZATA, a municipal corporation, hereinafter referred to as "LANDLORD"; and the COUNTY OF HENNEPIN, State of Minnesota, hereinafter referred to as "COUNTY":

WITNESSETH:

WHEREAS, LANDLORD and COUNTY entered into a certain Lease Agreement bearing Contract No. A16491 dated August 20, 2002, for the leasing of office space in the building known as the Wayzata Library located at 600 Rice Street, Suite 620, Wayzata, Minnesota, 55391; and

WHEREAS, pursuant to the First Amendment, dated January 24, 2006, the Second Amendment, dated April 24th, 2008 and the Third Amendment dated April 23, 2013 of this Lease, LANDLORD and COUNTY have heretofore amended the Lease; and

WHEREAS, LANDLORD and COUNTY desire to further amend the Lease in certain particulars;

NOW, THEREFORE, the parties mutually agree as follows:

A. Clause II "TERM" of the Lease is hereby amended by adding the following to the end thereof:

The term of this Lease shall be extended for the period of Ten (10) years, commencing May 1, 2018 and terminating April 30, 2028.

B. Clause IV "GROSS RENT" of the Lease is hereby amended by adding the following to the end thereof:

For the period May 1, 2018 through April 30, 2023 COUNTY agrees to pay rent per the following schedule:

Annual Increases of 2.5%			
2018-2019	\$ 6.82	\$ 65,915.30	\$ 5,492.94
2019-2020	\$ 6.99	\$ 67,563.18	\$ 5,630.27
2020-2021	\$ 7.17	\$ 69,252.26	\$ 5,771.02
2021-2022	\$ 7.34	\$ 70,983.57	\$ 5,915.30
2022-2023	\$ 7.53	\$ 72,758.16	\$ 6,063.18

For the period May 1, 2023 through April 30, 32028 COUNTY agrees to pay rent per the following schedule:

Annual Increases of 3%			
2023-2024	\$ 7.75	\$ 74,903.75	\$ 6,241.98
2024-2025	\$ 7.98	\$ 77,150.86	\$ 6,429.24
2025-2026	\$ 8.22	\$ 79,465.39	\$ 6,622.12
2026-2027	\$ 8.47	\$ 81,849.35	\$ 6,820.78
2027-2028	\$ 8.72	\$ 84,304.83	\$ 7,025.40

If this Lease commences or terminates at any time other than the first day of the month, the gross rent payment referred to herein shall be prorated for that month. LANDLORD shall submit gross rent invoices to COUNTY approximately seventeen (17) days prior to the first of each month to assure timely payment thereof.

~~For the period beginning May 1, 2018 and terminating on April 30, 2028, COUNTY agrees to pay as annual gross rent the sum of Sixty Five Thousand Five Hundred Fifty Seven and 70/100 dollars (\$65,557.70) payable in equal monthly payments of Five Thousand Four Hundred Sixty Three and 14/100 dollars (\$5,463.14), approximately \$6.78 per square foot per year.~~

~~Effective once during the second Lease Year (commencing May 1, 2019) and effective May 1, of each Lease Year thereafter, the rental rate may be increased by a percentage equal to the percentage increase, if any, of the Minneapolis-St. Paul Consumer Price Index for All Urban Consumers (CPI-U) issued for the last half of the previous calendar year, not to exceed 3%. LANDLORD shall be required to provide COUNTY with a statement of the percentage increase and resulting new rent no later than thirty days prior to the effective date. In no year will the rent decrease from the previous year.~~

C. Clause VIII Section B "LANDLORD RESPONSIBILITIES" is hereby amended by substituting the following therefor:

If LANDLORD fails to make any of the aforesaid repairs or changes or perform any other covenant herein required to be performed and if LANDLORD fails to respond with reasonable cause as to its failure within 72 hours after COUNTY's written request therefor, then:

1. LANDLORD shall be liable for any reasonably foreseeable damage to property or loss thereby sustained by COUNTY whenever such damage or loss is not negligently or willfully caused by the conduct of COUNTY; and

2. COUNTY may, but shall not be obligated to, have such repairs or changes made or defaults cured at the expense of LANDLORD, if the

changes or defaults were expenses of LANDLORD as previously defined in this clause.

LANDLORD agrees that, if in an emergency it shall become necessary promptly to make any repairs or changes required to be made by LANDLORD at COUNTY's expense, as previously defined in this paragraph, or to perform its covenants, COUNTY, at its option, may proceed forthwith to have the repairs or changes made and defaults cured and pay the cost thereof.

LANDLORD further agrees that, if in an emergency it shall become necessary to make any repairs or perform any services required to be made by LANDLORD at its expense, as previously defined in this paragraph, or to perform its covenants, COUNTY, at its option, may proceed forthwith to have the repairs made or services required, at the expense of and to the account of LANDLORD.

D. Clause XXIV - "NOTICES" of the Lease is hereby amended by replacing the address for the COUNTY as follows:

Manager, Land Management
Hennepin County Community Works
701 4th Avenue South, Suite 400
Minneapolis, MN 55415

The effective date of this Fourth Amendment to Lease Agreement No. A16491 is May 1, 2018.

Except as amended by the aforesaid First, Second and Third Amendments, and as herein above amended, the terms, conditions and provisions of Lease Agreement No. A16491, dated August 20, 2002, shall remain in full force and effect.

The Remainder Of This Page Intentionally Left Blank

LANDLORD, having signed this Amendment, and the Hennepin County Board of Commissioners having duly approved this Amendment on the ____ day of _____, 2018, and pursuant to such approval, the proper County officials having signed this Amendment, the parties hereto agree to be bound by the provisions set forth herein.

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

Date: _____

Date: _____

APPROVED AS TO EXECUTION:

By: _____
Assistant County Attorney

Date: _____

The City is organized pursuant to
Plan A ____ Plan B ____ Charter X

COUNTY OF HENNEPIN

By: _____
Chair of its County Board

Date: _____

LEASE NO. A16491

CITY OF WAYZATA:

By: _____
Mayor

Date: _____

By: _____
City Manager

By: _____
County Administrator

Date: _____

By: _____
Assistant County Administrator,
Public Works

Date: _____

ATTEST:

By: _____
Deputy Clerk of the County Board

Date: _____

RECOMMENDED FOR APPROVAL

By: _____
Department Director,
Community Works

Date: _____

LEASE AGREEMENT

THIS AGREEMENT Made and entered into by and between the CITY OF WAYZATA, a municipal corporation, hereinafter referred to as "LANDLORD" and the COUNTY OF HENNEPIN, a political subdivision of the State of Minnesota, hereinafter referred to as "COUNTY"

IN CONSIDERATION of the covenants by and between the parties, IT IS HEREBY AGREED AS FOLLOWS:

I. PREMISES

LANDLORD does hereby lease to COUNTY, and COUNTY does hereby take from LANDLORD the Leased Premises, which are situated as hereinafter described:

Approximately 9,665 square feet on the first floor in the building known as Wayzata Library located at 600 Rice Street, Wayzata, Minnesota, all as depicted and set forth in Exhibit A, attached hereto and made a part of this Lease by reference, together with the non-exclusive use in common with others entitled to use same: Library building basement, stairways, elevators, corridors, conference rooms, sidewalks, walkways, entryways, parking lots, and such other common areas, facilities and improvements designated for common use and benefit.

The Leased Premises shall be for the exclusive use of COUNTY, its agents, officers and employees for the purpose of operating a public library and to keep public hours for a minimum of Forty-one (41) hours per week, unless otherwise agreed to by the CITY in writing, together with office purposes and the various services and facilities in connection therewith.

II. TERM

A. The term of this Lease shall be for a period of five years. The proposed commencement date shall be January 1, 2003, with a termination date of December 31, 2007. The commencement of this lease term, however, is contingent upon LANDLORD's substantial completion of the space to be occupied and the leasehold improvements in accordance with plans, specifications and finish schedules, as more fully described in attached Exhibit B and Clause "Leasehold Improvements" of this Lease. If the leasehold improvements and space completion are accomplished subsequent to January 1, 2003, but prior to April 30, 2003, and COUNTY has received notice that all necessary permits and certificates prerequisite to legal occupancy have been obtained by LANDLORD, then the lease term shall commence within thirty (30) days of the notice. The commencement date and termination date shall be set forth in the space provided at the end of this Lease and shall be acknowledged in writing by LANDLORD and COUNTY's Director of Transit and Community Works.

B. If LANDLORD fails to complete the specified improvements as required herein prior to April 30, 2003, COUNTY shall notify LANDLORD in writing as to those improvements incomplete, at which time LANDLORD will have ninety (90) days from the notice to complete

9/6/07
This is a copy
of the actual agreement
on file.

#1050

the improvements specified. If LANDLORD fails to perform the improvements within the ninety (90) day period, COUNTY may elect, in writing, to extend the period during which improvements by LANDLORD must be completed or COUNTY may terminate this Lease upon five (5) days' written notice, thereby causing both parties to be relieved of any further obligation hereunder.

III. CANCELLATION

COUNTY has the option to cancel all or any portion of this Lease effective at any time during the fourth and fifth lease years. Notice of cancellation is to be in writing and given to LANDLORD 180 days prior to the effective date of cancellation.

IV. GROSS RENT

COUNTY agrees to pay Forty-one Thousand Eight Hundred Forty-nine and 45/100 (\$41,849.45) dollars per year (\$4.33 per square foot per year), payable in equal monthly installments of Three Thousand Four Hundred Eighty-seven and 45/100 (\$3,487.45) dollars.

A. Gross Rent consists of two parts:

1. Base rent at the rate of \$3.25 per square foot per year (75% of gross rent), and
2. Additional rent for building and grounds operating costs at the rate of \$1.08 per square foot per year (25% of gross rent).

B. The COUNTY may take a monthly credit against its gross rent for the cost of heating the basement under the COUNTY lease space. This credit will be calculated as seventeen (17%) per cent of the COUNTY'S total lease space heating cost. The COUNTY may claim this credit against its monthly rent by providing the LANDLORD with a copy of the COUNTY'S monthly heating charge with its monthly gross rent payment to LANDLORD.

If this Lease commences or terminates at any time other than the first day of the month, the gross rent payment referred to herein shall be prorated for that month. LANDLORD shall submit base rent invoices to COUNTY approximately seventeen (17) days prior to the first of each month to assure timely payment thereof.

Effective on December 1, 2003, and each subsequent December 1, during the term of the Lease Agreement, the annual gross rent may be increased by a percentage equal to the percentage that the consumer Price Index – All urban consumers (CPI-U) for the Minneapolis-St. Paul area issued by the Bureau of Labor Statistics of the United States, Department of Labor, as published for the first half of the preceding calendar year shall be exceeded by the first half of the then current year.

V. OPTION TO RENEW

Upon ⁶⁰180 days' written notice to LANDLORD prior to the expiration of the last year of the term of this Lease, COUNTY may renew the Lease Agreement for an additional five year period, provided COUNTY is not in default necessitating legal action by LANDLORD. During the renewal period, upon 180 days' written notice, COUNTY may terminate this Lease effective at any time of the renewal period. The renewal period shall operate under the same

terms and conditions as this Lease, provided, however, that base rental rates will be mutually agreed to by the parties.

VI. LEASEHOLD IMPROVEMENTS

Prior to the commencement date but no later than April 30, 2003, LANDLORD, at its expense, shall complete all work in accordance with plans and specifications, as more fully described in attached Exhibit B with respect to the Leased Premises (Landlord's Work). The LANDLORD shall have the right to make minor adjustments to the plans and specifications with the written approval of the COUNTY Library Facilities Manager. All materials for the work shall be of good quality and all work shall be performed in a good and workmanlike manner. All work shall conform to all applicable statutes, ordinances, regulations, and codes and shall be in compliance with the Americans with Disabilities Act. Any and all persons or firms performing Landlord's Work shall be licensed, bonded, and responsible in accordance with the Minnesota State Building Code requirement and any other applicable statutes, regulations, or ordinances. All necessary licenses and permits required for Landlord's Work shall be obtained by LANDLORD, its contractors and/or subcontractors prior to, during or subsequent to the completion of the work as described above. All payments made by the LANDLORD to any contractor, laborer, or material person or supplier shall be made in a timely manner, and LANDLORD shall place the premises in a fully occupiable condition prior to the commencement date of this Lease, which shall include removal of all waste, debris or rubbish, and all materials or tools used by LANDLORD or its contractors in the completion of Landlord's Work.

Prior to the commencement date, COUNTY shall have the right to enter upon the Leased Premises at reasonable times for the purpose of installing furnishings, fixtures and equipment. The COUNTY shall be responsible for any damages/injuries related to this activity.

VII. INDEMNIFICATION AND INSURANCE DURING CONSTRUCTION

A. During construction LANDLORD agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, liens, claims, causes of action, judgments, damages, losses, costs and expenses, including reasonable attorney's fees, resulting directly or indirectly from:

1. Any act or omission of LANDLORD, its contractors, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in connection with the leasehold improvements.
2. Failure of the LANDLORD to perform fully, in any respect, all obligations under this Agreement.
3. Any labor, equipment, or materials delivered or claimed to have been delivered to the leased premises in connection with the LANDLORD'S leasehold improvements.

B. In order to protect the LANDLORD and those listed above under the indemnification provision, the LANDLORD agrees at all times during construction of the leasehold improvements to have and keep in force the following insurance coverages either

under a purchased insurance program or self-insurance program. If the LANDLORD is self-insured, it will provide the COUNTY with a Statement of Self-Insurance. The LANDLORD will also require its contractors and subcontractors to also have and keep in force the insurance coverages.

	<u>Limits</u>
1. Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	1,000,000
Personal and Advertising Injury	1,000,000
Each Occurrence - Combined Bodily Injury and Property Damage	1,000,000
2. Automobile Liability - Combined single limit each occurrence coverage or the equivalent covering owned, non-owned, and hired automobiles.	1,000,000
3. Workers' Compensation and Employer's Liability:	
Workers' Compensation	Statutory
If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota law.	
Employer's Liability. Bodily injury by:	
Each Accident	100,000
Disease - Policy Limit	500,000
Disease - Each Employee	100,000

An Umbrella Liability insurance policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of the LANDLORD and its contractors to determine the need for and to procure additional insurance that may be needed in connection with the construction of the leasehold improvements. Copies of insurance policies shall be promptly submitted to the COUNTY upon written request.

Contractors and their subcontractors shall not commence work until they have obtained required insurance and filed with the LANDLORD a properly executed Certificate of Insurance that clearly evidences the required insurance coverages. The certificate shall name the LANDLORD as the certificate holder and as an additional insured for the Commercial General Liability coverage with respect to operations covered under the contract. The certificate should also show that the LANDLORD will receive 30 days' prior written notice in the event of cancellation, non-renewal, or material change in any described policies.

Contractors shall furnish to the LANDLORD updated certificates during the term of the Lease agreement as insurance policies expire.

C. During the period of construction of Landlord's Work, LANDLORD shall purchase and maintain or cause its contractors to purchase and maintain such insurance as will protect the COUNTY from claims set forth below which may arise out of or result from the work to be performed as described above, when the work is performed by LANDLORD, or any contractor, subcontractor, or by anyone for whose acts any of them may be liable. LANDLORD shall provide acceptable certificates of insurance as necessary to show continuous coverage as follows:

1. Claims under Workers' Compensation and Employer's Liability and other similar employee benefit acts;
2. Claims for damages because of personal or bodily injury, sickness or disease, or death of any person other than LANDLORD's employees;
3. Claims for damages, other than to the goods or work itself, because of damage to or destruction of tangible property, including loss of use resulting therefrom; and
4. Claims for damages because of bodily injury or death of any person or property damage arising from the ownership, maintenance, or use of any motor vehicle in the performance of the work as described above.

D. To protect itself and COUNTY under the indemnification provisions above, LANDLORD will at all times during construction of Landlord's Work provide or cause its contractors to purchase and maintain insurance coverage and certificates evidencing such, as follows:

1. Workers' Compensation and Employer's Liability Insurance;
2. Commercial General Liability insurance policy in an amount not less than One Million (\$1,000,000) Dollars for death, bodily injury, personal injury, and/or property damage, arising out of a single occurrence;
3. Automobile Liability insurance of One Million (\$1,000,000) Dollars per person for death, bodily injury, and property damage covering owned, non-owned, and hired automobiles;

E. Insurance coverage shall be acknowledged by certificates of insurance. All certificates of insurance shall provide that the insurance company shall give Hennepin County thirty (30) days' written notice of cancellation, non-renewal, or any material change in any described policies.

VIII. LANDLORD'S RESPONSIBILITIES

A. LANDLORD's responsibilities, the costs of which LANDLORD will bear, include but are not limited to the following:

1. Provide electricity to the Leased Premises for standard building office use during normal business hours;
2. Provide water for drinking, lavatory, and toilet purposes;

3. Maintain the heating, ventilating, and air conditioning equipment, toilet facilities, any sprinkling system, and other equipment, machinery or system that is or may be installed in good repair and modify or replace when necessary;
4. Furnish heating, ventilating, and air conditioning to provide a temperature condition for comfortable occupancy of the Leased Premises;
5. If provided now or in the future, elevator service in common with others and maintain the elevator(s) in good and sound condition;
6. Maintain the interior common areas of the Building in good and useable condition and in thorough repair, including, but not limited to, floors, walls, ceilings, corridors, stairs, railings, windows, and any appurtenances to any of the foregoing items and to any items not mentioned. Maintain in good repair and replace when necessary all carpeting in the Leased Premises;
7. Maintain grounds, landscaping, driveways, walkways and parking lots adjacent to the Building, keeping driveways, walkways, and parking lots reasonably free of snow, ice, or debris.
8. Replace **exterior** broken glass, including plate glass, **fluorescent tubes**, and **incandescent bulbs**, replace or repair fluorescent or incandescent fixtures, starters or ballasts as needed;
9. Promptly make all necessary repairs and perform reasonable preventive maintenance to keep all equipment, systems and the Leased Premises in good and useable condition, and to provide COUNTY, upon request, with records of the maintenance performed.
10. Maintain the exterior of the Building in a good and useable condition and in thorough repair and make all structural repairs or necessary modifications or replacements thereto including, but not limited to, the roof, walls, foundation, drains, downspouts, gutters and appurtenances thereto, sewers and waste pipes or facilities on or leaving the premises, and those portions of all utility lines supplying the premises which are located outside the premises, unless such utility lines are maintained or repaired by utility companies;
12. Make any repairs necessitated by the acts of God, the elements, water seepage, or other causes, whether similar or dissimilar, which are not under COUNTY's control, provided that COUNTY shall make good faith efforts to prevent waste, damage, or injury to the Leased Premises; provided further that LANDLORD shall not be required to make any such repairs, modifications, or replacements which become necessary or desirable by reason of the negligence of COUNTY, its agents, or employees.
13. Make any repairs or changes which may be necessary to make the premises comply with applicable laws, ordinances, orders or regulations of any Federal, State, County, or Municipal authority now or hereafter in effect, except when the changes are necessitated by COUNTY's specialized use of the Leased Premises. During or after work of any kind by LANDLORD in the leased areas, LANDLORD shall not leave such

areas unattended, or, if left unattended, shall make certain that such areas are locked and secured.

B. If LANDLORD fails to make any of the aforesaid repairs or changes or perform any other covenant herein required to be performed and if LANDLORD fails to respond with reasonable cause as to its failure within ten (10) days after COUNTY's written request therefor, then:

1. LANDLORD shall be liable for any reasonably foreseeable damage to property or loss thereby sustained by COUNTY whenever such damage or loss is not negligently or willfully caused by the conduct of COUNTY; and

2. COUNTY may, but shall not be obligated to, have such repairs or changes made or defaults cured at the expense of LANDLORD, if the changes or defaults were expenses of LANDLORD as previously defined in this clause.

LANDLORD agrees that, if in an emergency it shall become necessary promptly to make any repairs or changes required to be made by LANDLORD at COUNTY's expense, as previously defined in this paragraph, or to perform its covenants, COUNTY, at its option, may proceed forthwith to have the repairs or changes made and defaults cured and pay the cost thereof.

LANDLORD further agrees that, if in an emergency it shall become necessary to make any repairs or perform any services required to be made by LANDLORD at its expense, as previously defined in this paragraph, or to perform its covenants, COUNTY, at its option, may proceed forthwith to have the repairs made or services required, at the expense of and to the account of LANDLORD.

IX. ASBESTOS-CONTAINING BUILDING MATERIALS

LANDLORD agrees either to:

A. Warrant and represent that the Building of which the premises are a part is entirely free of asbestos and asbestos-containing materials. If, at any time during the initial term of this Lease or any renewal term, friable asbestos or asbestos-containing materials are found in a disturbed state within or a part of the building, COUNTY shall have the option to cancel this Lease by giving at least thirty (30) days' written notice to LANDLORD of its intention to so terminate. LANDLORD shall indemnify, defend, and hold the COUNTY harmless from and against any and all claims made by any employee, invitee, or licensee related to or arising out of or in any way connected with asbestos and/or asbestos-containing materials which are found within or a part of the Building and any costs related to any such claims, including attorney's fees;

or

B. Conduct an inspection/survey of the Building of which the premises are a part for asbestos and asbestos-containing materials, as defined in the Asbestos Hazard Emergency Response Act of 1986 (AHERA) and promulgated in the final rules and regulations of the Environmental Protection Agency 40 C.F.R., Part 763, and subsequent amendments. The inspection/survey shall comply with the procedures detailed in 40 C.F.R., Part 763. The survey/assessment shall be conducted by an accredited inspector utilizing accredited

laboratories as defined in 40 C.F.R., Part 763. LANDLORD's qualified inspector shall assess and classify all asbestos-containing building materials (ACBM) and suspected asbestos-containing building materials. The assessment shall conform to the procedures and requirements of AHERA 40 C.F.R., Part 763.88. The assessment shall consider but not be limited to: the amount of material; its location; its accessibility; whether it is friable or not; its asbestos content; its physical condition; its potential for disturbance and/or damage; influence of vibration; the potential for air erosion and transmission and any preventative measures necessary to elimination of further damage. The assessment shall classify all ACBM or suspected ACBM into one of the seven AHERA 40 C.F.R., Part 763.88, categories and provide the reasons underlying such decisions.

If asbestos or asbestos-containing building materials are identified in the Building of which the Leased Premises are a part, LANDLORD shall develop a written asbestos management plan for the Building consistent with 40 C.F.R., 763.90-.94. Prior to occupancy, LANDLORD shall provide a copy of the assessment/study and written management plan to COUNTY. If, at any time during the initial term of this Lease or any renewal term, LANDLORD fails to comply with the management plan, COUNTY shall have the option to cancel this Lease by giving at least thirty (30) days' written notice to LANDLORD of its intention to so terminate.

LANDLORD shall indemnify, defend, and hold the COUNTY harmless from and against any and all claims made by any employee, invitee, or licensee related to or arising out of or in any way connected with asbestos and/or asbestos-containing materials which are found within or a part of the Building and any costs related to any such claims, including attorney's fees.

X. COUNTY'S RESPONSIBILITIES

A. COUNTY agrees to permit LANDLORD, its officers, agents, employees, and contractors to enter the Leased Premises occupied by it at all reasonable times to view or show the premises to parties wishing to purchase, lease, or make repairs, alterations, or improvements to the Building or parts thereof herein leased, and insert such tools, appliances, or other materials they may deem necessary for the purpose of making repairs, alterations, and improvements; provided that LANDLORD gives at least two (2) working days' written notice to COUNTY prior to the making of any repairs, alterations, or improvements, as aforesaid, or prior to the insertion of any tools, appliances, or other material as aforesaid, emergency repairs excepted.

B. COUNTY agrees to pay gross rent prior to the fifth day of month then billed for and further agrees that if payment due hereunder by COUNTY is not paid when due, interest shall accrue in accordance with Minnesota Statutes (1996), Section 471.425, provided, however, that if COUNTY withholds payment for failure of LANDLORD to provide service or failure to comply with any of the provisions of this Lease, no interest penalty shall accrue against COUNTY.

C. COUNTY will not permit any mechanic's, laborer's, or materialmen's liens to stand against the Leased Premises for any labor or material furnished to or for the account of COUNTY, or claimed to have been so furnished in connection with any work performed or claimed to have been performed in, on, or about the Leased Premises, provided, however, that COUNTY shall be given a period of forty-five (45) days after written notice from

LANDLORD to remove any such liens. Their existence prior to the expiration of the forty-five (45) day period shall not constitute a breach of any of the provisions of this Lease.

If the COUNTY fails to remove liens as required under this Section it shall be liable to the LANDLORD for all costs incurred in removing such liens, including reasonable attorney's fees and costs.

D. COUNTY will pay service charges and user fees for its gas, electric, water, sewer, trash and recycling services. COUNTY will furnish custodial or janitorial services and shampoo or steam-clean as needed the carpeting in the Leased Premises.

XI. COUNTY'S RIGHT TO REMOVE PERSONAL PROPERTY

COUNTY shall have the privilege at any time on or before vacating the premises of removing any and all of its personal property, equipment, trade fixtures, drapes, and furnishings, and COUNTY shall repair any damage thereby caused.

XII. SURRENDER OF PREMISES

Upon the expiration or termination of this Lease, COUNTY shall, at its expense, remove COUNTY's goods and effects and those of all persons claiming under COUNTY and quit and deliver up the Leased Premises to LANDLORD peaceably and quietly in as good order and condition as the same were in on the Commencement Date or were thereafter placed by LANDLORD, except that COUNTY is not obligated to remove any LANDLORD approved alterations, additions, or improvements to the Leased Premises, reasonable wear and tear excepted. Any property left in the Leased Premises thirty (30) days after such expiration or termination may be disposed of by LANDLORD, as LANDLORD deems expedient.

XIII. COMPLIANCE WITH ORDINANCES, RULES AND REGULATIONS: NUISANCE

A. COUNTY agrees not to occupy, use, or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is unlawful, disreputable, or deemed to be extra hazardous on account of fire or permit anything to be done which would in any way increase the rate of fire insurance coverage on the Building or its contents.

B. COUNTY agrees to comply with all laws, ordinances, and regulations of Federal, State, Municipal, and local government agencies insofar as they apply to COUNTY's occupancy of the Leased Premises, provided, however, that LANDLORD is responsible for all physical modifications to the Building to conform to laws, ordinances, and regulations as set forth in Clause "Landlord's Responsibilities." COUNTY shall comply with the reasonable rules of the LANDLORD adopted by LANDLORD from time to time for the safety, care, and cleanliness of the Leased Premises and Building and for the preservation of good order therein, provided that the rules are submitted to COUNTY in writing and do not conflict with the provisions of this Lease.

XIV. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between

the parties hereto or as constituting LANDLORD as the agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. LANDLORD is to be and shall remain an independent contractor under this Lease Agreement. Any and all personnel of LANDLORD or other persons, while engaged in the performance of any activity under this Lease Agreement, shall have no contractual relationship with COUNTY, and any and all claims that may or might arise under the workers' compensation act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including, without limitation, claims of discrimination against LANDLORD, its officers, agents, contractors, or employees shall in no way be the responsibility of COUNTY, and LANDLORD shall defend, indemnify, and hold COUNTY, its officers, agents, and employees harmless from any and all such claims, regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and P.E.R.A.

XV. REIMBURSEMENT OF COUNTY

If COUNTY shall make any payment or advance, at the expense or for the account of LANDLORD pursuant to any provisions of this Lease, and, if, after deducting the amount expended from the rent due or to become due, the amount is not reimbursed at the expiration of the term hereby granted or any extension thereof, COUNTY may remain in possession of the premises until completely reimbursed. Anything contained herein for the reimbursement of any monies expended, as aforesaid, shall not preclude the COUNTY from seeking and obtaining the recovery of any such monies in a court of law and, if successful, LANDLORD shall pay all costs in connection therewith, including reasonable attorney's fees, nor shall COUNTY be precluded from availing itself of any other right or remedy allowed by this Lease in law or equity.

XVI. CHANGE IN OWNERSHIP

If the ownership of the premises or the name or address of the party entitled to rent hereunder shall be changed, COUNTY may continue to pay the rent accrued and to accrue hereunder to the party to whom and in the manner which the last preceding installment of rent was paid, until receipt of proper notice of the change, and each payment shall, to the extent thereof, exonerate and discharge the COUNTY.

XVII. ASSIGNMENT BY LANDLORD

LANDLORD shall have the right to transfer and assign all of its right, interest, and obligations hereunder and in the Building and the property referred to herein, provided, however, that the transfer or assignment shall be subject to the provisions of this Lease, whereupon COUNTY shall continue to comply with the provisions of this Lease Agreement. No further liability shall accrue to LANDLORD with the exception of claims previously asserted by COUNTY hereunder which have not been resolved.

XVIII. EMINENT DOMAIN

During the term of this Lease, if a part only of the Leased Premises be taken for public use under right of eminent domain, and, if the remainder, in the opinion of COUNTY, is not suitable for its purpose, COUNTY, at its option, may cancel this Lease; but if it shall not elect to do so, the monthly rental thereafter shall be reduced by an amount which bears the same ratio to that herein provided for as the area taken bears to the total area prior to the taking. In the event of a partial or an entire taking, nothing herein shall prejudice the rights of COUNTY to recover compensation from the condemning authority for any loss or damage including removal or relocation expenses caused by such condemnation. The loss, damage, removal, or relocation expense shall be exclusive of any award made to LANDLORD as a result of the condemnation. The terms "condemnation" and "eminent domain" shall include a private purchase by a public or quasi-public entity in lieu of a formal acquisition.

XIX. RESTORATION AND REPAIR

If the Leased Premises are damaged by fire, elements or any other casualty, but not to such an extent as to render the same unfit for occupancy, LANDLORD shall promptly repair and restore the damaged property, or parts of the Building, and there shall be no abatement of any rent due hereunder. If the Leased Premises are so damaged by fire, the elements or any other casualty as to render them unfit for occupancy, but in such a state they can reasonably be expected to be restored within ninety (90) days of the happening of the injury thereto, and LANDLORD elects, in writing, within twenty-five (25) days from the occurrence of the damage that the premises should be repaired or restored, the same shall be repaired with due diligence by LANDLORD, at its cost and expense, and the rent payable herein shall be proportionately paid to the time of the damage and thereafter cease until such time as the premises are fully restored. If the Leased Premises are in such a state they cannot reasonably be expected to be restored within ninety (90) days of the happening or injury, but LANDLORD elects that the premises should be repaired or restored, this Lease may be continued only at the agreement of both parties. In either of the latter two cases, if the election to restore is not made as aforesaid, then this Lease shall cease and terminate and no rent shall be paid by COUNTY for the period subsequent to the date of damage. If the premises cannot be occupied by COUNTY because of the foregoing circumstances or because the Lease has been terminated for any reason whatsoever, LANDLORD shall refund to COUNTY all rent which has been paid in advance and which is applicable to the relevant period of inoccupancy. LANDLORD shall not be responsible to COUNTY for damage to or destruction of COUNTY's furniture, furnishings, equipment, or other personal property in, on or about the Leased Premises, unless caused by the negligent or willful acts of LANDLORD, its agents, or employees.

XX. HOLDING OVER

In the event of holding over by COUNTY after expiration or termination of this Lease without written consent of LANDLORD, COUNTY shall pay as liquidated damages twice the Gross Rent which COUNTY was obligated to pay for the month immediately preceding the end of term of this Lease. No holding over by COUNTY after the term of this Lease shall operate to extend the term. In the event of any unauthorized holding over, COUNTY shall indemnify LANDLORD against all claims for damages by any other tenant to whom LANDLORD may have leased all or any part of the Leased Premises covered hereby. Any

holding over with the consent of LANDLORD, in writing, shall thereafter constitute this Lease a lease from month to month.

XXI. DEFAULT BY COUNTY

A. COUNTY may be deemed to be in default if rent payments due under this Lease Agreement remain unpaid for twenty (20) days after written notice from LANDLORD; and/or if COUNTY fails to perform other covenants which it is required to perform under the terms and conditions of this Lease Agreement, with the exception of those disputes which must be resolved by a court of competent jurisdiction, which continue after thirty (30) days' written notice by LANDLORD. In the event of the occurrence of any or all of the above conditions, the LANDLORD may elect to exercise any of the following remedies at law or in equity:

B. LANDLORD may terminate this Lease and by legal process repossess the Leased Premises and be entitled to recover damages, which may include (i) the cost of recovering the Leased Premises; (ii) the unpaid gross rent owed at the time of termination, plus interest thereon from due date; (iii) the balance of the base and additional rent for the remainder of the term less the fair market value of the Leased Premises for the period and (iv) any other sum of money as may be determined fair and equitable under the circumstances by the court having jurisdiction over the matter, including reasonable attorney's fees.

C. LANDLORD may terminate COUNTY's right of possession (but not this Lease) and may repossess the Leased Premises upon reasonable notice to COUNTY and without terminating this Lease, in which event, LANDLORD will make a good faith effort to relet the same for the account of COUNTY at comparable market rental rates and upon comparable terms. For the purpose of the reletting, LANDLORD is authorized to restore the Leased Premises to building standard and (i) if LANDLORD shall fail to relet the Leased Premises or (ii) if the same are relet and a sufficient sum shall not be realized from the reletting after paying the unpaid gross rent due hereunder earned but unpaid at the time of reletting plus interest in accordance with Minnesota Statutes (1996), Section 471.425, the cost of recovering possession and all of the costs and expenses of repairs, changes, alterations, and additions by LANDLORD and the expense of the reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then COUNTY shall pay to LANDLORD, as damages, a sum equal to the amount of rent reserved in this Lease for such period or shall satisfy and pay the deficiency upon presentation of a proper invoice therefor from time-to-time, and COUNTY agrees that LANDLORD may file suit to recover any sums falling due under the terms of this clause. Notwithstanding any reletting without termination, LANDLORD may, at any time thereafter, elect to terminate this Lease for the previous breach.

D. If the default can be cured by the expenditure of money, LANDLORD may cure the default, charge the reasonable cost, thereof to COUNTY and COUNTY shall pay the same within thirty (30) days of written demand, together with interest thereon at the maximum rate allowed by law. Thereafter, COUNTY shall have no further obligation to cure the default.

E. In any such legal proceeding instituted by LANDLORD under the provisions of this Lease, COUNTY shall not be deemed to have admitted defaults as claimed by LANDLORD, in spite of LANDLORD's written notice to the contrary and reserves all of its legal defenses in law or equity and the right to interpose counterclaims which may have arisen in its favor.

XXII. LANDLORD INDEMNIFICATION AND INSURANCE

A. LANDLORD agrees to defend, indemnify, and hold harmless COUNTY its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the LANDLORD, a contractor, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Lease, and against all loss by reason of the failure of the LANDLORD to perform fully, in any respect, all obligations under this Lease.

B. LANDLORD agrees for the term of the Lease to have and keep in force Commercial General Liability insurance either under a purchased insurance program or self-insurance program. The per occurrence and aggregate limits must not be less than \$1,000,000. LANDLORD also agrees for the term of the Lease to have and keep in force All Risk Buildings and Contents insurance with a waiver of subrogation clause B. LANDLORD agrees, at all times during the term of this Lease, and beyond such term when so required, to have and keep in force Commercial General Liability insurance with per occurrence and general aggregate limits of not less than One Million (\$1,000,000) Dollars.

C. Prior to the effective date of this Lease Agreement, LANDLORD will furnish COUNTY with Certificates of Insurance as stated above. All Certificates shall provide that the insurance company shall give thirty (30) days' written notice to COUNTY of cancellation, non-renewal, or any material change in the policy. LANDLORD further agrees to furnish annually to COUNTY an acknowledgment that the policies remain in effect.

XXIII. COUNTY INDEMNIFICATION AND INSURANCE

A. COUNTY agrees to defend, indemnify, and hold harmless LANDLORD its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the COUNTY a contractor, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Lease, and against all loss by reason of the failure of the COUNTY to perform fully, in any respect, all obligations under this Lease.

B. In order to protect itself as well as the LANDLORD under the indemnity provisions hereinabove set forth, COUNTY will entertain claims, lawsuits, and any legal proceedings arising out of general liability covering officers, agents, and employees of COUNTY acting within the scope of their employment while engaged in activities connected with this Lease Agreement in an amount not more than Three Hundred Thousand (\$300,000) Dollars per claimant for death, bodily injury, personal injury, property loss, and One Million (\$1,000,000) Dollars for total personal injury, bodily injury, property loss, and/or damages arising from any one occurrence, or greater limits which may be subsequently allowed in Minnesota Statutes, Sections 466.02 and 466.04. COUNTY warrants that it is self-insured and is able to comply with the foregoing indemnification and insurance coverage requirements.

C. COUNTY agrees for the term of the Lease that it will have and keep in force All Risk Buildings and Contents insurance coverage with a waiver of subrogation clause.

XXIV. NOTICES

Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Lease or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

TO LANDLORD:	Wayzata City Manager 600 Rice street Wayzata, MN 55391
TO COUNTY:	Manager, Leasing & Land Management Transit & Community Works Department 417 North 5 th Street, Suite 320 Minneapolis, MN 55401-1362

Either party may designate a different addressee at any time by giving written notice thereof as above provided. Any notice delivered by hand shall be deemed received upon actual delivery.

XXV. COUNTY'S RIGHT TO CURE LANDLORD DEFAULT

If LANDLORD shall fail to pay the principal, interest or installment of either on any contract for deed or on any mortgage paramount to this Lease, or any installment of taxes, charges, easements, water, or other charges affecting the premises, within ten (10) days after due; or shall fail promptly to remove any other lien or charge which could jeopardize the COUNTY's right to possession as hereby granted, COUNTY may pay the items in question. Any such payment shall entitle COUNTY to be subrogated to the lien or charge of the item so paid until COUNTY is reimbursed by LANDLORD for the same. In addition, COUNTY shall be entitled to reimbursement thereof from LANDLORD, and COUNTY may apply such claim against any subsequent installment of rent.

XXVI. QUIET ENJOYMENT

LANDLORD covenants that it is well seized of and has good right to lease the premises, will warrant and defend the title thereto, and will indemnify against any damage and expense which COUNTY may suffer by reason of any lien, encumbrance, restriction, or defect in its title to or the description herein of the premises. LANDLORD further warrants and covenants that the premises may be used for the purposes herein contemplated throughout the term of this Lease and any extension hereof and COUNTY shall quietly enjoy the premises for the full term herein granted and for all extensions herein provided.

XXVII. SIGNS

LANDLORD, at its expense, shall provide a sign on the Building exterior of the Leased Premises. COUNTY shall not erect, nor permit to be erected on the Premises, any signs nor lighted decorations of any kind or nature without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or delayed.

XXVIII. ASSIGNMENT OR SUBLEASE BY COUNTY

COUNTY shall not assign or in any manner transfer this Lease or any interest therein or sublet the Leased Premises or any part or parts thereof, or permit occupancy by anyone without the prior written consent of LANDLORD. Consent by LANDLORD to one or more assignments of this Lease or to one or more sublettings of the Leased Premises shall not operate as a waiver of LANDLORD's rights under this clause. No assignment shall release COUNTY of any of its obligations under this Lease nor be construed or taken as a waiver of any of LANDLORD's rights hereunder. The acceptance of rent from someone other than COUNTY shall not be deemed to be a waiver of any of the provisions of this Lease or consent to any assignment or subletting of the Leased Premises. LANDLORD shall have the right to terminate this Lease in the event of COUNTY's failure to comply with terms of this Clause.

XXIX. AFFIRMATIVE ACTION POLICY

In accordance with Hennepin County's policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable Federal or State laws against discrimination shall be otherwise subjected to discrimination.

Further, if this Agreement is for a sum of over One Hundred Thousand Dollars (\$100,000) or is one of several contracts with LANDLORD within a twelve (12) month period totaling more than One Hundred Thousand Dollars (\$100,000) or is amended to exceed One Hundred Thousand Dollars (\$100,000) and a written exemption was not granted or was withdrawn by the COUNTY's Targeted Contract Services Division Director, LANDLORD and COUNTY agree that (1) "Hennepin County's Appendix Y" forms and is a part of this Lease Agreement as though fully set forth herein, (2) LANDLORD will furnish all information and reports required by the Hennepin County Affirmative Action Policy, and (3) LANDLORD shall adopt and comply with the Hennepin County Board's Equal Employment Opportunity/Affirmative Action Policies with regard to employment. If at any time during the lease term the basis of an approved exemption should change, LANDLORD shall inform the Director in writing within ten (10) calendar days from the date of the change.

XXX. PAPER RECYCLING

COUNTY encourages LANDLORD to develop and implement an office paper and newsprint recycling program.

XXXI. WAIVER OF COVENANTS

Failure of LANDLORD or COUNTY to insist, in any one or more instances, upon strict performance of any term, covenant, or condition of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of the term, covenant, condition, or option, but the same shall continue and remain in full force and effect. The receipt by LANDLORD of rents with knowledge of a breach in any of the terms, covenants, or conditions of this Lease to be kept and performed by COUNTY shall not be deemed a waiver of the breach, and LANDLORD or COUNTY shall not be deemed to have

waived any provision of this Lease until expressed in writing and signed by LANDLORD or COUNTY.

XXXII. MISCELLANEOUS

A. This Lease shall be binding upon and inure to the benefit of LANDLORD, its successors, and assigns and shall be binding upon and inure to the benefit of COUNTY, and to the extent assignment may be approved by LANDLORD hereunder, COUNTY's successors or assigns.

B. If any term or provision of this Lease, with the exception of those terms or provisions which pertain to the quiet enjoyment and occupancy of the premises by COUNTY for the intended business purpose, is deemed invalid or unenforceable by any recognized tribunal, including a certified mediator, arbitrator, or court of competent jurisdiction, the remainder of this Lease shall be valid and enforceable to the extent permitted by law.

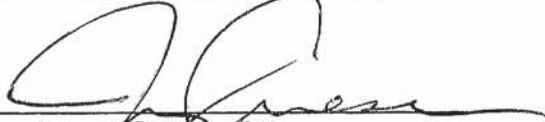
C. The captions in this Lease are for convenience only and are not part of this Lease.

D. This Lease is declared to be a Minnesota contract, and all of the terms hereof shall be construed according to the laws of the State of Minnesota.

LANDLORD, having signed this Agreement, and the Hennepin County Board of Commissioners having duly approved this Lease Agreement on the 20th day of Aug, 2002, and pursuant to such approval, the proper County officials having signed this Lease Agreement, the parties hereto agree to be bound by the provisions set forth herein. 2C

COUNTY OF HENNEPIN
STATE OF MINNESOTA

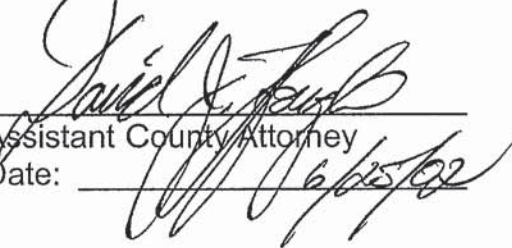
APPROVED AS TO FORM:


Assistant County Attorney
Date: 4/11/02

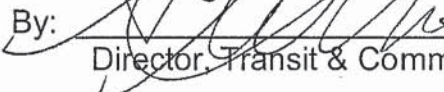
By: Mike Opat
An original document was personally signed by the
Chair of the County Board

And: RE Sandra L. Vayns
Assistant/Deputy/County Administrator

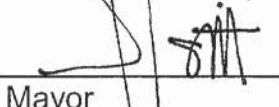
APPROVED AS TO EXECUTION:


Assistant County Attorney
Date: 6/15/02

ATTEST: Joseph A. Chumley
Deputy Clerk of the County Board

By: 
Director, Transit & Community Works

CITY OF WAYZATA

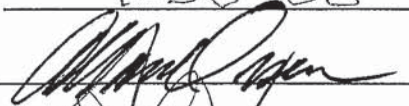
By: 
Mayor

And: Alan Olson
City Manager

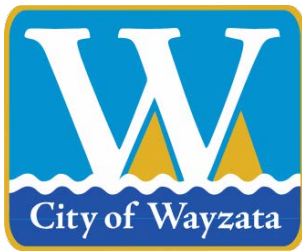
The City is organized pursuant to Plan A _____ Plan B _____ Charter ✓

Commencement date: 5-1-03

Termination date: 4-30-08

By LANDLORD: 

By COUNTY: 



City of Wayzata City Council Agenda Report

MEETING DATE: March 20, 2018	AGENDA ITEM: 7g
TITLE: Approval of Updated Communications Policy	
PROPOSED MOTION: To Approve the Updated Communications Policy	
PREPARED BY: Kristin Classey, Communications Specialist	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached draft Communications Policy Update.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

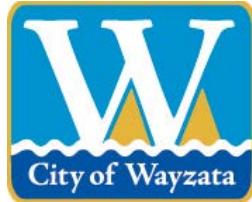
BACKGROUND:

Back in 2012, in order to improve overall communications the City created social media pages and drafted a social media policy. In April 2015, the Council approved a comprehensive Communications Policy for all city communications. The communications policy was created to assist staff on how to provide information from the City and promote City-sponsored events and activities to citizens. This updated policy reflects the current direction of communications and marketing efforts for the City of Wayzata.

This draft includes new language added for social media, information about requests for information, crisis communications, and updates on how communications are conducted. This policy was also reviewed by the City Attorney.

ATTACHMENTS:

1. Draft Updated Communications Policy (Redlined)



Communications Policy

Purpose and Scope

The purpose of this policy is to guide and govern official communications of the City of Wayzata in all forms those communications may take. ~~The City of Wayzata recognizes and values the importance of communications for our community, residents and visitors. The City strives to openly provide accurate and timely information in a professional manner in accordance with the laws regarding public information, records retention, and data practices.~~

Commented [A1]: Tried to combine and condense the similar language in this section.

Commented [A2]: Moved this to the end of the section.

This policy provides guidelines for all external City communications including:

- A. Requests by the public for information, including informal general requests, formal Data Practices Act requests, and media requests by the media.
- B. Official City communications, methods such as crisis communications, television/video communications, and mailing lists, and other electronic official communications.
- C. Use of City name and branding, including such as the official logo and use for of the City.

Commented [A3]: Used A, B, C here, thinking this could be the framework/guide for the parts of the policy

~~In general, all~~ The City of Wayzata communications ~~are intended to~~ should support the municipal government functions of the City, provide convenient and efficient access to information about the City of Wayzata, and promote City-sponsored events and services. City communications may also include promotions of events, programs and organizations in which the City has a direct financial involvement, or organizations or businesses with which the City is partnering to advance beneficial community initiatives, programs, services, or events. In all communications, the City should strive to provide open, accurate and timely information in a professional manner, in accordance with the laws governing public information, records retention, and data practices.

Commented [A4]: Should we have rules about how this is determined? Or leave to the City Manager?

This policy provides guidelines for all external City communications including:

- D. Requests for information including general requests, data practices, and media requests.
- E. City communication methods such as crisis communications, television/video communications, and electronic communications.
- F. Branding such as the official logo and use for the City.

Commented [A5]: Moved this up.

Unless designated otherwise in this policy, ~~t~~The City Manager and/or the City Manager's designee/s shall be responsible for implementing and enforcing this policy.

A. Requests for Information

1. General Requests

~~General requests for routine information from the public should be handled by the City employee whose~~ All City employees are responsible for communicating routine information to the public in relation to their specific job duties ~~are related to the request.~~ Requests for ~~extensive, non-routine, sensitive, non-public, confidential and/or~~ private data or information ~~outside the scope of an individual's job duties~~ should be ~~routed-referred~~ to the appropriate department head, ~~who can work with the or to the data practices authority~~ City Clerk as appropriate to determine how the request should be handled under the Minnesota Government Data Practices Act (Data Practices Act).

2. Data Practices Act Requests

Requests for information pursuant to the Data Practices Act should be directed to the City Clerk to process according to the City's Data Practices Act policy.

~~In order to comply with the Minnesota Government~~ Data Practices Act and the ~~City's~~ General Records Retention Schedule, all information posted by ~~a representative of~~ the City on a City social media page should be available and accessible in another form (such as on the City's website). Routine social media posts and comments by residents are considered "transitory correspondence," as defined by the Minnesota General Records Retention Schedule, ~~and should not be.~~ ~~These messages are not required to be~~ retained. However, any social media messages that are in nature of a complaint, grievance or similar more serious nature should be documented by using a "screen capture" and retained pursuant to the retention schedule.

Employees and public officials should notify the City Manager if they will be using their personal technology and email accounts (cell phones, home computer, cameras, etc.) for City business. Employees and public officials should not use their social media accounts for any City communications or business. Employees should be aware that City data transmitted or stored with personal technology and accounts may be subject to the Minnesota Government Data Practices Act.

Contact the City Clerk with questions regarding the Minnesota Government Data Practices Act, the City's Records Retention Schedule, and Data Practice Act requests.

3. Media Requests

~~With the exception of routine events or basic information that is readily available to the public and public safety emergencies, A~~all requests for statements, interviews or information from the media ~~should~~ are to be routed through-referred to the City Manager ~~or his/her designee.~~ ~~All news releases concerning City personnel will be the responsibility of the City Manager.~~ Media requests include

Commented [A6]: This gets into larger questions about social media and the DPA which we can discuss at another time. I've just edited for clarity...

Commented [A7]: I would move this to Electronic Communications section below

anything intended to be published or viewable to others such as television, radio, newspapers, newsletters, social media postings, and websites.

a. Communicating on Behalf of the City

~~In addition to the Mayor and City Council, only the City Manager, or his/her the City Manager's designee, are authorized or designated~~ to communicate on behalf of the City in media interviews, publications, news releases, on social media sites, and related communications via media. If designated to communicate on behalf of the City, the designee will endeavor to:

- ~~The designee shall~~ identify themselves as a City representative of the City or by their official title.
- ~~All information must~~ be respectful, professional, truthful, and accurate.
- ~~Mistakes: If an error is made, correct any mistakes in ions should be a~~ sincere and as timely manner as possible.
- ~~Do not~~ engage in speculation or provide personal opinions.
- ~~Do not~~ speak critically about the City or others involved in a matter.
- ~~Do not~~ speak on topics you that are off topic or for which authority was not given are not designated to speak upon.

- The Fire or Police Chief will be the spokesperson for emergency situations in which their departments are involved, such as fires, accidents, or other public safety emergencies unless notified designated otherwise by the City Manager ~~to the contrary.~~

Commented [A8]: Do we want to limit this to Mayor and City Manager?

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B. City Communication Methods

1. City Communications Generally

City Communications of a general nature, including information about the City of Wayzata, news, City-sponsored events and services, and beneficial community initiatives, programs, services, or events, shall be the responsibility of the City's Communications Specialist, working under the direction of the City Manager, and shall utilize the communication methods outlined below. All news releases concerning City personnel and sensitive matters will be the responsibility of the City Manager.

Commented [A9]: Does all this make sense here? Seems we need to say something about the City Communications generally and the CS's role...

2. Legal Notices

Legal and other official notices shall be posted and given as required by law, but the Communications Specialist shall work with the City Clerk to ensure such notices are available to the public on other appropriate communications channels of the City.

3. Content Standards

Content produced and used by the City in all communications channels shall follow the standards of this policy and any additional City communications and marketing strategies.

4. Crisis Communications

When ~~negative or volatile~~ an urgent, sensitive and/or crisis situations occurs, the City Manager will work with ~~his/her designee~~ the City's Communications

Specialist to ~~come up with~~ prepare, implement and follow an action plan to handle the crisis in the best possible way for the City, including:

- Determining what staff members or elected officials are involved in the story/situation.
- Updating the Council, City Attorney and City staff, as appropriate, about the story/situation as soon as possible.
- Gathering as much background as possible about the situation.
- Monitoring the situation through social media, if needed.
- Determining what staff members are best suited to offer solutions and guidance.
- Determining who will be the public face for the City if the media is requesting comment, if not the City Manager.

2.5. Television/Video Communications

- The Communications Specialist will oversee the ~~production of~~ video content that can be used on the City's website, social media, and the City's television channel.
- Videos ~~that are~~ produced regularly should include Wayzata Planning Commission meetings, City Council meetings, and a monthly City news program to convey upcoming information called "Ask the Mayor."
- Other outside programming that the City should ~~will provide~~ on the City's television channel includes Wayzata Historical Society programs and any other special City meetings.

3.6. Electronic and Online Communications

The City of Wayzata should ~~provides~~ a variety of City-sponsored and controlled channels of electronic and online communications to provide information from the City and to promote City-sponsored events and activities. These channels should be reviewed and updated from time to time as determined by the City Manager for effectiveness and appropriateness. Presently, these communication channels include:

- City websites (wayzata.org, wayzatabarandgrill.com, and wayzatawineandspirits.com)
- City social media pages (facebook.com/cityofwayzata, facebook.com/wayzatabarandgrill, facebook.com/wayzatawineandspirits, facebook.com/WayzataPD, and twitter/WayzataPoliceMN, and twitter.com/WayzataMNGov, twitter.com/wayzataliquor, twitter.com/wayzatabargrill, and Nextdoor)
- City newsletters and email subscriptions (*The Portal* and *The Patrol, Wayzata Weekly*)
- Municipal cable channel Wayzata Community Television (WCTV) including the streaming and OnDemand website wayzatacommunitytv.org.

The City reserves the right to shut down any of its social media sites, website accounts, and any other electronic communications for any reason without notice.

a. Content Parameters

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Commented [A10]: I think this idea is covered above

Commented [A11]:

~~The City of Wayzata will design, implement and manage its communication resources as part of its overall communications and marketing strategy. The City reserves the right to shut down any of its social media sites, website accounts, and any other electronic communications for any reason without notice.~~

Commented [A12]: I think we'd want the parameters to apply to all content, so I've moved up

b.a. Website and Social Media Accounts

The City of Wayzata shall maintain an official website for the City, ~~which for the purpose of providing the public with accurate and timely information, communicated in a professional manner, and in accordance with the standards below and the laws regarding public information and data practices. The website should also provide informational resources about the City, and serve as a public information resource that gives a~~ high level overview of the organizational mission, structure, and operation of the City. The City may also maintain social media accounts and pages, which shall ~~be governed by the follow similar standards as same provisions of this policy applicable to the website but that have more limited informational role.~~

Commented [A13]: Covered below

~~Unless specified in this policy or authorized by the City Manager,~~ Employees, departments and facilities of the City may not create independent websites or social media accounts, and pages related to the City.

The City's Communication Specialist will determine what information shall and shall not be placed on the City's website and social media accounts in accordance with this policy.

i. City of Wayzata Website Mission

- Provide access to information about City of Wayzata services, programs, business units, and activities, City officials and staff, government issues and local government process, and public facilities;
- Encourage community members to participate in City government;
- Offer information in a professional,~~a~~ effective and time-efficient manner;
- Manage the links and material on the website to ensure that the City's information is easily discernible; and
- Promote the community brand of the City of Wayzata to strengthen the desirability of the City as a destination and premier tourist attraction in the metropolitan area.

Commented [A14]: Do we want to tie any goals/guidance of the strategic plan or the Comp Plan?

ii. Event Calendar Policy

The City of Wayzata will maintain an official calendar of the City, and make it available on the City website and other appropriate

channels. The calendar will only include the following types of events:

1. City government events (e.g. Council, Board and Commission meetings);
2. Events that the City officially sponsors;
3. Relevant meetings of any non-City government agency; and
4. Events open to the general public for which the City approves a special event permit and/or approves the use of public right-of-way or City property.

Commented [A15]: Should this be at the discretion of the City Manager as to whether these things get posted?

iii. Website Domain Name and Primary Online Information Source

The City's official website shall be located at www.wayzata.org and shall remain the City's primary online medium for communicating information to the public. The City may acquire and maintain other domain names that redirect to the City's official website.

iv. Website & Social Media Content Parameters

The City's official website and its associated content should focus on significant City interest areas and be organized in a manner that avoids ambiguities and/or conflicting information across the City's various communication mediums, including City social media pages.

Wherever possible, timely and newsworthy content posted by the City to the official City of Wayzata website will also should also generally be shared on the City's social media pages unless not appropriate for the nature of the communication channel.

Commented [A16]: It seems we wouldn't want to require everything posted to the City's website (e.g., minutes, new ordinances, etc., legal notices) posted to social media, right?

Wherever possible, content posted to City of Wayzata social media pages should contain links directing users back to the City's official website for in-depth information, forms, documents or ~~online~~ services ~~necessary to conduct business with~~ related to the City of Wayzata.

The City's official website and social media accounts should be consistently branded with the identity guidelines and logo standards for the City in order to communicate a clear association with the City. This should include the inclusion of the official City logo, the official website colors and font style format.

Commented [A17]: Branding covered below, but not bad to mention here too

Administration and use of the City website and social media accounts must comply with applicable laws, regulations and policies, as well as best practices. The official City website and social media accounts may not be used by any City employee, ~~or~~ City representative, public official or member of the public for private or personal purposes, or for the purpose of expressing private or personal views on personnel, political or policy issues.

The official City website and social media accounts ~~shall~~ may not be used by the City or any City employee, ~~City or~~ representative, public official or member of the public to disclose sensitive and/or confidential information, such as personal or private information about ~~City employees~~ anyone.

Website content and social media page and posts and comments may not contain any of the following ~~content~~:

- i. Content that is of an editorial or biased nature or that is not produced by an official organization /unit of government;
- ii. Comments in support of or opposition to political campaigns or ballot measures;
- iii. Profane language or content;
- iv. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- v. Sexual content or links to sexual content;
- vi. Solicitations of commerce;
- vii. Conduct or encouragement of illegal activity;
- viii. Information that may tend to compromise the safety or security of the public or public systems;
- ix. Content that violates a legal ownership interest of any other party;
- x. Any harassing comments; and
- xi. Any media content or image that could be deemed suggestive, subjective or offensive in nature as inappropriate to all audiences.

Commented [A18]: There is some overlap with the above, but no biggie if all this detail is helpful in managing content and public comments

v. Links Policy and Notices

~~The purpose of the City of Wayzata website is to provide information about the City's government, services and attractions.~~

The City ~~will~~ shall not provide web space to other businesses or organizations but may instead link to other pages provided such linking is in compliance with this policy as external links. ~~The City's official website may provide links to other external websites only that complement, enhance or add to this information.~~ The City shall include a notice on the City website (<http://www.wayzata.org/358/Disclaimer>) and accompanying such external third party links to the effect that the City is not responsible for and does not endorse the information on any linked website unless the City's website states otherwise, and any other notice and disclaimer recommended by the City Attorney.

The City of Wayzata official website should externally link only to related government organizations and nonprofits that provide

services and information that support the functions and services that the City provides. External links should open in a new window. In general, external links would be limited to the following:

- Organizations the City supports financially;
- Organizations in which the City participates through joint powers agreements;
- Organizations in which the City has a membership;
- Organizations with which the City is partnering to advance a particular initiative or program;
- Other government entities and quasi-government entities, such as watershed and park districts;
- Public education institutions and their extension services;
- Public utilities that serve the City of Wayzata;
- Social media sites on which the City communications department has established an official City social media page;
- Websites of private contractors hired by the City of Wayzata to provide a City service such as garbage collection; and/or
- Listing of faith community organizations in Wayzata.

~~The City does not endorse or provide preferential treatment to any third party websites or associated organizations or persons. Since the City does not control third party external websites, it does not warrant that third party websites are accurate or reliable or that they have operational links. The user acknowledges and agrees that the City is not liable in any way for the content, accuracy, reliability, viewpoints, policies, or products provided by these external resources.~~

Commented [A19]: Language directed to users of the website should go on the website/third party link notice...

The City ~~reserves the right may~~, at any time and without notice, ~~to the following:~~

- ~~1. Deny a link that does not meet the criteria set forth in this policy.~~
- ~~2.1. Deny or discontinue~~ Remove an external link ~~at any time~~ if the linked website provides or promotes false, slanderous, illegal, infringing or incorrect information.
- ~~3.2. Remove any~~ external link if the nature of the organization to which the link relates no longer complies with ~~the city's external link is~~ policy.
- ~~4.3. Revise this policy without prior notice when the City considers such revision to be in its best interests.~~

Commented [A20]: I think this is covered above; we can't link unless it meets the policy standards

vi. **Notices and Disclaimer**

The City of Wayzata website and social media sites shall include the notices and disclaimers consistent with best practices and as recommended by the City Attorney.

vii. **Copyright**

The City will retain copyright and other intellectual property rights in all content it produces for the official City website and social media pages, including all text, graphics and images, unless otherwise noted. Content generated by others who are not employees, or independent contractors developing the content as work made for hire for the City of Wayzata, will be used only if the City has obtained prior, written permission to use the content. The City will use appropriate notices for all City-owned and third party content.

viii. **Removing Social Media Content**

Any content posted by others on the City's official website or via social media accounts that is not in accordance with this policy shall be removed promptly after a screen shot of the page is captured.

C. Use of City Name, and Branding and Style Guidelines

City communications should include the City of Wayzata name and official logo. For letters and similar communications written by City employees, official letterhead should be used, along with the name, title of the person writing the communication and/or a designated City contact for any questions about or responses to the communication.

Logo

The official logo of the City of Wayzata is for the exclusive use of the City of Wayzata, and should not be used with any non-City communications or uses. ~~It should not be modified or altered in any way.~~

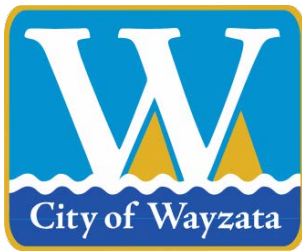
~~The City of Wayzata contracted to update branding guidelines in 2018. City e~~Employees should ~~are to~~ follow the 2018 branding guidelines (available here [insert link]) that outline how to properly use the logo, what text font and style is to should be used for City communications, documents and other City resources, business items such as email signatures, letterhead, envelopes, and business cards. The logo is an important identifier for the City, including official communications, signage, marketing and brand recognition, and should not be altered or modified.

Commented [A21]: Said below...

Updates

This policy should be reviewed and updated from time, particularly as technology and channels of communications change, so that it best serves the larger communication goals of the City

Revised and Updated _____ March 12, 2018



City of Wayzata City Council Agenda Report

MEETING DATE: March 20, 2018	AGENDA ITEM: 7h
TITLE: Approval of SEH Contract for the Reconditioning of Water Tower	
PROPOSED MOTION: To Approve the Professional Services Contract with SEH for the Design, Inspection, and Contract Administration Services for the Reconditioning of the City's Water Tower	
PREPARED BY: David Dudinsky; Director of Public Service	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached Professional Services Agreement with SEH for the reconditioning of the City's Water Tower.

FINANCIAL OR BUDGET CONSIDERATION:

The reconditioning of the City Water Tower is budgeted in the Water CIP. The design, construction, administration, and warranty Inspection totaling \$33,500 is based on a lump sum basis. Inspection services are on an hourly basis totaling \$29,100 with a not to exceed without authorization. The total proposed agreement amount is \$62,600.

BACKGROUND:

The City's Water Tower was last reconditioned in 2001. On average, our water tower has been reconditioned around every 15 years or so. Our Water Tower was last inspected in 2014 recommending the tower be reconditioned within the next four to six years.

City Attorney David Schelzel reviewed the SEH agreement. He suggested many legal revisions that SEH agreed to incorporate into the attached Professional Services Agreement.

ATTACHMENTS:

1. Professional Services Agreement with SEH for the reconditioning of the City's Water Tower



Building a Better World
for All of Us®

January 30, 2018

RE: Elevated Water Storage Tank Interior and
Exterior Rehabilitation
City of Wayzata, Minnesota
SEH No. WAYZA 138550 14.00

Dave Dudinsky
Director of Public Service
299 Wayzata Boulevard West
Wayzata, MN 55391

Dear Dave:

As per your request, the City of Wayzata is in need of Full Service design, inspection, and contract administration services for the reconditioning of the City's water storage tank located at 403 West Gardner Street. Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit a proposal to provide these services. This proposal includes our project approach; including scope of work, key personnel and project fees.

Our team's many advantages include extensive water tank construction and coatings inspection experience throughout the Midwest region. In addition, SEH is unique among Minnesota engineering consultants in that we employ in-house Protective Coatings Management personnel, including personnel with prior contractor work experience who work within the SEH Water Engineering Practice Center. This expertise has translated into numerous awards from the American Council of Engineering Companies (ACEC), related to tower reconditioning.

PROJECT UNDERSTANDING

SEH has visited the tank and has reviewed the information provided in the inspection report as completed by SEH in 2014; the basis of which has been used in part by SEH to determine the scope of work for this project. We believe having reviewed the information and recommendations and having discussed them with you, we understand your project expectations, the work required for this facility, and your scheduling needs to provide a successful project outcome.

PROJECT TEAM

All proposed services will be completed by SEH. The Project Manager will be Chris Wolfgram, who brings more than 10 years of contractor experience specializing in protective coatings application and project management. Chris provides a unique knowledge to rehabilitation projects due to past experience working for rehabilitation contractors. This knowledge assists with contractor scheduling and logistics, foresight of project complications to reduce or eliminate potential change orders prior to the bid phase and contract work, and the level of critical inspection required to successfully complete a project while providing value to the owner in reducing inspector fees. The Project Engineer will be Chad Katzenberger, PE, with more than 12 years of experience in water distribution planning and specification development for water storage reconditioning.

With respect to project inspection, it is our intent to provide the City with a NACE Certified inspector working under the direct supervision of a NACE Level III Certificated inspector. This individual shall also have an American Welding Association (AWS) certification and/or training and be working under the direct supervision of a structural engineer or Certified Welding Inspector (CWI), as applicable to the final project scope.

Additional team members include Dan Zienty, a Principal and Senior Project Design Leader with more than 20 years of experience in protective coatings and telecommunications, and coatings expert Joe Cesarek with more than 40 years of protective coatings experience.

PROJECT APPROACH

SEH will work directly with City staff to implement the recommendations as outlined.

After discussion with the City and review of the inspection report, the scope of work incorporates complete rehabilitation of the interior immersion (wet) surfaces of the tank; this includes abrasive cleaning to meet an SSPC SP-10 Near White, to be followed by a three-coat application of a zinc primer and two coat epoxy-polyamide coating system in accordance with ANSI/NSF standard 61. Respective of the tanks exterior, SEH recommends complete rehabilitation of the exterior surfaces of the tank; this includes abrasive cleaning to meet an SSPC SP-6 Commercial Blast, to be followed by a three-coat application of a zinc primer, epoxy polyamide intermediate coat, and polyurethane finish coat. Logo application with a fluoropolymer to promote color and gloss retention will be included. To avoid fugitive dust emissions and/or paint drift, a full-containment structure will need to be constructed.

SEH is well aware of the costs in completing a reconditioning project. Today's coating systems are formulated to last 15 to 20-years with periodic maintenance. However, success starts with attention to the initial preparation of the surface and application of the coating system. This is where inspection of the work becomes so important. Our approach to inspection is to provide the City with a trained NACE inspector; with a concentration of hours during the most critical phase of the project, surface preparation and prime-coat application. ***We believe that with the structural modifications being considered and time necessary on the back end for coating cure, the project's duration to Substantial Completion is 12 weeks.*** Please refer to our inspection schedule within the Scope of Work. SEH will further incorporate into the specifications project sequencing to an environment that will allow for a monolithic application of the coating system to promote long-term system service.

Finally, SEH will incorporate provisions into the specification requiring a two-year contractor warranty. SEH has included in this proposal, services for conducting the warranty inspection.

PROJECT SCHEDULE

Upon your authorization, SEH is ready to proceed. Below is our proposed schedule identifying our time-line for Engineering and Construction. The overall project schedule is based on the City's ability to remove this facility from service without detriment to its water distribution system or residents. As identified above, a formal timing of the project will be confirmed with City staff at the initiation meeting.

Aside from scheduling issues specific to demands on water distribution are those specific to the ambient conditions needed for proper coating application and cure. Therefore our schedule will take into consideration timing, sequencing of operations, and product selection, assessing those formulated with success in this region.

Event	Date
Consultant Selection	January 2018
Submit Draft Plans/Specifications for City Review	4 weeks from Notification to Begin
Advertise for Bids	4 Weeks
Bid Opening	1 Week
Project Award	3 Weeks from Bid Opening
Preconstruction Meeting	1 to 2 Weeks Prior to Project Commencement
Project Duration (<i>to substantial</i>)	12 Weeks

SCOPE OF WORK

I. Design Services

The work tasks and deliverables for this section shall include:

- Pre-design
 - Meeting to confirm the City's intent to follow/alter the recommendations prescribed.
 - Establish overall project requirements and objectives related to contractor procurement and schedule.
 - Provide revised engineers estimate.
- Specifications and Contract Documents
 - Prepare contract documents, drawings, and specifications, including both general conditions and technical sections as related to facility surface preparation and coating application (*Specifying systems in accordance with AWWA D102*), and structural modifications
 - Meet (1) with City staff to review plans and specifications (Maximum 2 iterations)
 - Submit final contract documents to the City for review and approval (Maximum 3 copies)
 - Provide permit application and specification to the Minnesota Department of Health (2)
 - *Permitting fee(s) reimbursed by the City of Wayzata
- Bidding Administration
 - Prepare advertisement for bid and submit to required publications
 - Provide response to bidder questions
 - Issue addenda, as applicable
 - Attend bid opening and prepare a tabulation of the bids
 - Review bids and prepare letter of award recommendation to the City

II. Construction Services

- Construction Administration
 - Assist City with preparation of Notice of Award, prepare and distribute contract documents
 - Review submittals and other pertinent documentation associated with the plans/specifications
 - Respond to contractor inquiries
 - Coordinate/facilitate pre-construction meeting

- Prepare change orders, as required
- Review monthly pay requests
- Coordinate and Facilitate weekly on-site progress meetings
- Provide bi-weekly progress meetings and status reports (summary)
- Prepare letter of final review and acceptance in coordination with the on-site inspector
- Complete/facilitate project closeout documentation
- Construction observation

Inspection and record keeping will be provided by a NACE Certified Coatings Inspector. **SEH proposes to provide Critical-inspection for this project as outlined below, and assumes six-day contractor work week and project duration of 12 weeks (limited to reconditioning operations).**

* *Critical inspection places an emphasis of observation time on operations related to surface preparation and prime-coat application. Inspections outside these operations are intended to be coordinated in cooperation with contractor or at the City's request.*

PROPOSED INSPECTION EFFORT

Operation	Week	Inspection Hours
Mobilization, Repairs/Modifications	1	20
Repairs/Modifications	2	13
Containment	3	5
Surface preparation/prime-coat application interior wet	4	33
Surface preparation/prime-coat application interior wet and exterior/intermediate coat interior wet	5	42
Surface preparation/prime-coat application exterior	6	33
Surface preparation/prime-coat application exterior	7	33
Intermediate coat exterior/finish coat interior wet	8	28
Intermediate coat exterior	9	9
Finish coat exterior	10	19
Finish coat exterior	11	19
Site Restoration/Punch List/System Chlorination	12	9
Total		263

During the project, SEH will perform the following tasks:

- Attend pre-construction meeting
- Prepare and file copies of construction activity reports
- Monitor field operations and testing in accordance with the specifications as related to:
 - Surface preparation and equipment
 - Coating application and equipment
- Work directly with residents and property owners, responding to construction related issues
- Assist the City with coordination of facility disinfection (contractor initiated)
- Prepare punch list at substantial completion
- Prepare final inspection letter to the contractor

III. Warranty Inspection

The deliverables and work tasks for a two-year warranty inspection in accordance with this section of the proposed specification shall include:

- Contacting the City approximately 6-months prior to the expiration date to verify our proceeding with contracted operations
- Coordinating with the City and SEH subcontractor (the R.O.V. method is proposed for interior investigation) the schedule for the inspection
- SEH notifying the contractor of the inspection date

Upon completion, a letter will be sent to the City and the contractor informing each party of the inspection results, recommended repairs, and a request for scheduling with the City any follow up work. SEH will rely on the City for access and operation of their facility as needed for completing the above operations.

Our fee does not include any necessary inspection of warranty repairs resulting from the above Warranty assessment. The City will be billed for the Warranty inspection following submission of the SEH result letter.

PROPOSED COST OF ENGINEERING SERVICES

SEH proposes to complete the tasks identified under Design Services and Construction Services for a fee of \$62,600. Additional services may be provided as authorized by the City of Wayzata.

Task	Amount
I. Design	\$15,300
Pre-design	\$1,600
Specifications and Contract Documents	\$10,500
Bidding Administration	\$3,200
II. Construction Services	\$47,300
Contract Administration	\$14,500
Inspection	\$29,100
Warranty Inspection	\$3,700
TOTAL COST	\$62,600

**Daily inspection fee based on 8-hour day - \$830.00 (Includes mileage)*

SEH proposes to provide Design, Construction Administration, and Warranty Inspection on a Lump Sum basis. Inspection services are proposed on an hourly not-to exceed basis without authorization from the City of Wayzata.

SEH reserves the right to submit for additional fees for services requested by the City. Further, additional change orders, as granted to the contractor, may require additional costs for administration and inspection by SEH.

SUMMARY

The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement. If you are in agreement with the terms, please return a copy of this Letter Agreement with proper signatures to our office, keeping a signed copy for your files.

If you have any questions regarding this proposal or the information contained herein, please contact Chris Wolfgram directly at 651.318.0360. We appreciate your consideration and look forward to continuing our working relationship with the City of Wayzata.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Chris Wolfgram
Project Manager – Protective Coatings



Robert L. Ellis
Principal, Central region Operations Manager.

dmk
Attachments

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Accepted this _____ day of _____ 2018

City of Wayzata, Minnesota

Accepted By: _____

Title: _____

Accepted By: _____

Title: _____

General Conditions of the Agreement for Professional Services

SECTION I - THE AGREEMENT

These General Conditions of the Agreement for Professional Services, together with the January 5, 2018 Letter Agreement for Professional Services, are hereinafter referred to as the "Agreement."

SECTION II - SERVICES OF CONSULTANT

A. General

1. Short Elliot Hendrickson Inc. ("Consultant") agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City of Wayzata ("Client") or the Consultant. The Basic Services are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of any services hereunder.

B. Schedule

1. The specific periods of time or dates for providing services are specified in the Project Schedule. Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the Project Schedule.
2. Changes in the scope, extent, or character of the Project, the Basic Services, or the time of performance and compensation for Consultant's provision of the Basic Services shall be agreed upon in writing by the parties. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then the parties shall agree in writing to any adjustment in schedule or compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client. In the event that Client submits a written objection to Consultant, then the parties shall mutually agree in writing upon the scope of additional services, additional compensation, and/or time extensions, if any.
2. Compensation for additional services shall be billed in accordance with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's performance of the Basic Services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of a third party for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate this Agreement upon 30 days written notice or mutually agreed upon in writing by the parties, an adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon 30 days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including undisputed charges for expenses and equipment costs then due.

SECTION III - CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide information regarding Client's requirements for the Basic Services and reasonable access to all public lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide Consultant with data related to the Basic Services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's performance of the Basic Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities providers with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities providers to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or Client's employees and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION IV - PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days from receipt of an invoice. Client must notify Consultant in writing of any disputed items within 15 days from receipt of an invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for undisputed amounts which are 30 days past due. Consultant reserves the right to retain Instruments of Service (defined in Section VII (A)(1), below) until all invoices are paid in full.
2. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all undisputed amounts are paid in full.

3. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting undisputed amounts owed by Client.
4. Should taxes, governmental fees or governmental costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
5. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due undisputed amounts without the necessity of any mediation proceedings.

SECTION V - GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Except for the Warranty Inspection in Section III of the Scope of Work, Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions nor for its means, methods or procedures of construction. The Basic Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, nor shall Consultant direct the use of, incorporate, or design processes that incorporate such substances, therefore, the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each

additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).

2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, unless such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION VI - DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation - Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation brought in the state or federal courts that lie in Hennepin County, Minnesota, and the parties agree to submit to the jurisdiction of the courts of the State of Minnesota.

SECTION VII - INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers, software or hardware, or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the

author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.

2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

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

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SECTION VIII - MISCELLANEOUS

A. Entire Agreement; Amendments.

1. This Agreement, and any exhibits referenced and documents incorporated herein, represent the entire integrated agreement between Consultant and Client 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 Client and Consultant.

B. Compliance with Laws; Ability to Perform.

1. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and orders. Consultant has in effect and will maintain in effect all permits, licenses, and other authorizations necessary for the performance of the Services. Consultant is not aware of fact or circumstance which would prevent Consultant from performance in accordance with this Agreement. Consultant represents and warrants that Consultant has the capability, experience, and means necessary to perform the Services contemplated by this Agreement, and that the Services will be performed using personnel, equipment, and material qualified and suitable to perform the Services requested.

C. Insurance.

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

D. Notices.

1. 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 Client: Wayzata City Hall
600 East Rice Street
Wayzata, MN 55391
Attention: City Manager

To Consultant: [name] [address] [address]
Attention: [name]

E. Independent Contractor.

1. Client and Consultant agree that the relationship created by this Agreement is that of independent contractor, and not of employer and employee, a joint venture or a partnership. The

Exhibit A-1
to Agreement for Professional Services
Between City of Wayzata, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 5, 2018

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. If after 90% of the estimated compensation has been earned and if it appears that completion of the Basic Services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted for the services performed after the effective date of the new rates.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

Consultant will invoice Client monthly for expenses, and Client shall pay all undisputed amounts within 30 days of receipt of an invoice.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

s:\uz\w\wayza\common\138550\version 3_exhibit a1-3rd.docx

Exhibit A-2
to Agreement for Professional Services
Between City of Wayzata, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 5, 2018

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

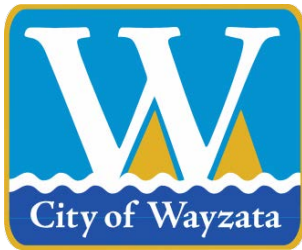
B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

Consultant will invoice Client monthly for expenses, and Client shall pay all undisputed amounts within 30 days of receipt of an invoice.

s:\uz\w\wayza\common\138550\version 3\exhibit a2-3rd.docx



City of Wayzata City Council Agenda Report

MEETING DATE: March 20, 2018	AGENDA ITEM: 8a
TITLE: Consider Tabling Resolution 11-2018 Approving a Conditional Use Permit for Verizon Wireless at 1000 Superior Blvd	
PROPOSED MOTION: Table Resolution 11-2018 until the April 3, 2018 City Council Meeting	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

The City Council should consider a motion to table review of the development application for Verizon Wireless until the April 3, 2018 City Council meeting.

FINANCIAL OR BUDGET CONSIDERATION:

The development application does not have any impact on the City's 2018 General Fund Budget.

BACKGROUND:

Application Overview

The applicant, Verizon Wireless, and the property owner, Norval Industries, have submitted a development application to construct a telecommunications facility for cellular antennas and associated equipment on the building located at 1000 Superior Blvd. The development application requests approval of a Conditional Use Permit (CUP).

City Council Review

The City Council reviewed the development application at its meeting on February 20, 2018. At the meeting, the City Council tabled action for 30 days to further investigate: (1) The Landing and Regatta as potential sites; (2) relocating the ground equipment on the current site; and (2) more information on the noise impact of the HVAC equipment.

The applicant and City staff have been working on completing the items requested by the Council, and are requesting the application be tabled until the April 3rd Council meeting. The additional time is needed to fully respond to the Council's questions, and would allow for review by the full City Council.

ATTACHMENTS:

1. Email from Applicant

Jeff Thomson

From: Jeff Thomson
Sent: Wednesday, March 14, 2018 5:42 PM
To: Jeff Thomson
Subject: FW: Verizon Wireless CUP Application Extension until April 3, 2018 - 1000 Superior Blvd.

From: Dorland, Anthony A. [mailto:anthony.dorland@lawmoss.com]
Sent: Tuesday, March 13, 2018 2:52 PM
To: Jeff Thomson <jthomson@wayzata.org>
Cc: 'Dresch, Amy' <Amy.Dresch@jacobs.com>; Cynthia Shuck <Cynthia.Shuck@verizonwireless.com>; Littlejohn, Jaymes D. <jay.littlejohn@lawmoss.com>
Subject: RE: Verizon Wireless CUP Application Extension until April 3, 2018 - 1000 Superior Blvd.

Jeff,

I understand that the City is considering moving Verizon Wireless's zoning application to the April 3, 2018, City Council meeting.

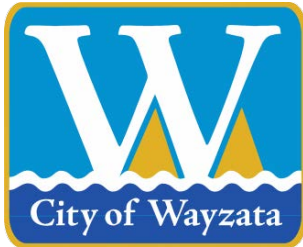
Pursuant to Minnesota Statutes Sec. 15.99, Subd. 3(g), Verizon Wireless hereby requests an extension of the time deadline until April 3, 2018.

Sincerely,

Anthony A. Dorland
Attorney for Verizon Wireless

Moss & Barnett
150 South Fifth Street
Suite 1200
Minneapolis, MN 55402
phone: (612) 877-5258
www.lawmoss.com

Notice: Important disclaimers and limitations apply to this email.
Please [click here](#) for our disclaimer and [here](#) for our privacy policy.



City of Wayzata City Council Agenda Report

MEETING DATE: March 20, 2018	AGENDA ITEM: 8b
TITLE: Consider Approval of Plans and Authorization to Solicit Public Bids for the Reconstruction of Wayzata Blvd/Superior Blvd Intersection	
PROPOSED MOTION: To Approve Plans and Authorize Solicitation of Public Bids for the Reconstruction of Wayzata Blvd/Superior Blvd Intersection	
PREPARED BY: Mike Kelly, City Engineer/Asst. Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

To approve the plans and authorize staff and WSB and Associates (WSB) to solicit bids through a formal, public bidding process for the reconstruction of Wayzata Blvd/Superior Blvd intersection.

FINANCIAL OR BUDGET CONSIDERATION:

Per the terms of the original development agreement with Presbyterian Homes, this project will be entirely funded by the Presbyterian Homes development through special assessment. As such, staff is currently working with Steve McDonald, the City's Consultant Finance Director, on whether the City provides funds on the front end through an internally funded loan or if it will have to issue bonds. A recommended finance plan will be presented in the near future.

BACKGROUND:

In January 2017, two intersections options were presented at a meeting with Benton Avenue residents and other adjacent property owners. Option 1 proposed to realign Wayzata Blvd at a 90-degree angle to Superior Blvd. Option 2 proposed to realign Superior Blvd at a 90-degree angle to Wayzata Blvd, across from Benton Avenue. Approximately 60 people were in attendance and a robust conversation was had regarding the proposed options.

In March 2017, staff updated the Council on the January meeting and responded to additional questions and concerns. As a result, SRF was asked to perform additional analysis of traffic flow in and around the downtown, to try to determine where motorists appear to be travelling to and from when passing through the Wayzata Blvd/Superior Blvd intersection. An origin/destination map was created for both eastbound and westbound travel which was presented at the June 6, 2017 City Council meeting.

On June 6, 2017, staff presented the two intersection configurations to the City Council for consideration. After a lengthy discussion, and resident input, the City Council directed staff to pursue construction of Option 2 by a 3/2 vote.

Following the June 6, 2017 City Council meeting, staff prepared a Request for Proposal (RFP) for design and construction services for the project. On August 10, 2017, the RFP was sent to six local engineering firms. The firms included Bolton & Menk, Inc., SRF Consulting Group, Inc., Stantec

Consulting Services, Inc., Sunde Engineering, PLLC, Westwood Professional Services, and WSB & Associates, Inc. The City Council awarded the contract for design and construction services to WSB at their September 5, 2017 meeting.

Staff and WSB & Associates has since held two meetings with the Benton Avenue neighborhood and other property owners adjacent to the proposed project. The first meeting was held on October 12, 2017. The meeting was attended primarily by Benton Avenue residents who provided staff with questions and concerns about the intended design of the project. The second meeting was held on January 18, 2018. At this meeting, staff and WSB presented 90% complete plans and again solicited comments to be considered in the preparation of final bid documents.

Construction is proposed to start in late-May or early-June and take approximately 10-12 weeks. The intersection is not proposed to be closed during construction. All work should be able to be done under traffic.

At this time, per Council direction and in order to move forward with the previously planned project, staff is requesting approval of the plans and authorization to finalize construction plans and solicit bids through a formal, public bidding process.

In addition to the draft advertisement and previous presentation materials, attached is recent input received from residents and community members regarding the proposed intersection.

ATTACHMENTS:

1. Draft Advertisement for Bid
2. Presentation materials from January 18, 2018 Open House
3. 90% Plan Set, dated January 14, 2018
4. Resident Input

ADVERTISEMENT FOR BIDS

WAYZATA BLVD AND SUPERIOR BLVD INTERSECTION IMPROVEMENTS

CITY PROJECT NO. STR-2018-01

FOR THE CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Wayzata at the office of the City Manager until 10:00 a.m. CDT, Thursday, April 19, 2018, at the City Hall, 600 Rice Street East, Wayzata, MN 55391, and will be publicly opened and read at said time and place by representatives of the City of Wayzata. Said proposals for the furnishing of all labor and materials for the construction, complete in-place, of the following approximate quantities:

5,000	CY	Common Excavation
9.200	SY	Remove Pavement
10,000	SF	Concrete Walk
4,000	TON	Aggregate Base
3,000	TON	Bituminous Paving
4,000	LF	Concrete Curb & Gutter
1	LS	Traffic Control Signal System

The provisions of Minn. Stat. 16C.285 Responsible Contractor are imposed as a requirement of this contract. All bidders and persons or companies providing a response/submission to the Advertisement for Bids/RFP of the City shall comply with the provisions of the statute.

The bids must be submitted on the Proposal Forms provided in accordance with the Contract Documents, Plans, and Specifications as prepared by WSB & Associates, Inc., 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416, which are on file with the City Manager of Wayzata and may be seen at the office of the Consulting Engineers or at the office of the City Manager.

Complete digital Proposal Forms, Plans, and Specifications for use by Contractors submitting a bid are available at www.questcdn.com. You may download the digital plan documents for a nonrefundable fee of \$25.00 by inputting Quest project #XXXXXXX on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Bids will only be accepted from Contractors who purchase digital Bidding Documents as specified above.

No bids will be considered unless sealed and filed with the City Manager of Wayzata and accompanied by a cash deposit, cashier's check, or certified check, or bid bond made payable to the City of Wayzata for five percent (5%) of the amount bid, to be forfeited as liquidated damages in the event that the bid be accepted and the bidder fail to enter promptly into a written contract and furnish the required bond.

No bids may be withdrawn for a period of forty-five (45) days from the date of opening of bids. The City of Wayzata reserves the right to reject any or all bids.

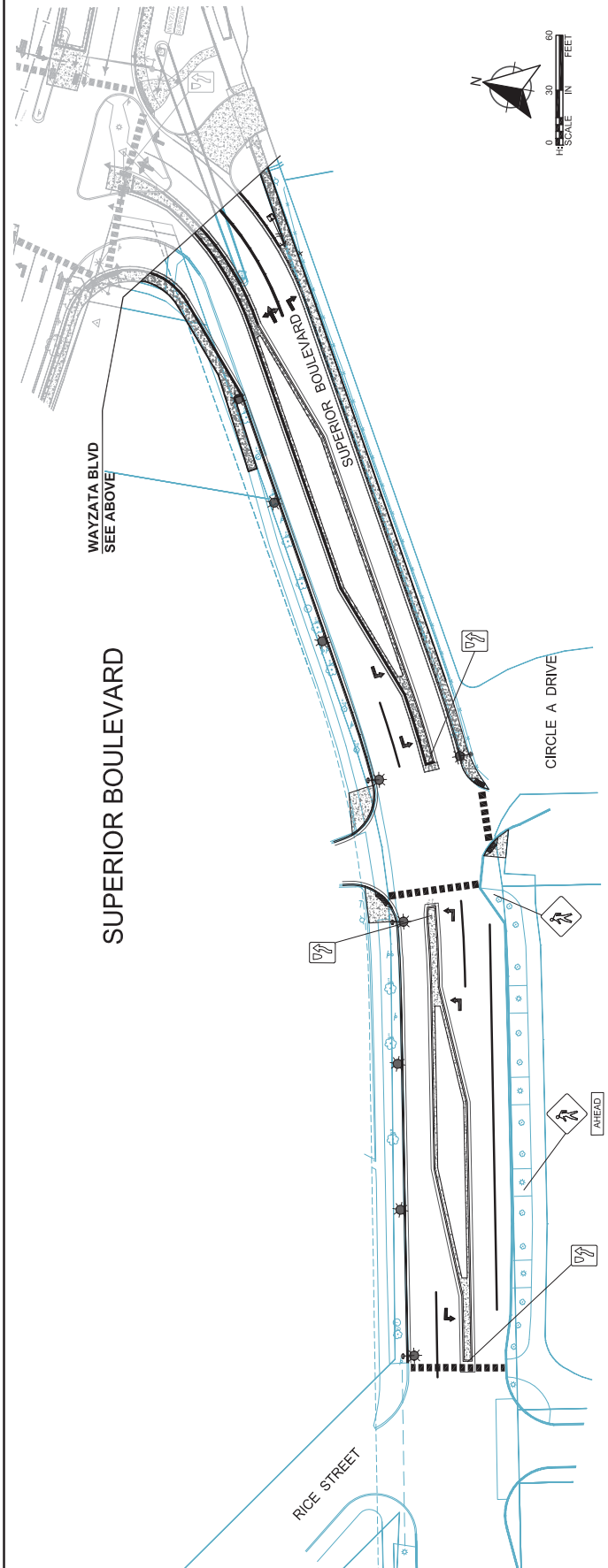
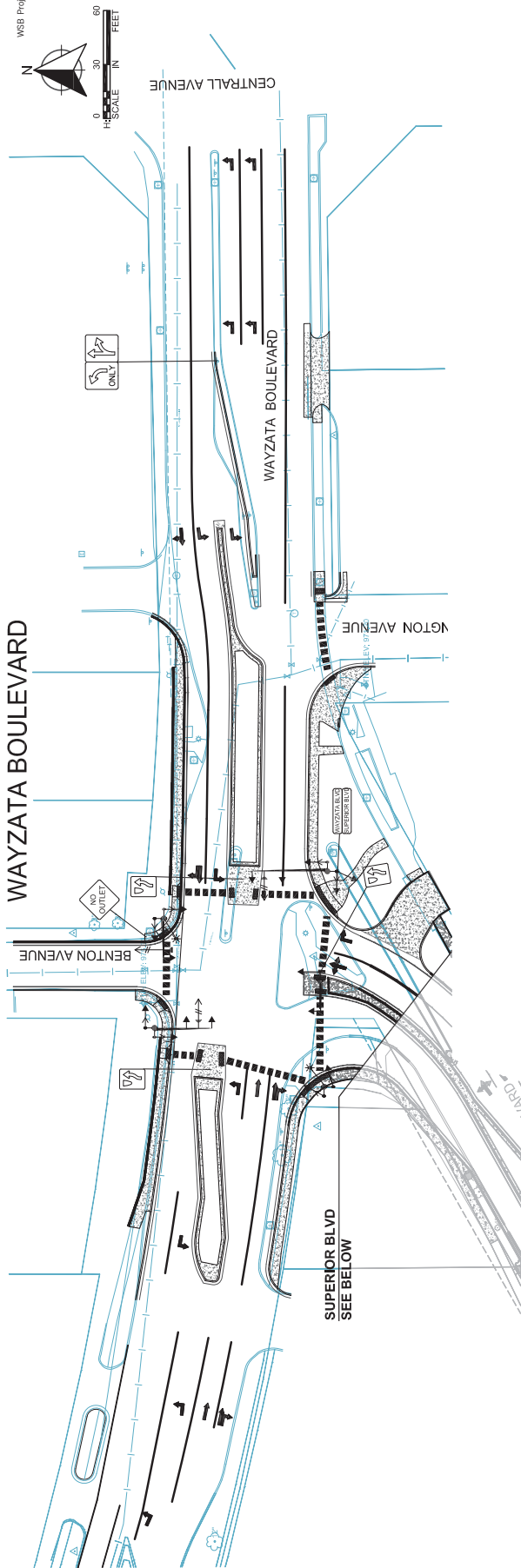
DATED: March 21, 2018

BY ORDER OF THE CITY COUNCIL

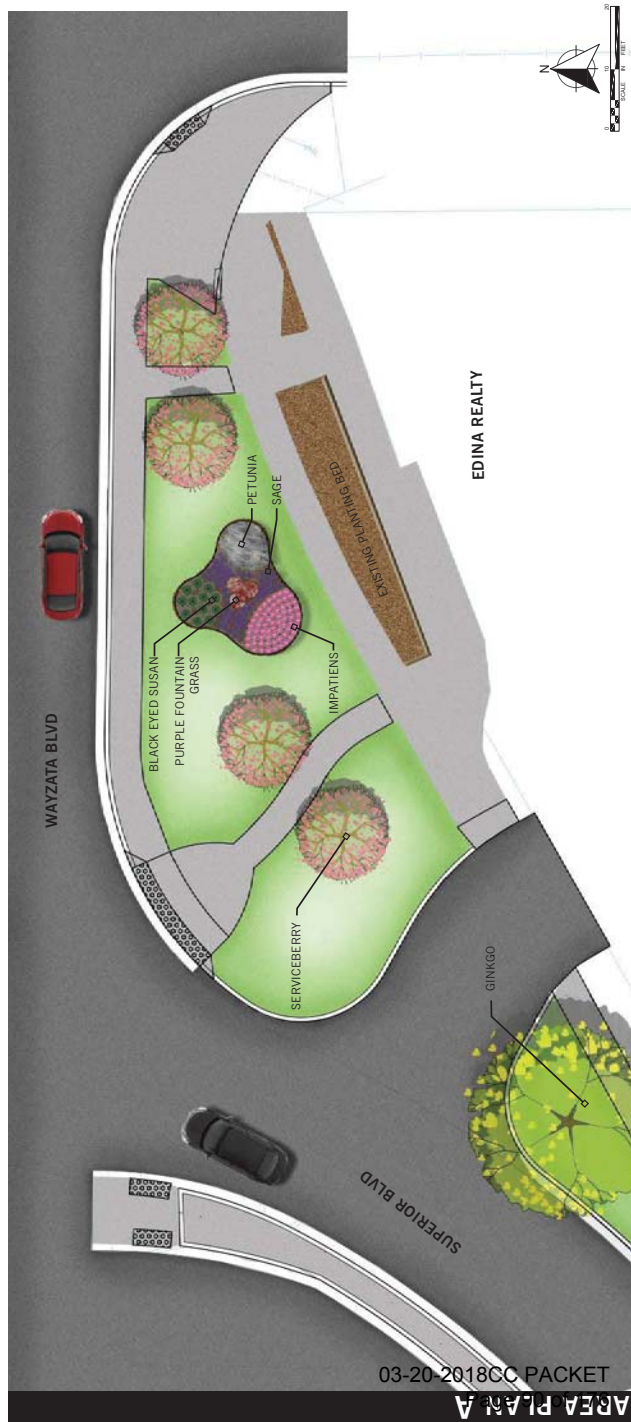
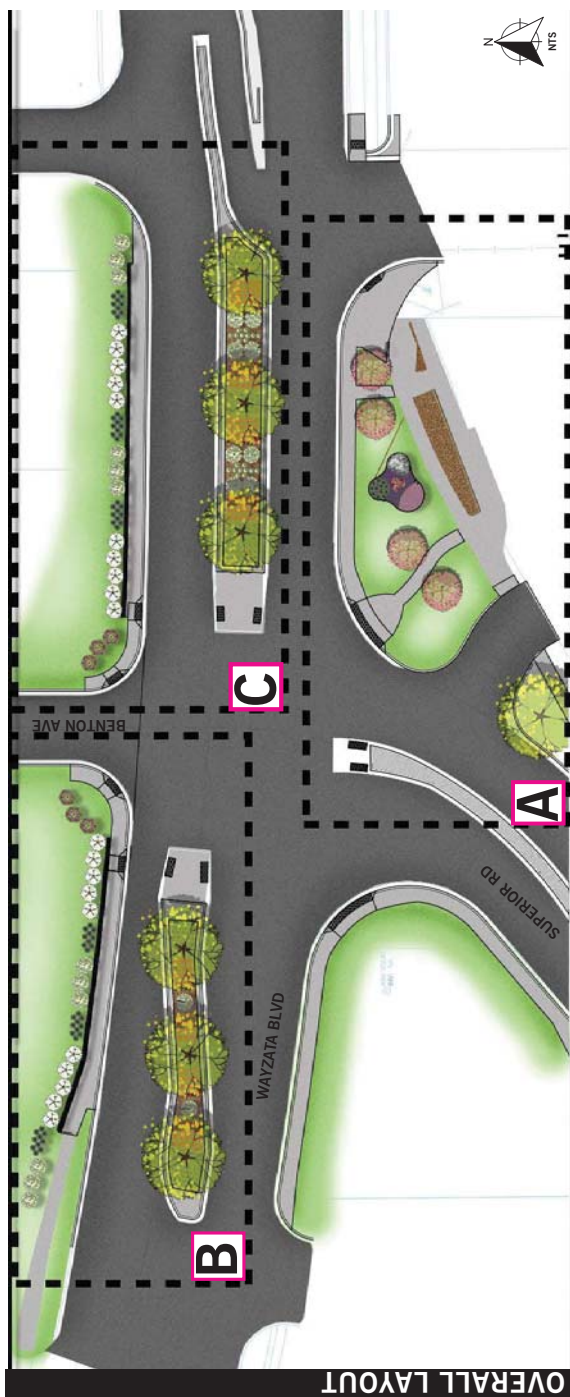
s/s Dave Dudinsky
Director of Public Service
Wayzata, MN

PUBLISHED IN THE: Sun Sailor
Finance & Commerce

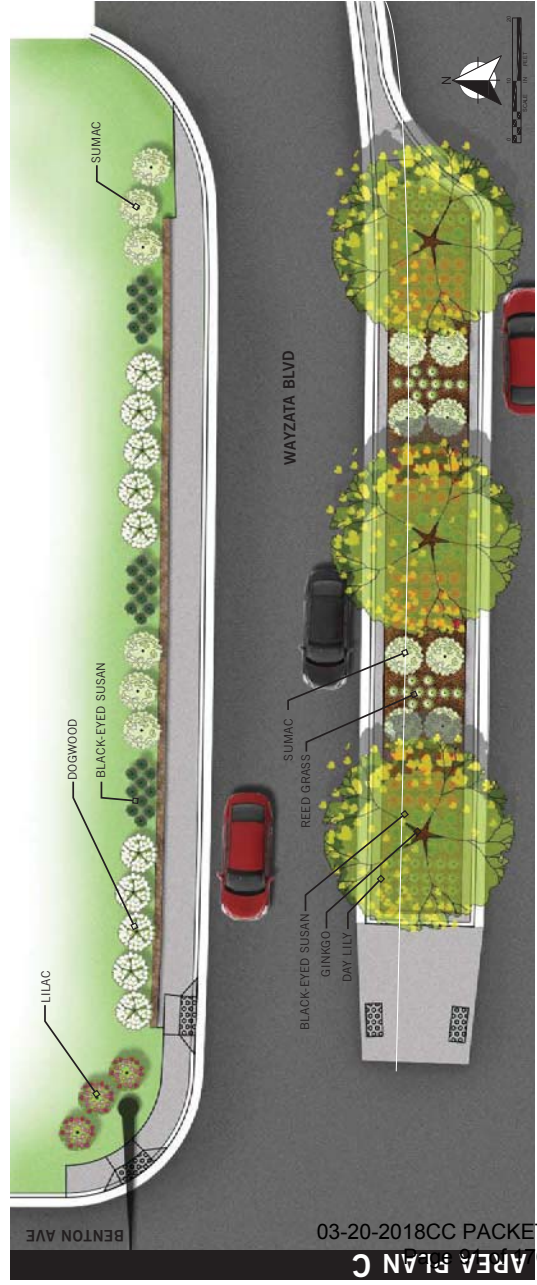
March 29, 2018
March 29, 2018 and April 5, 2018



Wayzata Boulevard & Superior St. Reconstruction LANDSCAPING



Wayzata Boulevard & Superior St. Reconstruction LANDSCAPING



PERSPECTIVE FROM SUPERIOR BLVD. LOOKING AT BENTON AVE.



INTERSECTION IMPROVEMENTS WAYZATA BLVD AND SUPERIOR BLVD CITY OF WAYZATA

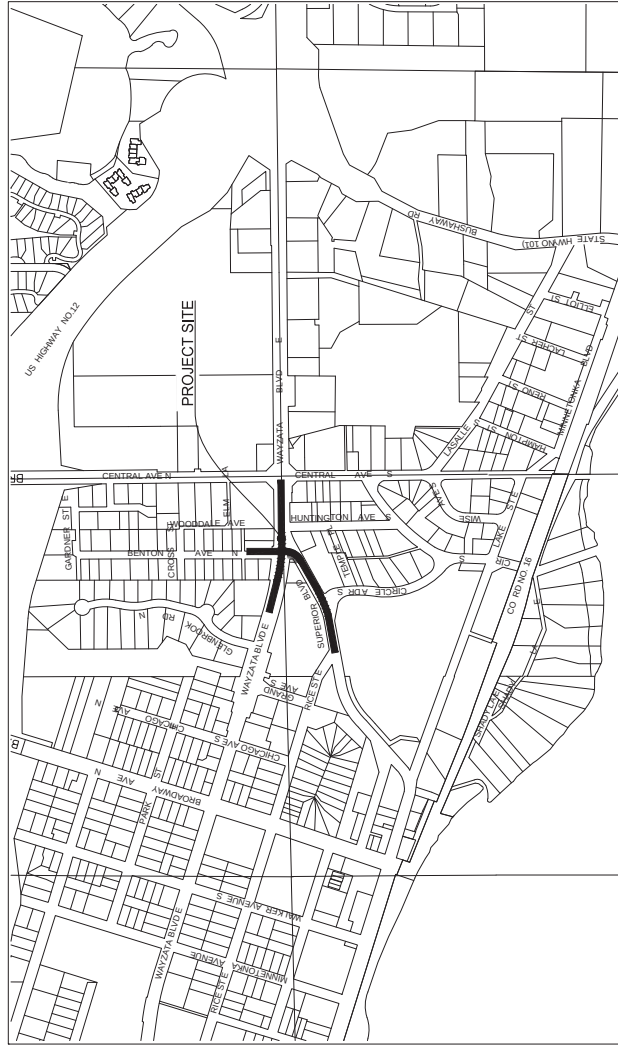
EXISTING PLAN SYMBOLS

- PROPERTY LINE RIGHT-OF-WAY
- UTILITY EASEMENT
- TREE LINE
- SEMI
- DECIDUOUS TREE
- SHRUB
- CONIFEROUS TREE

EXISTING UTILITY SYMBOLS

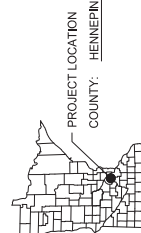
- FIBER OPTIC CABLE
- UNDERGROUND TELEPHONE
- GAS LINE
- UNDERGROUND CABLE
- CABLE TV
- OVERHEAD COMMUNICATIONS LINE
- OVERHEAD POWER
- UNDERGROUND POWER
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- OVERHEAD TELEPHONE
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- CATV VAULT
- POWER POLE
- ELECTRIC BOX
- CATCH BASIN
- STORM APRON
- STORM SEWER MANHOLE
- GATE VALVE
- HYDRANT
- SANITARY SEWER MANHOLE

CONSTRUCTION PLAN FOR STREET, SIGNAL, LIGHTING, RETAINING WALLS AND SIDEWALK IMPROVEMENTS



PROJECT LOCATION MAP

EXCAVATION NOTICE SYSTEM
A CALL TO GOPHER STATE ONE (857-454-0002) IS REQUIRED A MINIMUM OF 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION.



PROJECT LOCATION
COUNTY: HENNEPIN

GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.
ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

PLAN SET INDEX

SHEET NO.	TITLE SHEET	DESCRIPTION
1	GENERAL LAYOUT	
2	TYPICAL SECTION	
3-4	MISCELLANEOUS DETAILS	
5-6	MISCELLANEOUS DETAILS	
7-12	REMOVAL PLAN	
13-14	STREET AND UTILITY PLANS	
15-17	ISLAND DETAILS	
18-21	EROSION CONTROL	
22	SWPPP NOTES	
23-25	SIGNING AND STRIPING PLANS	
26	SIGNAL PLANS	
27-30	RETAINING WALL PLANS	
31	LANDSCAPE PLANS	
32-33	LANDSCAPE PLANS	
34-36	CROSS SECTIONS	
37-44		

THIS PLAN SET HAS BEEN PREPARED FOR:



CITY OF WAYZATA
600 RICE STREET E.
WAYZATA, MN 55391
(952) 404-5300

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



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

BRAD A. REIFSTECK, P.E.

DATE: 10/02/2018 LICENSE NUMBER: 477930

WSB PROJ. NO. 010640-000
CITY PROJECT NO. 2018-01
SHEET 1 OF 43



WSB PROJECT NO.:
010640-000

SCALE: AS SHOWN
DESIGN BY: BR
PLAN BY: MJ
CHECK BY: XXX

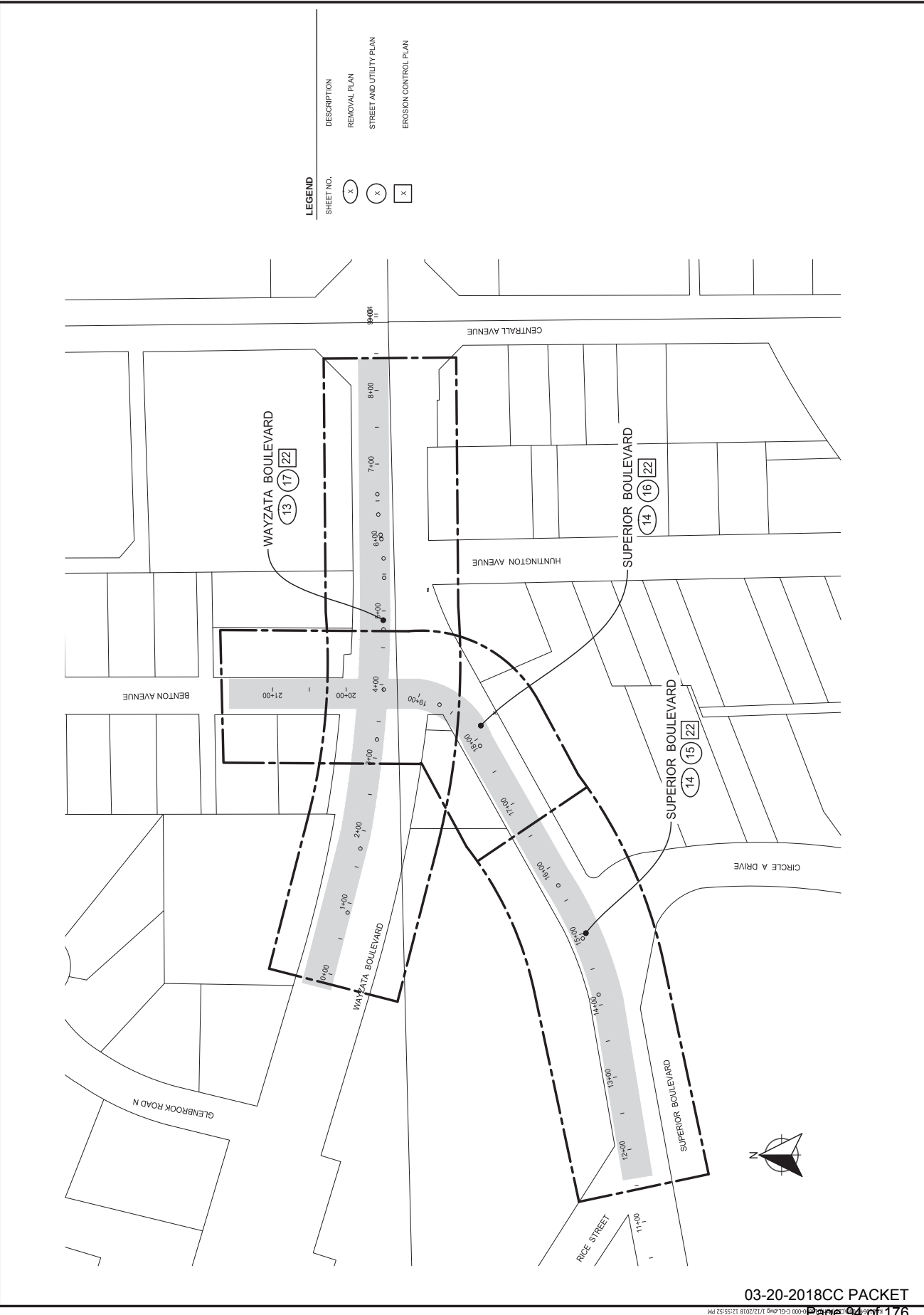
REVISIONS	
NO.	DATE DESCRIPTION

DATE: 01/04/19
L.C. NO.: 47930
BRAD A. REIFSTECK
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION,
OR REPORT WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER UNDER THE
LAWS OF THE STATE OF MINNESOTA.

CITY OF WAYZATA
BLVD IMPROVEMENTS
WAYZATA BLVD-SUPERIOR

GENERAL LAYOUT

SHEET
2
OF
43



LEGEND	
SHEET NO.	DESCRIPTION
(X)	REMOVAL PLAN
(X)	STREET AND UTILITY PLAN
(X)	EROSION CONTROL PLAN



SCALE: AS SHOWN
DESIGN BY: BR
PLAN BY: MJ
CHECK BY: XXX

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DATE: 01/04/18 L.C. NO: 47930

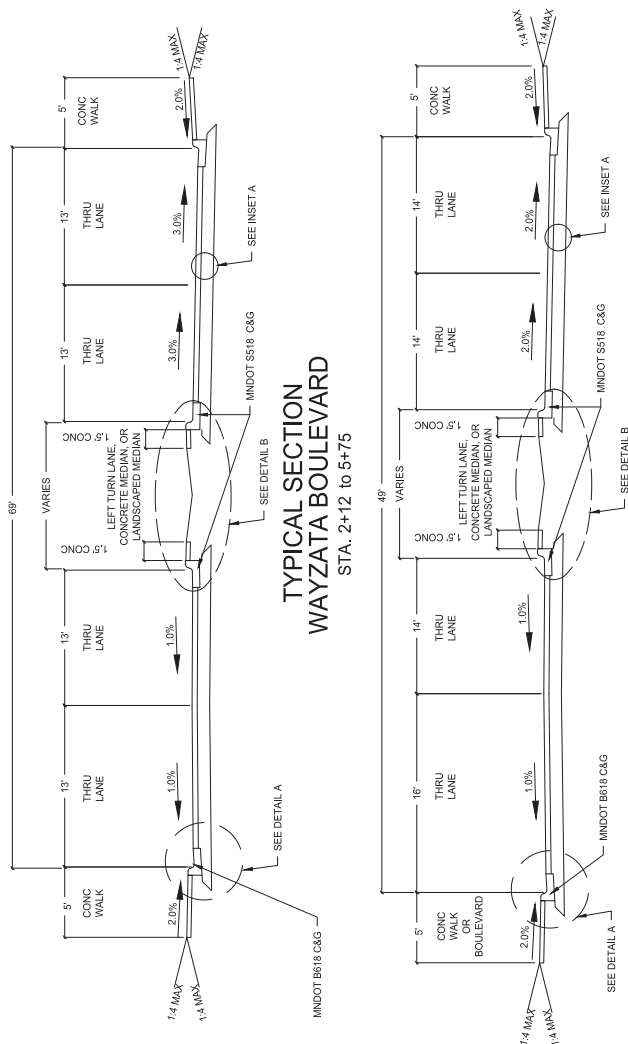
BRAD A. REIFTECK

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

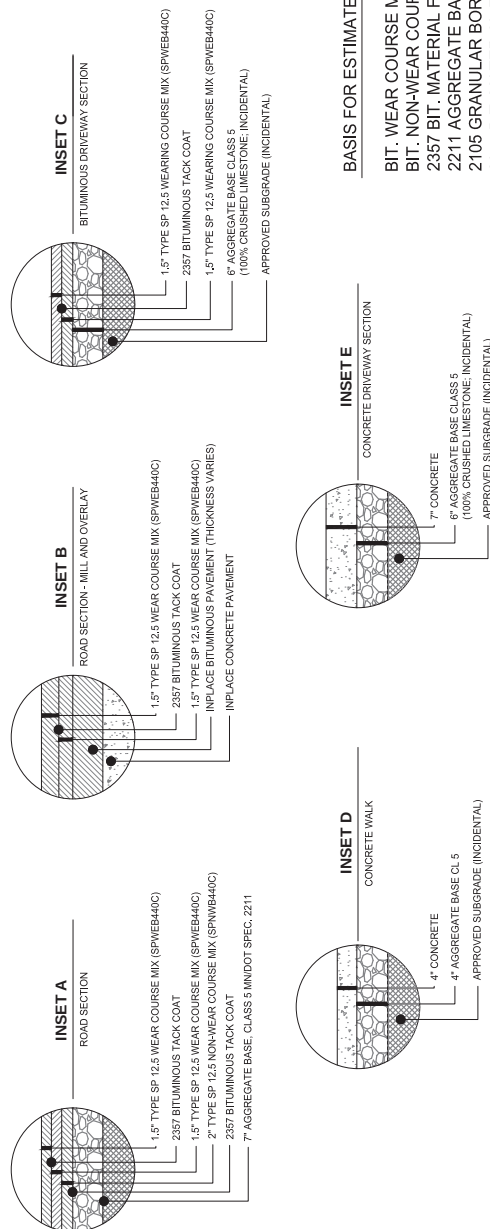
TYPICAL SECTIONS

SHEET
3 OF 43

UNLESS OTHERWISE SPECIFIED, THE GRADING
GRADE CROSS SLOPES WILL BE THE SAME AS THE
PROPOSED DRIVING SURFACE.

TYPICAL SECTION
SUPERIOR BOULEVARD

STA. 12+00 to 19+52



BASIS FOR ESTIMATED QUANTITIES:

113 LBS/SQ YD PER INCH THICKNESS	BIT. WEAR COURSE MIXTURE
113 LBS/SQ YD PER INCH THICKNESS	BIT. NON-WEAR COURSE MIXTURE
0.1 GAL/SQ YD PER LIFT APPLIED	23537 BIT. MATERIAL FOR TACK (W/O
105 LBS/SQ YD PER INCH THICKNESS	22211 AGGREGATE BASE CLASS 5
COMPACTED DRY DENSITY = 1.89 TON	21205 15" GRANULAR BORROW
0.05 GAL/SQ YD PER LIFT APPLIED	23537 BIT. MATERIAL FOR TACK



WSB PROJECT NO.:
010640-000

SCALE: AS SHOWN
PLAN BY: NJ
DESIGN BY: BR
CHECK BY: XXX

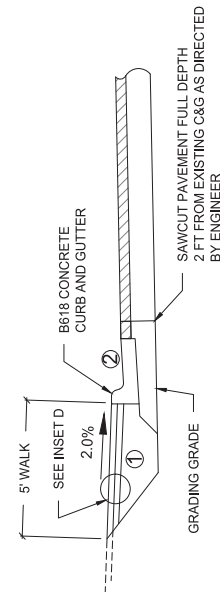
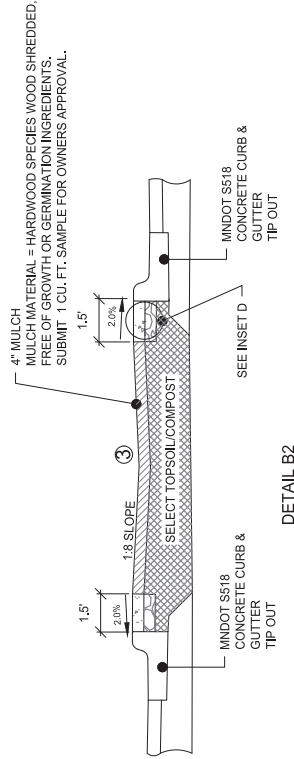
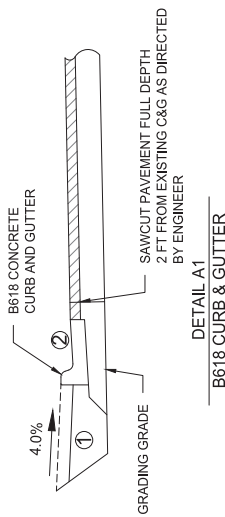
REVISIONS

DATE: 01/04/19
L.C. NO.: 47930
BRAD A. REIFSTECK
LANS OF THE STATE OF MINNESOTA,
DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER UNDER THE

WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

TYPICAL SECTIONS

SHEET
4
OF
43

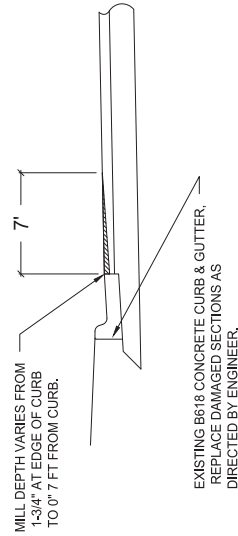


DETAIL A2
B618 CURB & GUTTER WITH CONCRETE WALK

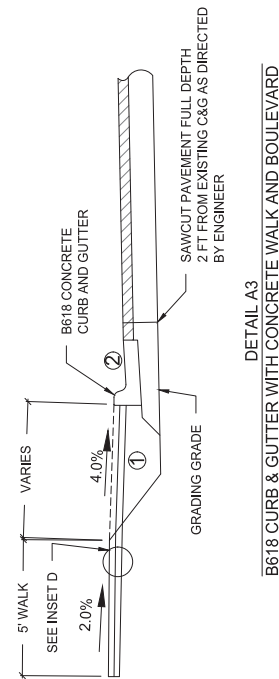
DETAIL B2
CURB AND GUTTER LANDSCAPED MEDIAN

NOTES:

- 1 BACKFILL WITH SUITABLE GRADING MATERIAL
- 2 GUTTER SLOPE SHALL FLOW SAME DIRECTION AS PAVEMENT. OUT FLOW GUTTER SHALL MATCH PAVEMENT SLOPE. INFLOW GUTTER SHALL BE AT 0.0025 F/FT SLOPE.
- 3 SEE LANDSCAPE PLANS



DETAIL C
EDGE MILL
SUPERIOR STREET (STA. 12+10 TO 14+60)



DETAIL A3
B618 CURB & GUTTER WITH CONCRETE WALK AND BOULEVARD



DATE: 01/04/18 L.C. NO: 47930

MISCELLANEOUS DETAILS

SHEET
6 OF
43

WATER SERVICE FOR IRRIGATION

NOT TO SCALE

ENCLOSURE DETAILS:
DIMENSIONS - 28 - 1/2" x 30" x 58"
COLOR - GREEN
FIBERGLASS BASE
ITEM # 03700.00 TP - 48 - 64 - 5 - M



WSB PROJECT NO.:
010640-000

SCALE: AS SHOWN
DESIGN BY: BR
PLAN BY: M J
CHECK BY: XXX

[illegible]

DATE: 01/04/18 LIC. NO.: 41930

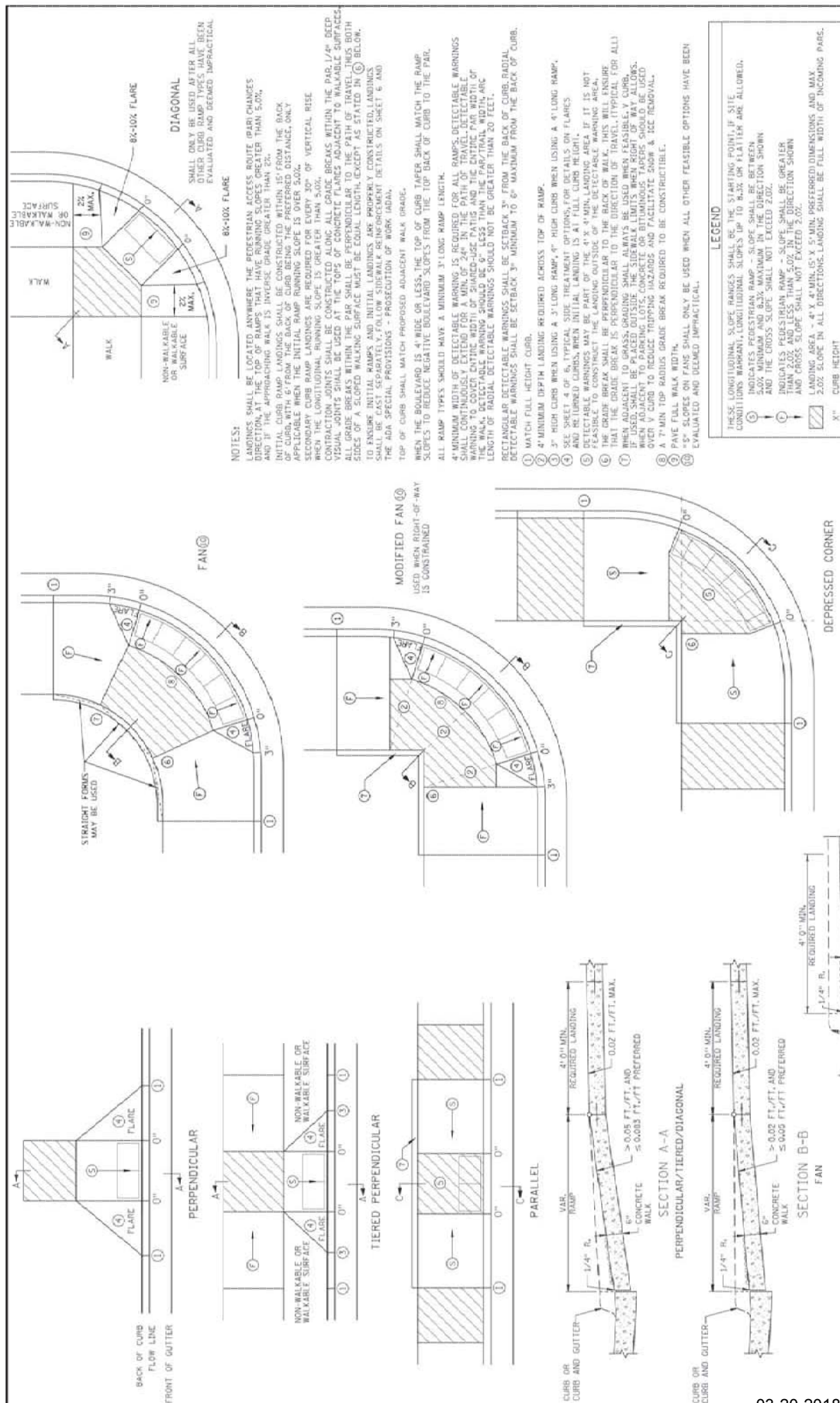
BRAD A. REIFSTECK

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

WYAZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WYAZATA

PEDESTIAN RAMP DETAILS

HEET
7 OF 43



PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250 1 OF 6

APPROVED:
1-23-2017

STATE ACTION ENFORCED

SECTION C-C
PARALLEL/DEPRESSED CORNER

100

APPROVED: JANUARY 23, 2017

03-20-2018CC PACKET

[illegible]

DATE: 01/04/18 L.C. NO: 47930

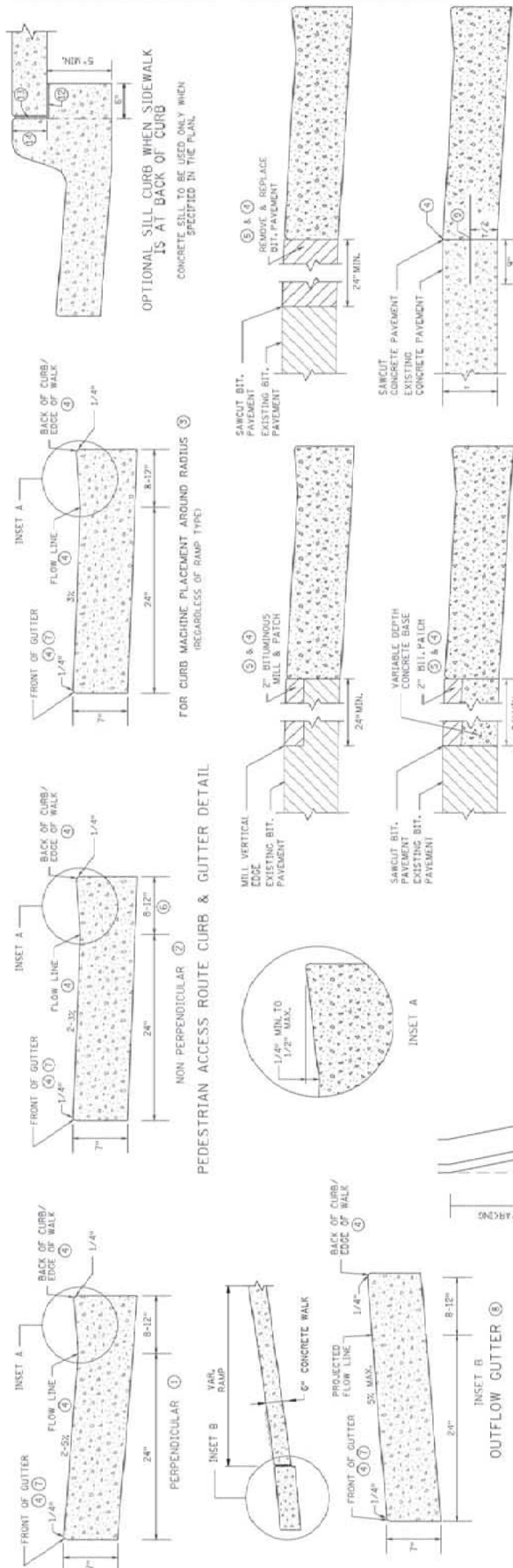
BRAD A. REIFSTECK

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

WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

PEDESTIAN RAMP DETAILS

SHEET
9 OF
43



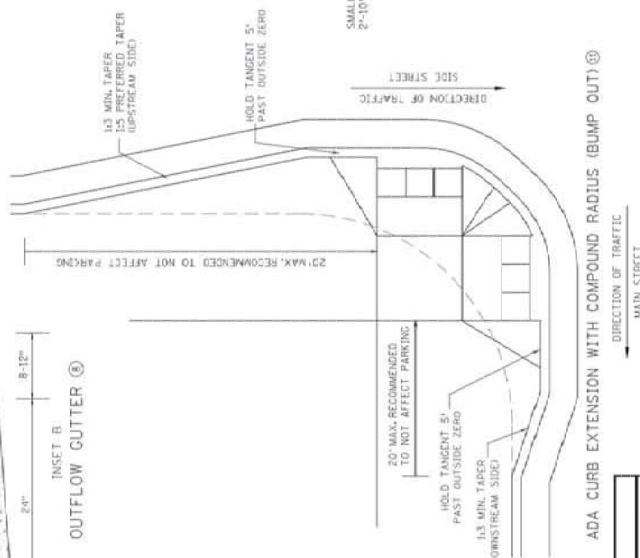
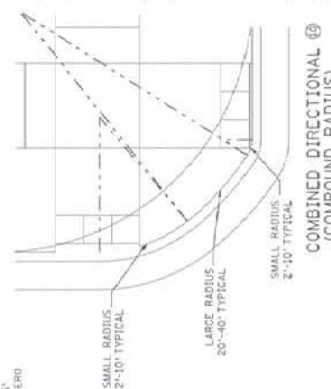
OWNER'S APPROVAL
PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER
FOR USE ON CURB RAMP RETROFITS

NOTES:

NOTES:
POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAP) AT A 2% MAXIMUM.

NO PONDING SHALL BE PRESENT IN THE PAR.

- [illegible]



CANADA CURB EXTENSION WITH COMPOUND RADIUS (BUMP OUT) ⑩

RECEIVED: _____
APPROVED: _____
1-2

STATE DESIGN ENGINEER

IN THE STATE OF TEXAS
COUNTY OF _____
CITY OF _____

[Signature]

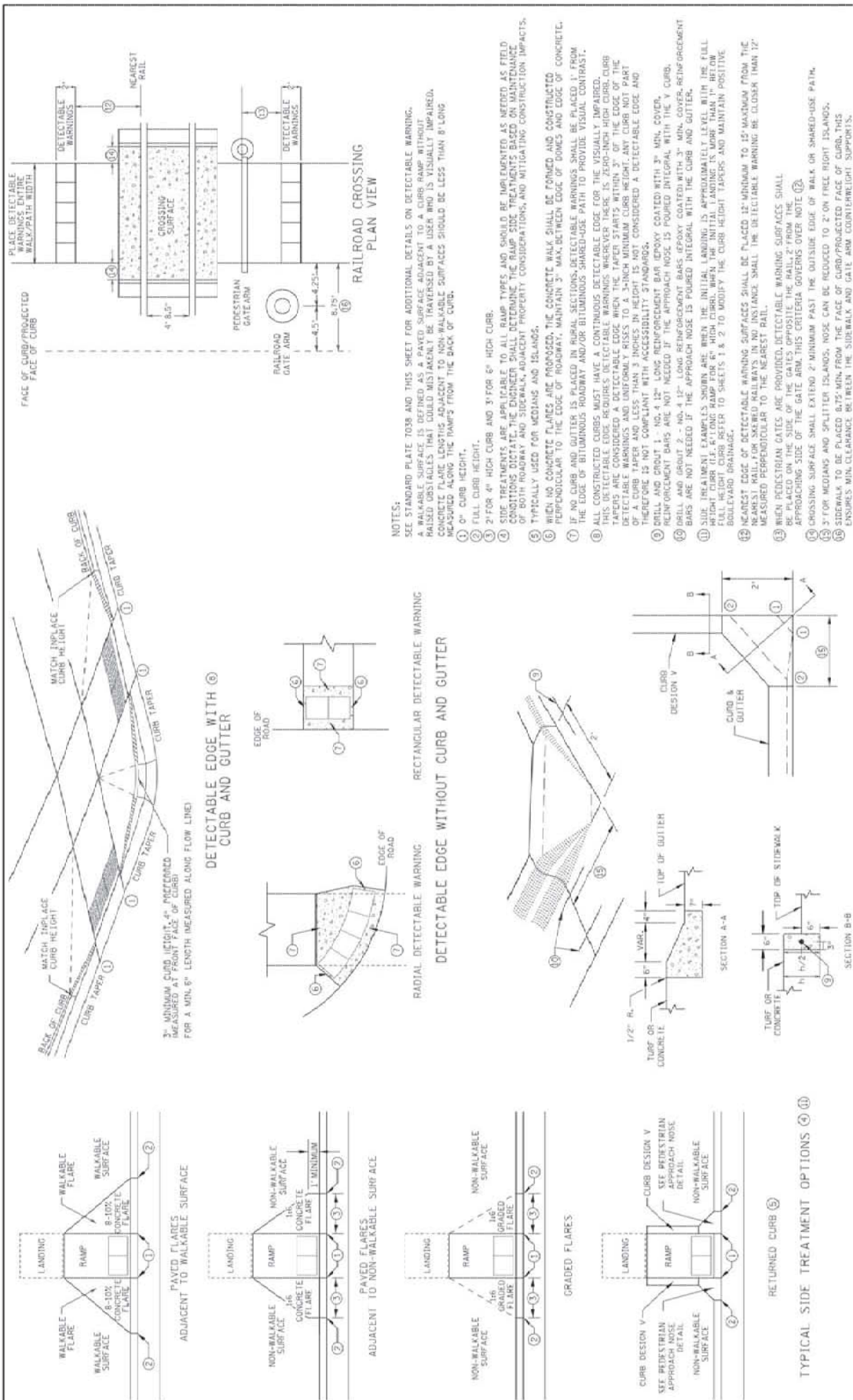
PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250	3 OF 6
-------------------------	--------

1-23-2017
PROVED:

STATE DESIGN ENGINEER

APPROVED: JANUARY 23, 2017
 OPERATIONS ENGINEER





WSB PROJECT NO.:
010640-000

SCALE: AS SHOWN
PLAN BY: MJ
DESIGN BY: BR
CHECK BY: XXX

REVISIONS

DATE: 01/04/18
LIC. NO.: 47930
BRAD A. REIFSTOCK
LANS OF THE STATE OF MINNESOTA
HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION
DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER UNDER THE

WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

PEDESTRIAN RAMP
DETAILS

SHEET
11
OF
43

NOTES:

1. A WALKABLE FLARE IS AN 8:100 CONCRETE FLARE THAT IS REQUIRED WHEN THE FLARE IS USED TO TRANSITION FROM A SIDEWALK TO A STREET OR WHEN THE SIDEWALK PUSH BUTTON INTERFERES THE FLARE.

2. ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

3. THE PUSH BUTTON SHALL BE MINIMIZED GRADING ADJACENT TO THE PUSH BUTTON. THE PUSH BUTTON SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN HEIGHT OF WAY ALLOWED.

4. V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

5. END TAPER AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.

6. ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.

7. EDGE BETWEEN NEW V CURB AND IMPROVEMENT STRUCTURE SHALL BE SEALED AND FINISHED WITH A 1/2\"/>

LEGEND

1. THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

2. INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 1:20 AND 1:12.5. THE MAXIMUM SLOPE SHALL BE 1:12.5.

3. LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PASS.

4. TRANSITION PANELS - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE OF A RAMP TO THE EXISTING WALK CROSS-SLOPE. RATE OF TRANSITION SHOULD BE 0.2% PER 1 LINEAR FOOT OF WALK. SEE THIS SHEET FOR ADDITIONAL INFORMATION.

REVISION

APPROVED: 1-23-2017

STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250

5 OF 6



WSB PROJECT NO.:
010640-000

SCALE: DESIGN BY:
AS SHOWN BR
PLAN BY: CHECK BY:
MJ XXX

REVISIONS

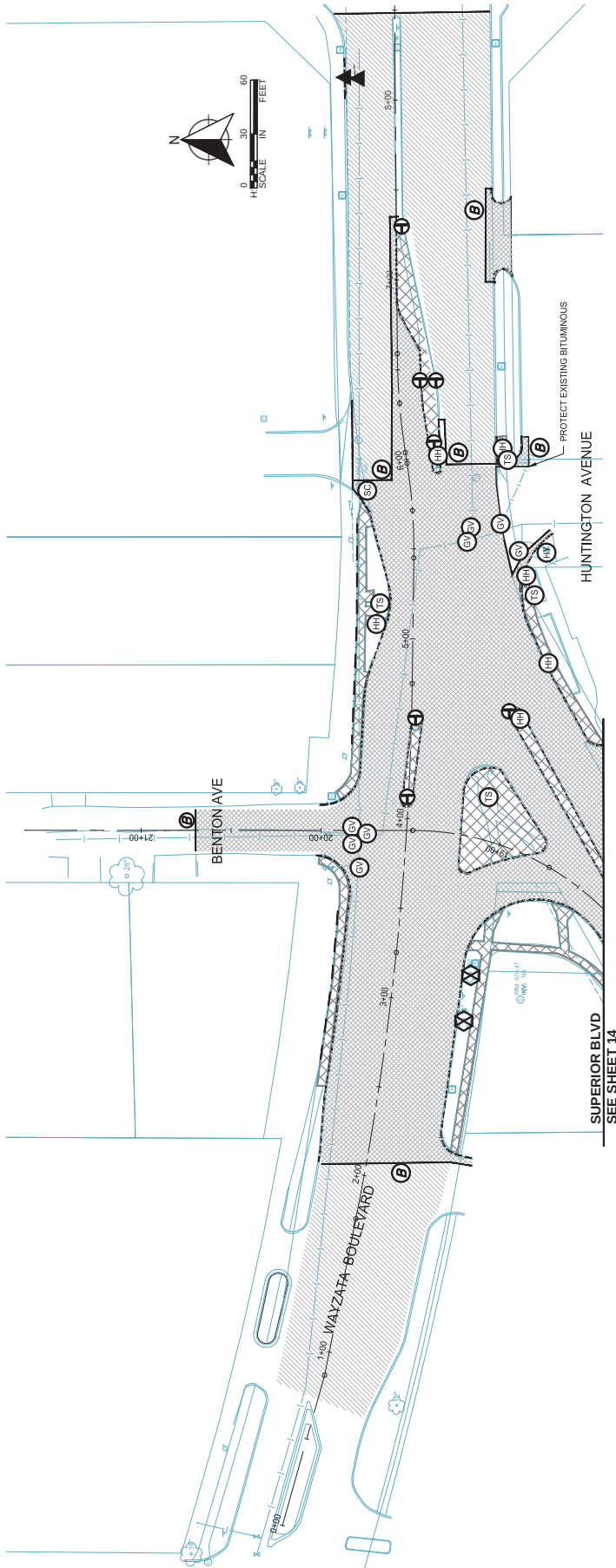
DATE: 01/04/19 L.C. NO.: 47930
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WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

REMOVAL PLANS

SHEET
13
OF
43

WAYZATA BOULEVARD



SUPERIOR BLVD
SEE SHEET 14

LEGEND	
(G1) REMOVE CASTING	(W1) REPLACE LIGHT POLE (BY OTHERS)
(G2) SALVAGE AND REINSTALL CASTING	(W2) REMOVE DRAINAGE STRUCTURE
(G3) REMOVE SANITARY STRUCTURE	(W3) SALVAGE & REINSTALL MAILBOX
(G4) REMOVE HYDRANT, VALVE AND LEAD	(W4) REMOVE SIGN
(G5) ADJUST GATE VALVE	(W5) CLEAR AND GRUB TREE
(G6) REMOVE HANDHOLD	(W6) REMOVE CURB STOP
(G7) SAW CUT	(W7) REMOVE SANITARY SEWER
	(W8) REMOVE STORM SEWER
	(W9) REMOVE WATER SERVICE
	(W10) SALVAGE & REINSTALL FENCE
	(W11) REMOVE CONCRETE CURB
	(W12) REMOVE RETAINING WALL
	(W13) REMOVE WATERMAIN
	(W14) REMOVE SANITARY SEWER
	(W15) REMOVE STORM SEWER
	(W16) REMOVE WATER SERVICE
	(W17) REMOVE CONCRETE WALK OR MEDIAN
	(W18) REMOVE AGGREGATE DRIVEWAY
	(W19) REMOVE BITUMINOUS DRIVEWAY
	(W20) MILL AND OVERLAY PAVEMENT
	(W21) REMOVE PAVEMENT (ALL TYPES)

- Note:
1. REMOVAL OF ALL AGGREGATE SURFACING AND BASE, REGARDLESS OF THICKNESS, SHALL BE INCLUDED IN COMMON EXCAVATION.
 2. SAWCUTTING FOR CONCRETE CURB AND GUTTER SHALL BE INCIDENTAL
 3. REMOVE PAVEMENT SHALL CONSIST OF REMOVING BITUMINOUS PAVEMENT OVER CONCRETE PAVEMENT, IN-PLACE BITUMINOUS PAVEMENT ASSUMED TO BE BETWEEN 5 INCHES AND 8 INCHES, IN-PLACE CONCRETE PAVEMENT BENEATH BITUMINOUS PAVEMENT ASSUMED TO BE BETWEEN 5 INCHES AND 9 INCHES. NO ADDITIONAL COMPENSATION SHALL BE PAID REGARDLESS OF ACTUAL PAVEMENT DEPTHS FOUND DURING CONSTRUCTION.
 4. ALL COMMERCIAL DRIVEWAYS SHOWN TO BE REPLACED WILL NEED TO BE STAGED TO ACCOMMODATE ACCESS AT ALL TIMES.



WSB PROJECT NO.:
010640-000

SCALE: DESIGN BY:
AS SHOWN BR
PLAN BY: CHECK BY:
MJ XXX

NO. DATE DESCRIPTION

REVISIONS

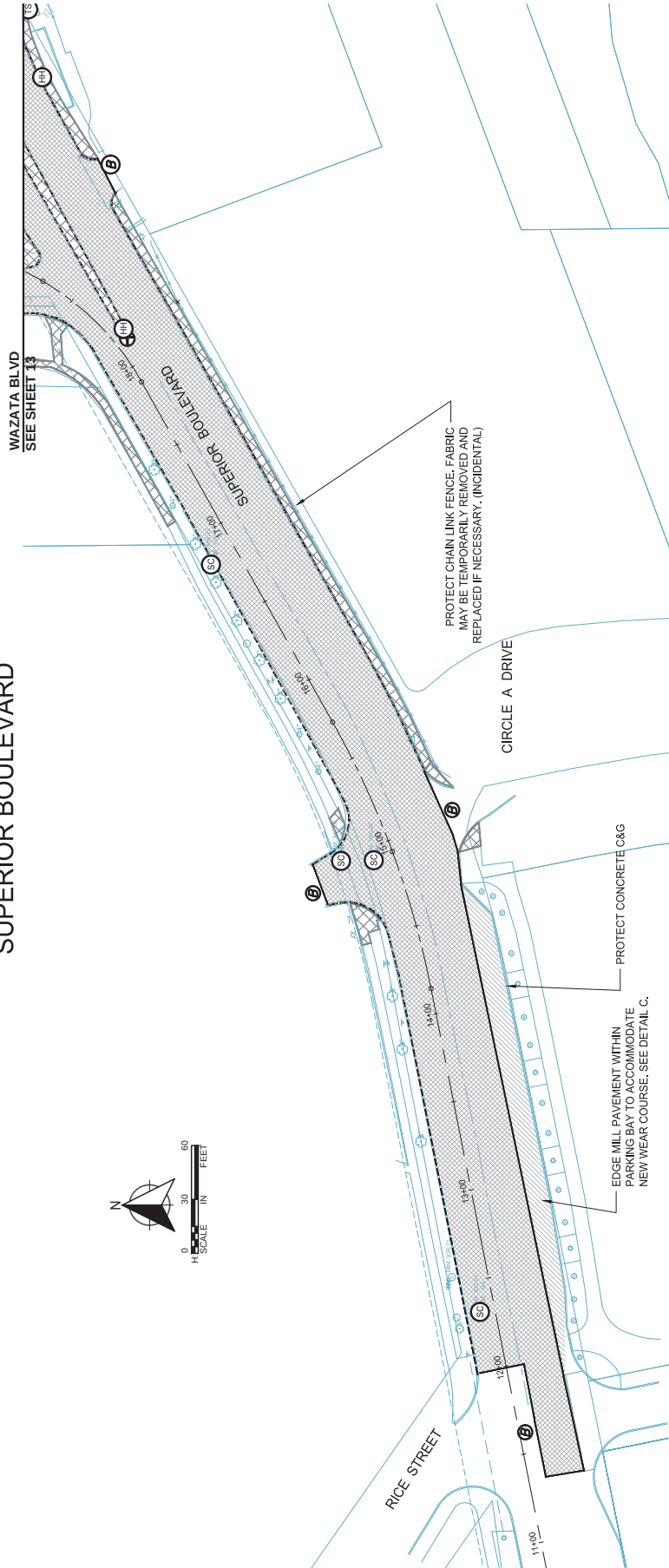
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WAYZATA BLVD-SUPERIOR BLVD IMPROVEMENTS CITY OF WAYZATA

REMOVAL PLANS

SHEET
14
OF
43

SUPERIOR BOULEVARD



LEGEND

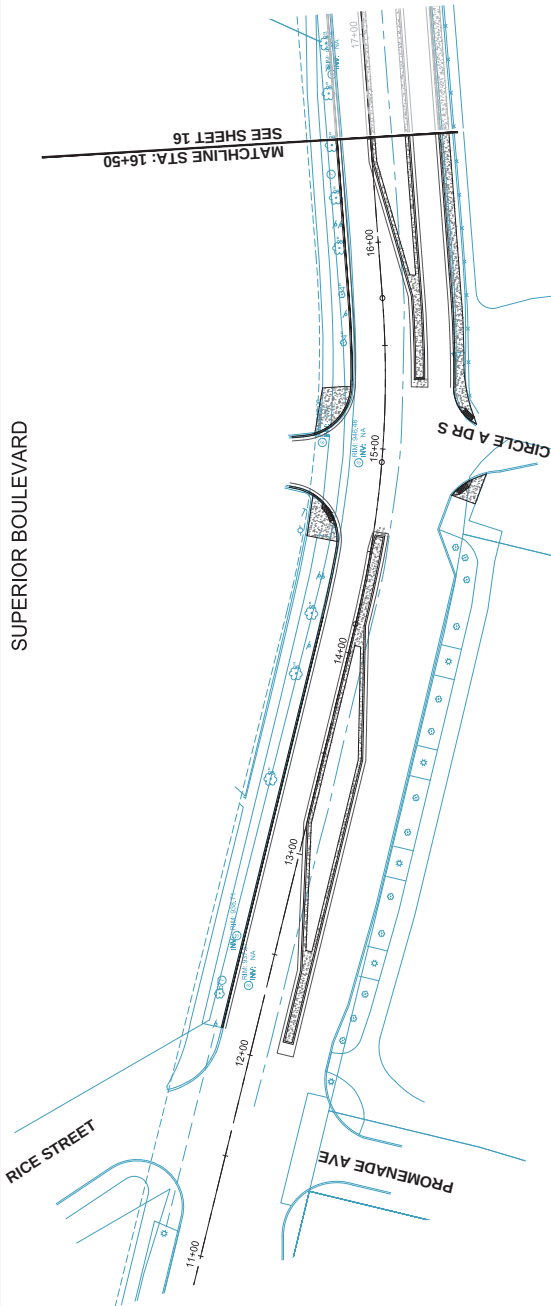
(C6)	REMOVE CASTING	(UP)	REPLACE LIGHT POLE (BY OTHERS)	(WM RM)	REMOVE WATERMAIN	(Hatched)	REMOVE PAVEMENT (ALL TYPES)
(C8)	REMOVE AND REINSTALL CASTING	(DS)	REMOVE DRAINAGE STRUCTURE	(SS RM)	REMOVE SANITARY SEWER	(Diagonal lines)	MILL AND OVERLAY PAVEMENT
(C9)	SALVAGE & REINSTALL CASTING	(W)	SALVAGE & REINSTALL MAILBOX	(ST RM)	REMOVE STORM SEWER	(Cross-hatched)	REMOVE BITUMINOUS DRIVEWAY
(C10)	REMOVE SANITARY STRUCTURE	(S)	REMOVE SIGN	(F)	REMOVE WATER SERVICE	(Stippled)	REMOVE CONCRETE WALK OR MEDIAN
(C11)	REMOVE HYDRANT, VALVE AND LEAD	(X)	CLEAR AND GRUB TREE	(F+R)	SALVAGE & REINSTALL FENCE	(Dotted)	REMOVE AGGREGATE DRIVEWAY
(C12)	ADJUST GATE VALVE	(T)	REMOVE CURB STOP	(F+R)	REMOVE CONCRETE CURB		
(C13)	REMOVE HANDHOLD	(T+)	REMOVE TRAFFIC SIGNAL & FOUNDATION	(F+R)	REMOVE RETAINING WALL		
(C14)	SAW CUT	(B)					

Note:

1. REMOVAL OF ALL AGGREGATE SURFACING AND BASE, REGARDLESS OF THICKNESS, SHALL BE INCLUDED IN COMMON EXCAVATION.
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4. ALL COMMERCIAL DRIVEWAYS SHOWN TO BE REPLACED WILL NEED TO BE STAGED TO ACCOMMODATE ACCESS AT ALL TIMES.

SUPERIOR BOULEVARD

LOCATION



 CONCRETE PAVEMENT	 STORM SEWER
 WATERMAIN	 DRAIN TILE
 RETAINING WALL	 STORM CATCH BASIN MANHOLE
 CURB STOP	 CURB STOP

[illegible]





WSB PROJECT NO.:
010640-000

SCALE: DESIGN BY:
AS SHOWN BR
PLAN BY: CHECK BY:
MJ XXX

REVISIONS

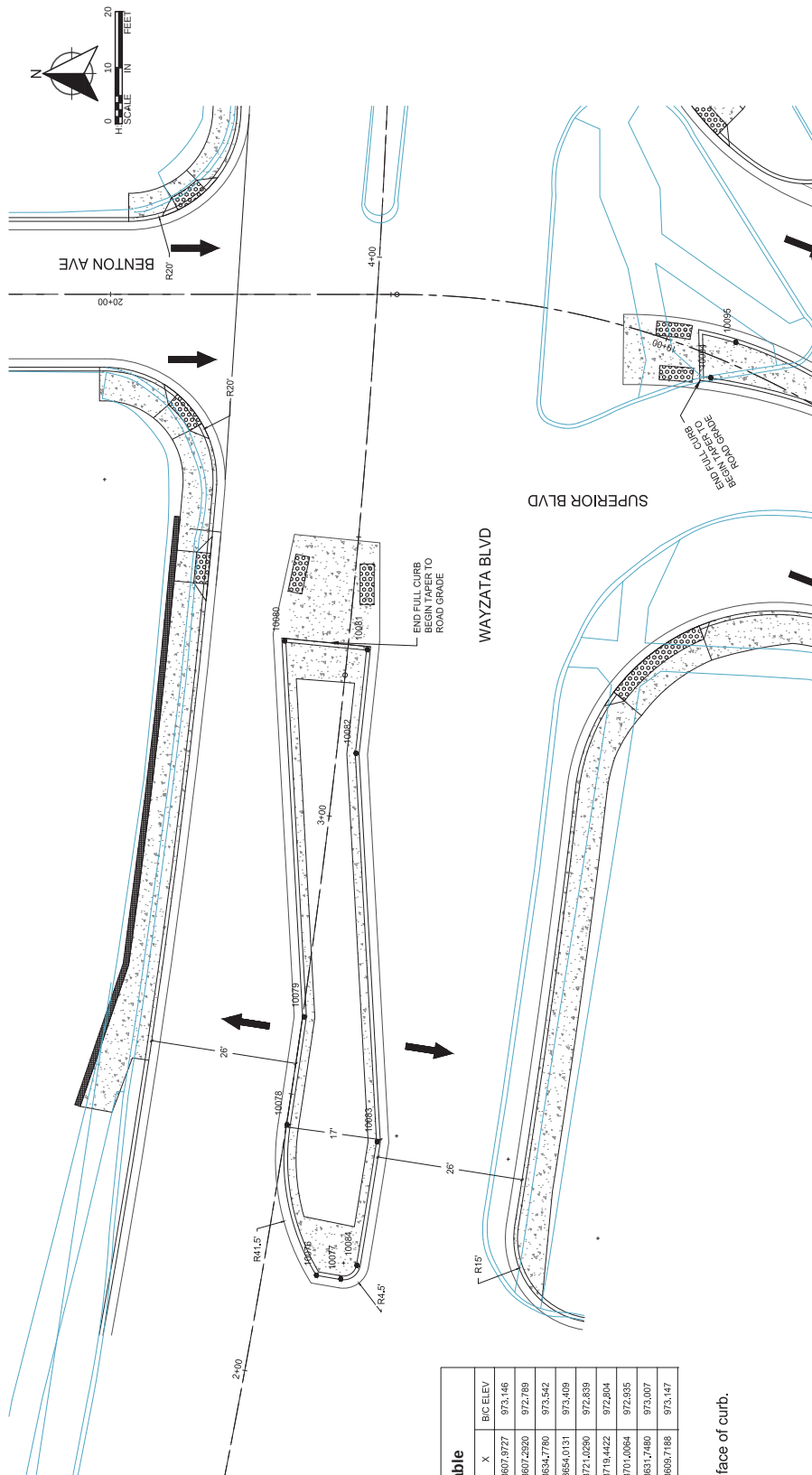
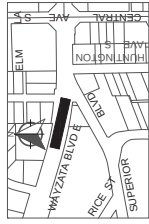
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WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

ISLAND DETAILS

SHEET
18
OF
43

LOCATION



Point Table				
POINT NO.	Y	X	B/C	ELEV
10076	165660.8095	468607.9727	973.146	
10077	165665.4676	468607.2920	972.789	
10078	165675.0402	468634.7760	973.542	
10079	165672.0065	468654.0131	973.09	
10080	165675.4698	468721.0290	972.539	
10081	165660.7287	468719.4422	972.804	
10082	165662.7564	468701.0064	972.935	
10083	165658.9891	468631.7480	973.007	
10084	165662.5983	468609.7188	973.147	

Note:
All dimensions to face of curb.

[illegible]

DATE: 01/04/18 L.C. NO. 47930

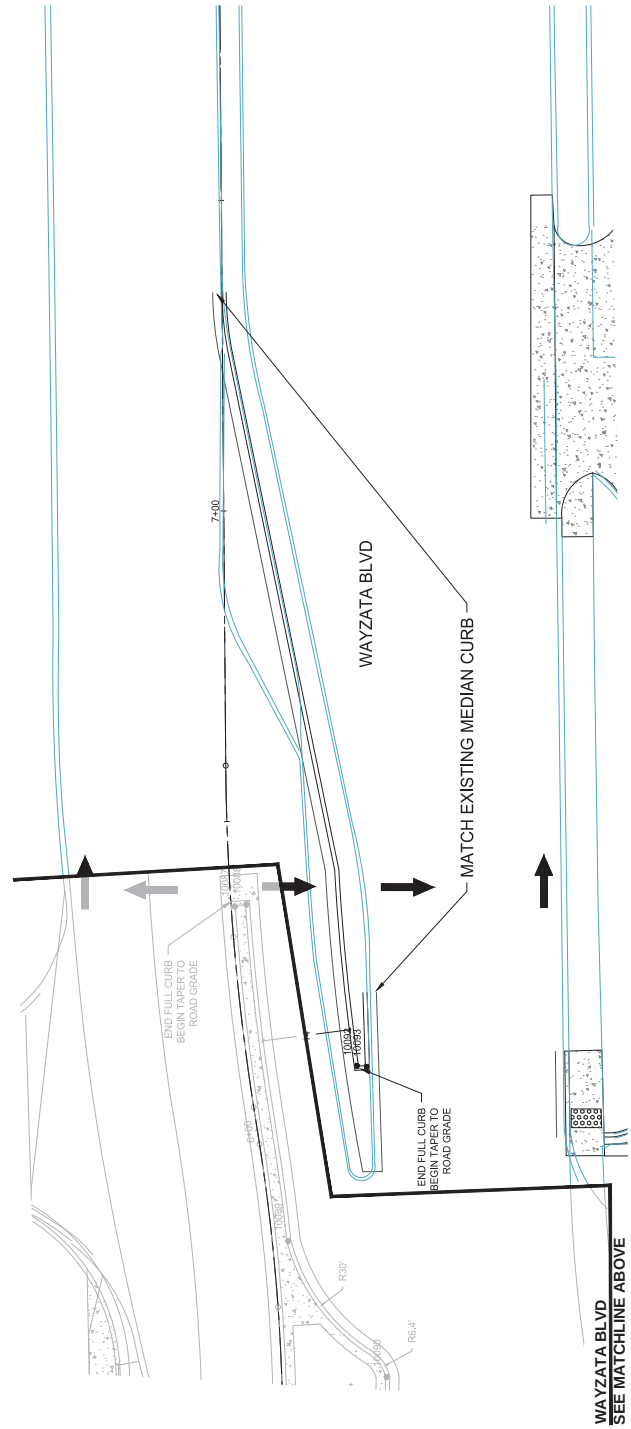
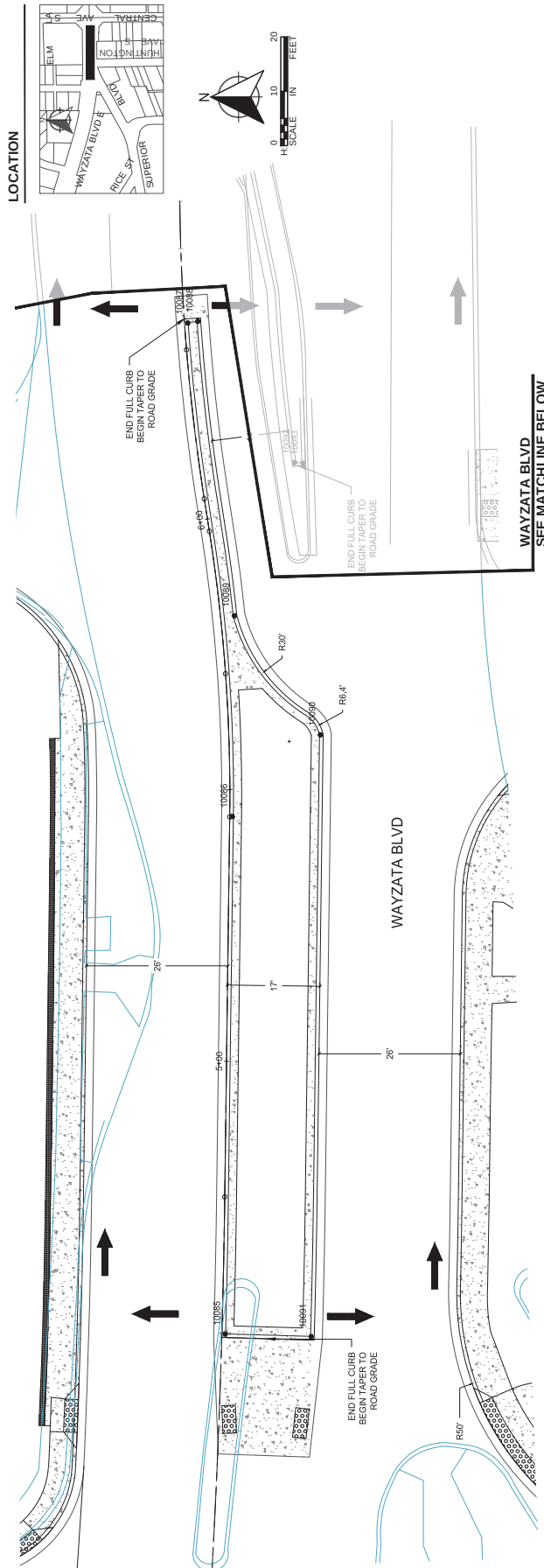
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WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

ISLAND DETAILS

SHEET
19
OF
43



POINT NO.	Point Table		
	Y	X	B/C ELEV
10085	165652.7701	468836.1336	971.986
10086	165654.4412	468834.3635	971.125
10087	165652.6754	4689025.1728	970.036
10088	165650.8132	4689205.5011	970.103
10089	165654.0954	468871.3395	970.686
10090	165653.2826	4689449.4460	970.440
10091	165653.8303	468836.7110	971.464
10092	165641.0056	468899.5022	970.043
10093	165641.4172	468899.3798	969.937

Note:
All dimensions to face of curb.

[illegible]

DATE: 01/04/18 LIC. NO.: 47930

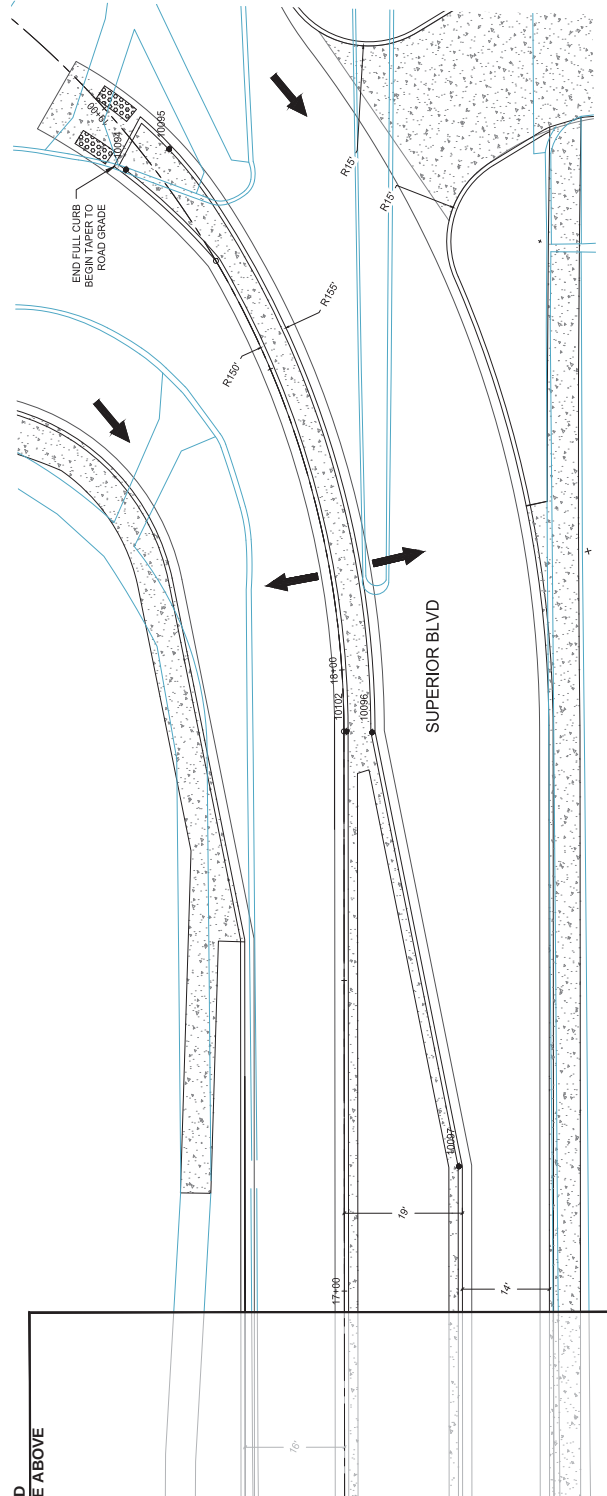
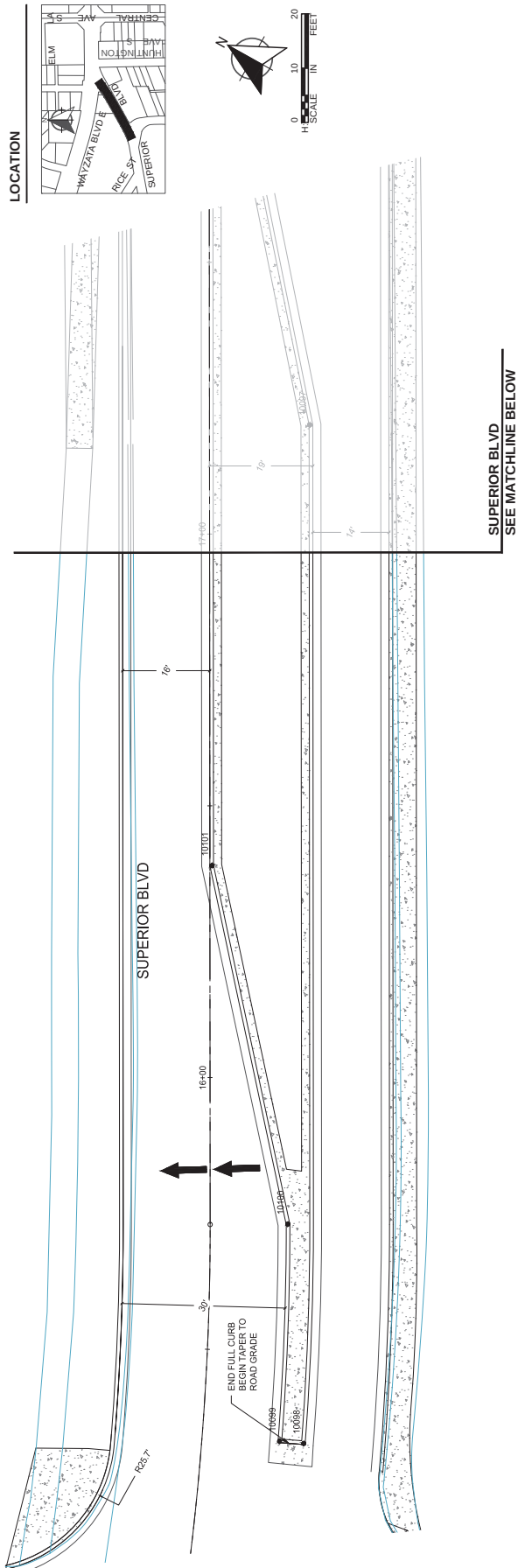
BRAD A. REFSHECK

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WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

ISLAND DETAILS

SHEET
20
OF
43



POINT NO.	Point Table			B/C ELEV
	Y	X		
10094	165594.5298	498767.2918		996.512
10095	165550.0684	498774.2410		996.203
10096	165595.0684	498770.2786		992.759
10097	165474.3433	498564.1420		958.817
10098	165383.7389	498490.0892		950.576
10099	165337.9307	498488.2905		950.745
10100	165406.0275	498523.8690		952.573
10101	165400.4169	498516.6182		956.323
10102	165534.3441	498705.3716		997.298

Note:
All dimensions to face of curb.



WSB PROJECT NO.:
010640-000

SCALE: DESIGN BY:
AS SHOWN BR
PLAN BY: CHECK BY:
MJ XXX

REVISIONS

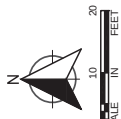
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CITY OF WAYZATA
BLVD IMPROVEMENTS
WAYZATA BLVD-SUPERIOR

ISLAND DETAILS

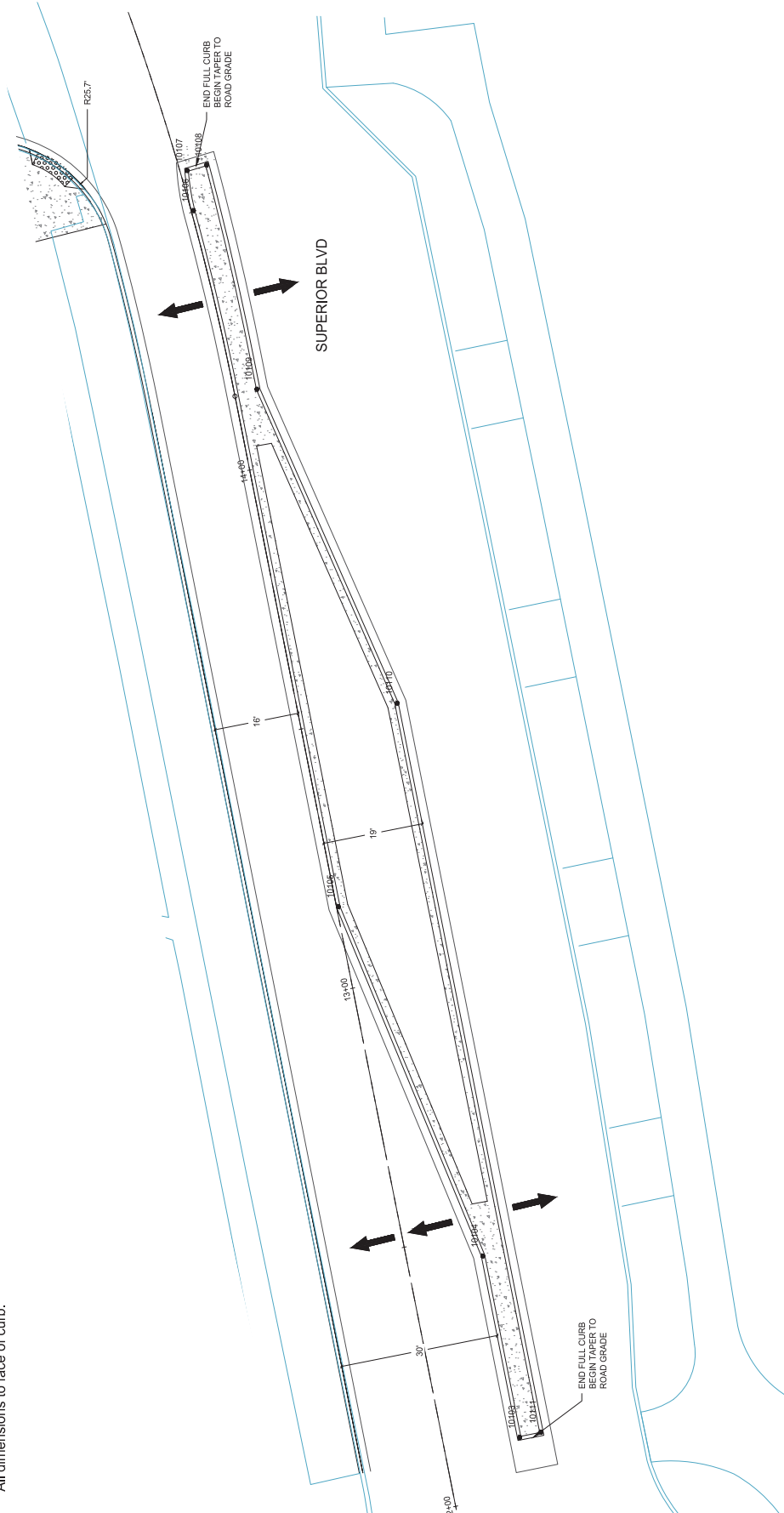
SHEET
21
OF
43

LOCATION



Point Table			
POINT NO.	Y	X	B/C ELEV
10103	165309.7670	468171.4628	935.393
10104	165316.7806	468205.8292	938.868
10105	165344.1112	468271.9310	940.300
10106	165371.5331	468403.6968	946.026
10107	165372.7162	468411.2822	946.519
10108	165389.0703	468412.2969	946.160
10109	165359.5299	468363.8806	944.067
10110	165332.9897	468310.4626	941.047
10111	165305.7593	468172.4799	938.235

Note:
All dimensions to face of curb.





WSB PROJECT NO.:
010640-000

DESIGN BY:
AS SHOWN
PLAN BY:
SCALE:
BR
CHECK BY:
NJ
XXX

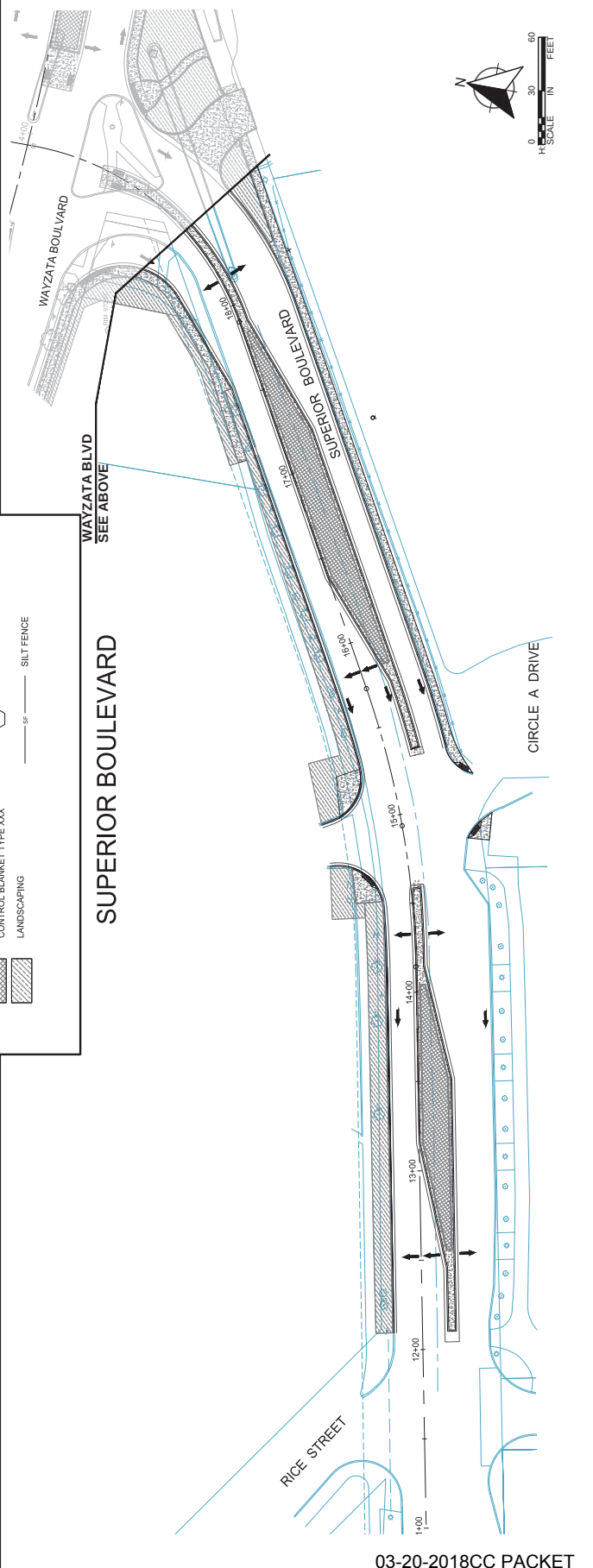
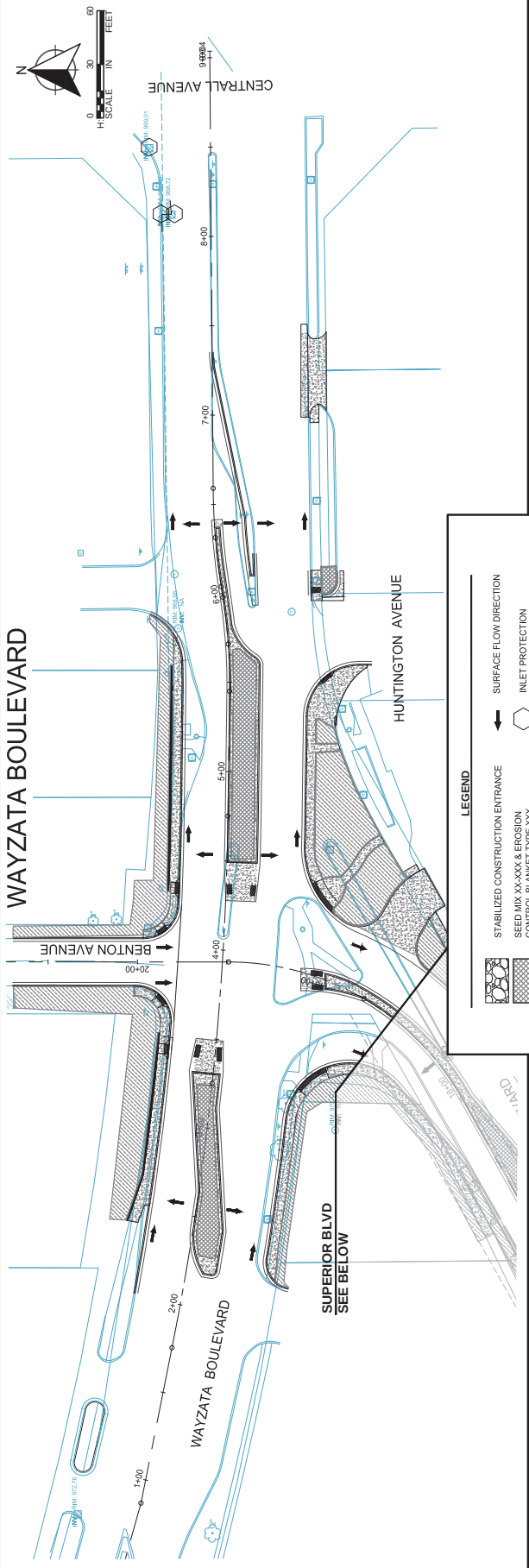
REVISIONS	
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CITY OF WAYZATA
BLVD IMPROVEMENTS
WAYZATA BLVD-SUPERIOR

EROSION CONTROL
PLANS

SHEET
22
OF
43





SCALE: AS SHOWN
DESIGN BY: BR
PLAN BY: MJ
CHECK BY: XXX

[illegible]

DATE: 01/04/18 LIC. NO. 47930
BRAD A. REIFSTECK

WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

SWPPP NOTES

SHEET
23
OF
43

PROJECT LOCATION/DESCRIPTION	CITY/TOWNSHIP	COUNTY
INTERSECTION IMPROVEMENTS WAXATA BLVD AND SUPERIOR BLVD 010640-000	WAXATA	RENNELTPIN
PROJECT NUMBERS:		
PROPOSED PROJECT LOCATION:	STATE: MINNESOTA	ZIP: 55381
	LATITUDE/LONGITUDE:	44.971018/-93.503815

CONTACT INFORMATION/RESPONSIBLE PARTIES

THE CITY OF WYVADA, ONSITE THE LAND, ADJACENT ROADS, AND EXISTENT AREAS ASSOCIATED WITH THE PROJECT. THE CITY OF WYVADA IS THE OWNER PERMITTEE APPLYING FOR PERMIT COVERAGE AND WILL BE RESPONSIBLE FOR DEVELOPING THIS SWEEP AND MAINTENANCE PLAN. THE CITY OF WYVADA WILL BE RESPONSIBLE FOR THE LONG-TERM MAINTENANCE PLAN OF THE PERMANENT STORMWATER MANAGEMENT SYSTEM FOR THIS PROJECT (IF APPLICABLE). THE OWNER WILL ENSURE THAT THE DESCRIBED WORK IN THE SWEEP IS BEING COMPLETED BY THE OPERATOR PERMITTEE.

OWNER/PERMITTEE:
CITY OF MAYNATA (BRAD REIFSTEIN, WEH & ASSOCIATES, INC.)
600 RICE ST E
MAYNATA, MN 55391
763-512-5243/STREIFSTEIN@G.COM

THE PRIMARY CONTRACTOR WILL ENTER INTO A CONTRACT WITH THE CITY OF MAYAGA TO COMPLETE THE REQUIRED WORK FOR THIS PROJECT. THE CONTRACT SHALL BE SUBJECT TO THE CITY OF MAYAGA'S STANDARD CONDITIONS OF CONTRACT AND SPECIFICATIONS. THE CONTRACTOR AGREES TO IMPLEMENT THIS SHEET IN COOPERATION WITH THE EXECUTION OF A HYDRA PERMIT MODIFICATION FUND, AND THEREBY AGREES TO IMPLEMENT THIS SHEET IN COOPERATION WITH THE CITY OF MAYAGA, AND OPERATIONS ARE RESPONSIBLE FOR DEVELOPING A CHAIN OF RESPONSIBILITY PRIOR TO STARTING CONSTRUCTION (REFER TO THE HYDRA PERMIT MODIFICATION FUND). THE HYDRA PERMIT MODIFICATION FUND SHALL BE SUBMITTED TO THE MPCA AFTER THE PROJECT IS SUBMITTED TO THE PRIMARY CONTRACTOR, PRIOR TO STARTING THE PROJECT.

THE OPERATOR WILL INSURE THAT INDIVIDUALS OVERSEEING OR IMPLEMENTING THE SMPPP HAVE BEEN PROPERLY TRAINED AND THAT REASSIGNATIONS WILL BE MADE AVAILABLE UPON REQUEST. THIS INCLUDES ANY SUB-CONTRACTORS THAT THE OPERATOR EMPLOYS UNDER SEPARATE CONTRACT. THE EROSION CONTROL SUPERVISOR SHALL HAVE AUTHORITY OVER ALL OPERATOR OPERATIONS WHICH INFLUENCE NEPDS PERMIT COMPLIANCE, INCLUDING GRADING, EXCAVATION, CULVERT INSTALLATION, UTILITY WORK, DRAINAGE/ROOFING PERMITS, AND ANY OTHER OPERATION THAT INCREASES THE EROSION POTENTIAL OF A PROJECT.

THE OPERATOR WILL IMPLEMENT AND MAINTAIN BMPs FOR THE DURATION OF CONSTRUCTION PROJECT. THE OPERATOR WILL COMPLETE THE REQUIRED SITE INSPECTIONS, AND IS RESPONSIBLE FOR NPDES PERMIT REQUIREMENTS PART II.B, III.B-F, IV, V, AND VI. THE OPERATOR WILL MAINTAIN THE BMPs AND RECORDS FOR THE DURATION OF CONSTRUCTION PROJECT. THE OPERATOR WILL MAINTAIN APPLICABLE CONSTRUCTION ACTIVITY REQUIREMENTS FOUND IN APPENDIX A. PART C TO REMAIN IN COMPLIANCE WITH NPDES PERMIT.

OPERATOR/PERMITTEE: (TO BE DETERMINED)

THIS SHEET WAS PREPARED BY AN INDIVIDUAL THAT HAS BEEN PROPERLY TRAINED IN ACCORDANCE TO PART III.F OF THE NPDES PERMIT. WCB & ASSOCIATES WILL OFFER GUIDANCE FOR COMPLIANCE WITH THE NPDES PERMIT BEFORE, DURING, AND AFTER CONSTRUCTION OF THE PROJECT.

SWPPE DEVELOPMENT:
KENTZ & ASSOCIATES, INC. (PAUL JOHNSON)
701 KENNA AVE., SOUTH, SUITE 300
MINNEAPOLIS, MN 55416
612-762-2354/FACSIMILE: 612-762-2354/TELECONFERENCE: 800-368-7622

APPLICABLE FEDERAL, TRIBAL, STATE OR LOCAL PROGRAMS: THE MORE STRINGENT OF LOCAL VS. STATE VS. FEDERAL RULES SHALL APPLY WHERE THEY CONFLICT. THE OPERATOR IS RESPONSIBLE TO COMPLY WITH ALL APPLICABLE PERMITS, MINOT SPECIAL PROVISION, MINOT SPEC BOOK (2016 EDITION), AND MINOT SPECIFICATIONS 1171.

AGENCY CONTACTS			PERMIT	NAME	PHONE NUMBER/E-MAIL
MPCA (EMERGENCY)	N/A		STATE DUTY OFFICER	STATE DUTY OFFICER	1-800-432-6738
MPCA	N/A		NPDES-CEN ICD007ED	DON BERGER	651-276-7235/DONALD.BERGER@STATE.MN.US
MPNR	N/A		N/A		N/A
DNR	N/A		N/A		N/A
NATRESERVED DISTRICT			EDISON CONTROL	MINNEAPOLIS CREEK	952-471-0500/PERMITTING@MINNEAPOLISCREEK.ORG

PROJECT DESCRIPTION & SCHEDULE
THE PROJECT INCLUDES COMPLETE STREET RECONSTRUCTION AT THE INTERSECTION OF WAYZATA DVD AND SUPERIOR DVD WITH
RETAINING WALL AND SIDEWALK IMPROVEMENTS.

TENTATIVE CONSTRUCTION SCHEDULE (OPERATOR SHOULD PROVIDE DETAILED CONSTRUCTION SCHEDULE TO THE BIDDERS)	ESTIMATED DATE OF SOLI DISTURBANCE ACTIVITIES
CONSTRUCTION OF CONDUITS	
INSTALLATION OF CONDUITS	
INSTALLATION OF SECONDARY ESC	APRIL 1 – MAY 2018
INSTALLATION OF CONDUITS	APRIL 1 – MAY 2018
UTILITY CONSTRUCTION	MAY – JUNE 2018
CONSTRUCTION OF CONDUITS	AUGUST – OCTOBER 2018
CONDUIT & UTILITY STABILIZATION, PAVING	
FINAL TRAIL STABILIZATION	OCTOBER – NOVEMBER 2018

PRE-CONSTRUCTION IMPERVIOUS SURFACE AND DISTURBED AREA CALCULATIONS

03-20-2018CC PACKET



SCALE: AS SHOWN
DESIGN BY: BR
PLAN BY: CHECK BY:

[illegible]

WYAZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WYAZATA

SWPPP NOTES

SHEET
24
OF
43

CONSTRUCTION SITE ENTRANCE/VEHICLE TRACKING: OPERATOR MUST MINIMIZE SEDIMENT FROM LEAVING THE CONSTRUCTION SITE FOR ADJACENT STREETS WITHIN THE SITE BY IMPLEMENTING BMPs SUCH AS ROCK PADS, SLASH MULCH, CONCRETE OR STEEL WASH RACKS, OR EQUIVALENT SYSTEMS. STREET SWEEPING MUST BE USED DAILY DURING CONSTRUCTION OPERATIONS IF SUCH BMPs ARE NOT ADEQUATE TO PREVENT SEDIMENT FROM BEING TRACKED ONTO THE STREET. TRACKED SEDIMENT MUST BE REMOVED FROM PAVED SURFACES (ON

WETLANDS: THERE ARE NO WETLAND IMPACTS PROPOSED WITH THIS PROJECT.

POLLUTION PREVENTION MANAGEMENT MEASURES

STORAGE AND DISPOSAL OF CONSTRUCTION AND HAZARDOUS WASTES MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.



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WYAZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WYAZATA

SWPPP NOTES

SHEET
25
OF
43

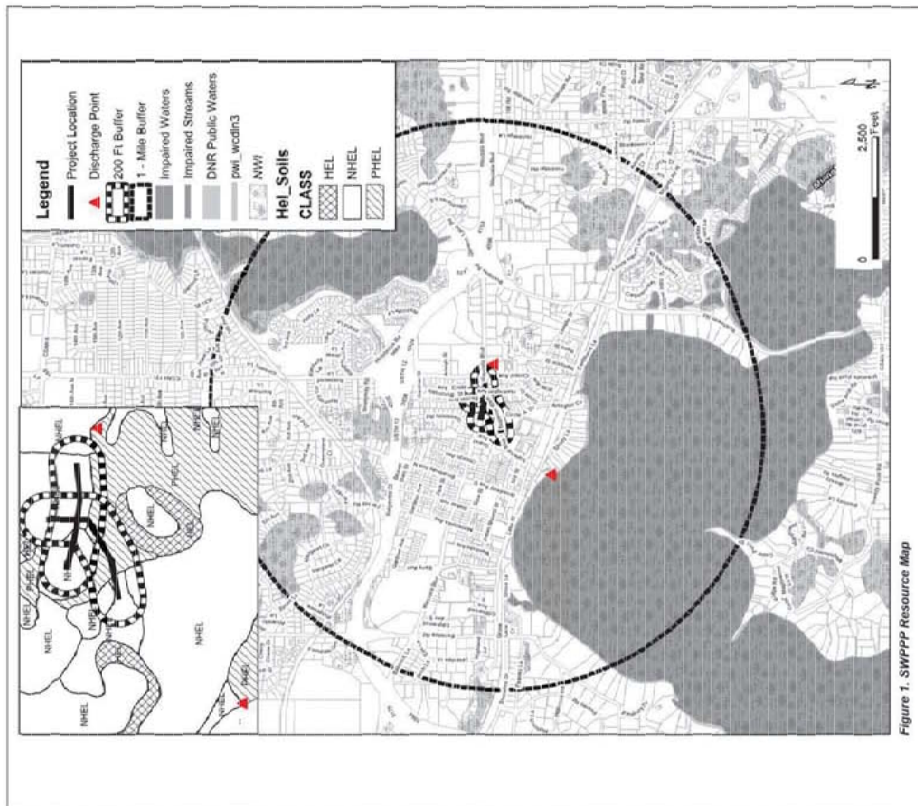


Figure 1. SWPPP Resource Map

(AND OFF-SITE) WITHIN 24 HOURS OF DISCOVERY, OR SOONER AS DIRECTED BY THE PROJECT OWNER. MULTIPLE STREET SHERRINGS AT THE OPERATOR'S EXPENSE MAY BE REQUIRED ON ALL ENTRY/EXIT POINTS TO THE SITE AT THE DISCRETION OF THE PROJECT OWNER.

INLET PROTECTION: ALL STORM DRAIN INLETS (INCLUDING DOWN GRADIENT, OFF-SITE) MUST BE PROTECTED BY APPROPRIATE MEANS TO PREVENT CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED. SLIP FENCE OR OTHER MEANS OF PROTECTION MUST BE INSTALLED TO PREVENT ACCESS TO THE INLET. THE PROTECTION MUST BE MAINTAINED THROUGHOUT CONSTRUCTION. STORM DRAIN INLET PROTECTION ON A ROUTINE BASIS TO ENSURE THE DEVICE IS FULLY FUNCTIONAL PRIOR TO THE NEXT FORECASTED PRECIPITATION EVENT (30% OR GREATER). INLET PROTECTION MAY BE REMOVED FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (STREET PAVING/PRESSING) HAS BEEN IDENTIFIED AND THE PERMITTEE(S) HAS RECEIVED WRITTEN CORRESPONDENCE FROM THE JURISDICTIONAL AUTHORITY (E.G., CITY/COUNTY/TOWNSHIP/PORT AUTHORITY) VOUCHERING THE NEED FOR REMOVAL. INLET PROTECTION MUST BE REINSTALLED WITHIN 10 BUSINESS DAYS OF THE DATE OF REMOVAL. REMOVAL OF PROTECTION MUST BE RECORDED IN THE PROJECT LOG AND THE REMOVAL OF PROTECTION MUST BE NOTICED TO THE AGENCY OF RECORD.

CHEMICAL TREATMENTS: OPERATOR MUST AVOID THE SHEFF TO INCLUDE THE INTENDED USES AND LOCATIONS OF FLOCCULANTS, POLYMERS, AND OTHER SEDIMENTATION TREATMENT CHEMICALS. CHEMICAL TREATMENTS MAY ONLY BE APPLIED IN AREAS WHERE TREATED STORMWATER IS DIRECTED TO A RECEIVING SEDIMENT CONTROL SYSTEM (NOT DIRECTLY DISCHARGED TO NATURAL WATER BODIES). THIS INCLUDES DOCUMENTING THE EXPECTED SOIL TYPES, MANUFACTURER'S RECOMMENDED DOSING, APPLICATION RATES/QUANTITIES, AND MONITORING RESULTS (Turbidity, pH).

TEMPERARY/PERMANENT DRAINAGE DITCHES & SHALES: THE NORMAL METHOD PERIMETER (2-YEAR, 24-HOUR PRECIPITATION EVENT) OF THE PERIMETER OF THE SITE, MUST BE STABILIZED WITHIN THE LAST 20 LINEAL FEET FROM THE PROPERTY EGGS, AND FROM THE POINT OF DISCHARGE INTO ANY SURFACE WATER WITHIN 24 HOURS OF CONNECTION. THE REMAINING PORTIONS OF THE PERIMETER OF THE SITE, MUST BE STABILIZED WITHIN 30 HOURS AFTER THE DISCHARGE. PERMANENT DRAINAGE DITCHES & SHALES THAT ARE BEING USED AS A TEMPORARY SEEDING CONTAINMENT SYSTEM (WHICH PROBABLY DESIGNED ROUGH DITCH CHANNELS, ALSO DISSEMINATION DEVICES WITHIN AND ALONG THE LENGTH OF THE CHANNEL AND AT OUTLETS. TEMPORARY OR PERMANENT DITCHES OR SHALES THAT ARE NOT TO BE STABILIZED, THESE AREAS MUST BE STABILIZED WITHIN 24 HOURS AFTER NO LONGER REQUIRED FOR THE STABILIZATION OF THE SITE. STABILIZATION OF THE DITCH, SHALE, OR OTHER SURFACE WATER CONVEYANCE, ARE NOT ACCEPTABLE STABILIZATION.

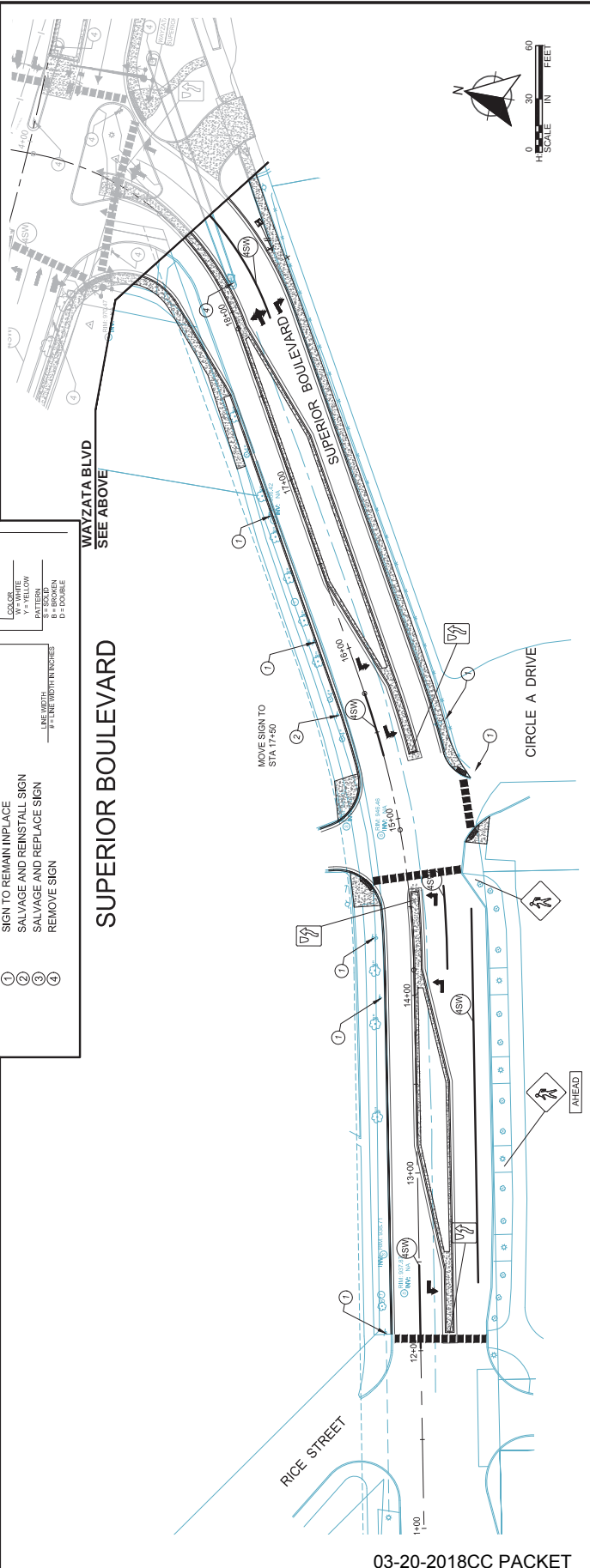
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OVERWATERING, STREAM DIVERSION, AND BASIN DRAINING

[illegible]

FINAL SEPARATION

FINAL STABILIZATION IS ACHIEVED WHEN NPDES CDP PARTS IV.G.1-3, ARE COMPLETED PRIOR TO SUBMISSION OF THE NOTICE OF PERMITS. SEE PERMANENT EROSION CONTROL PRACTICES FOR SPECIFIC METHODS AND APPLICATIONS.





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010640-000

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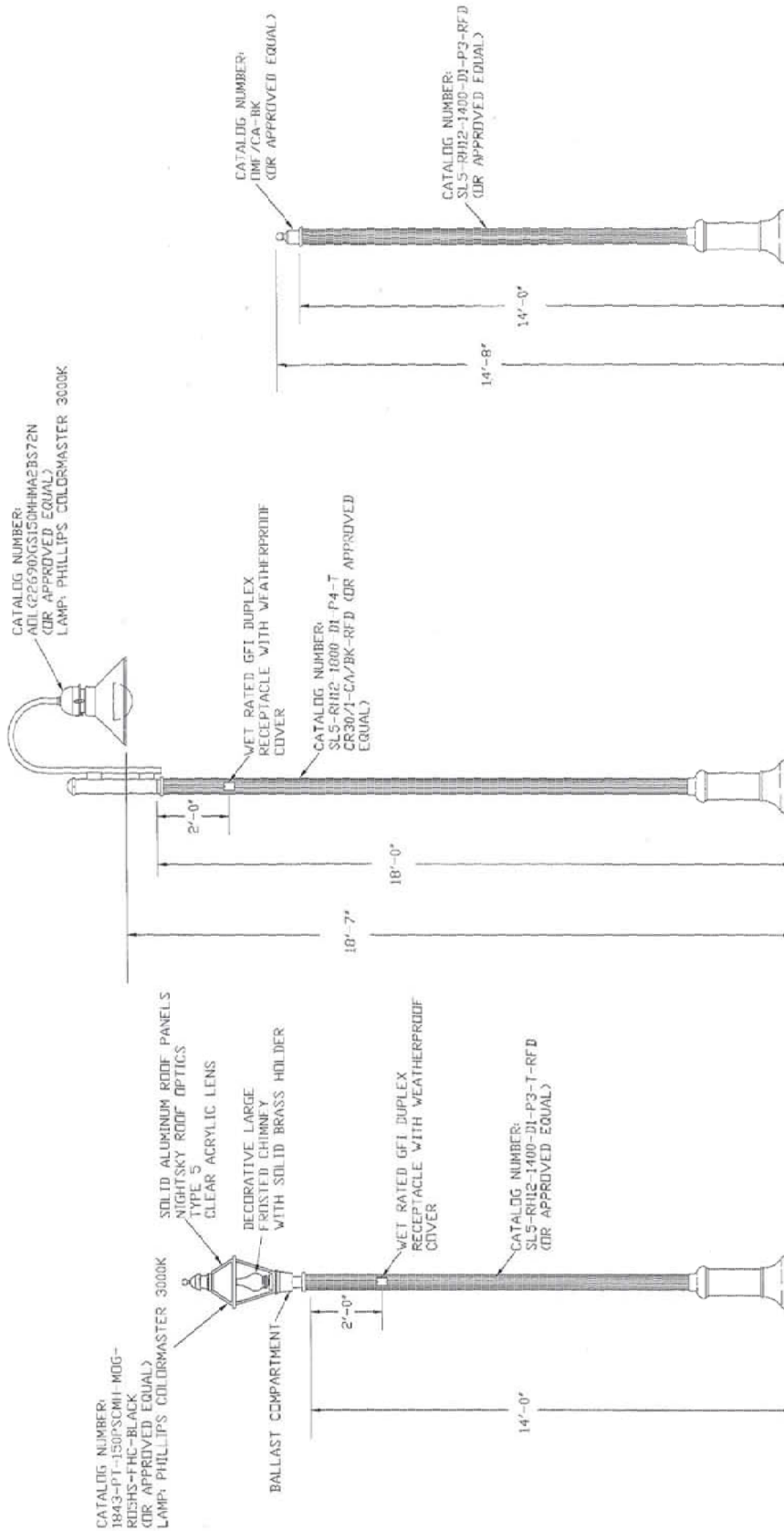
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CITY OF WAYZATA
BLVD IMPROVEMENTS
WAYZATA BLVD-SUPERIOR

LIGHTING PLANS

SHEET
28
OF
43



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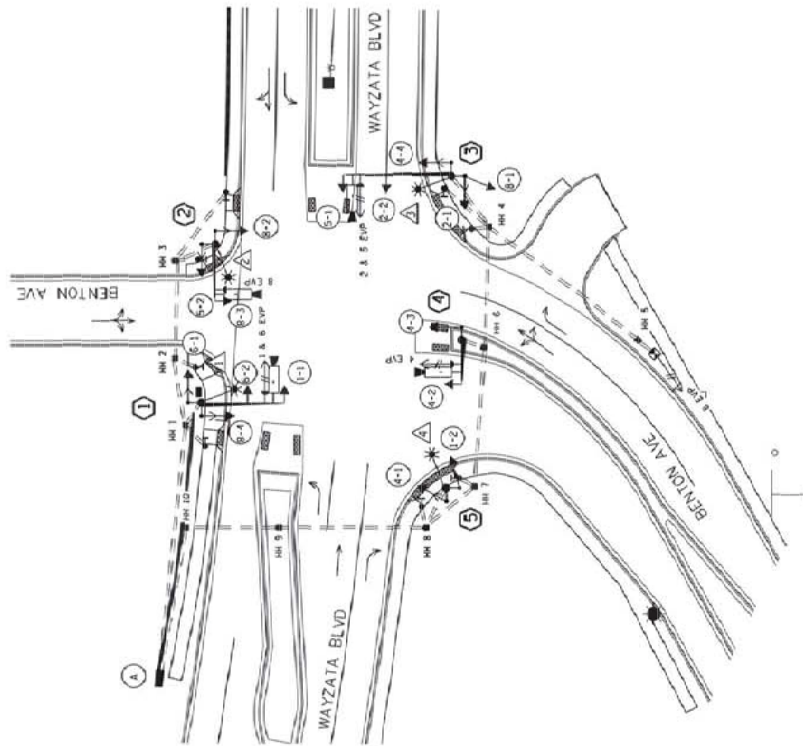
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WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

SIGNAL PLANS

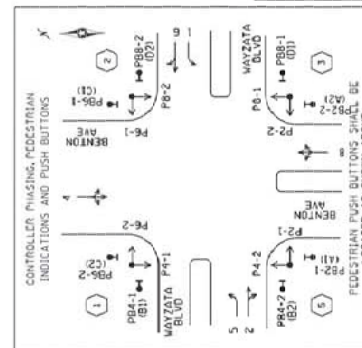
SHEET
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OF
43



FACE	R	Y	G	NLA	TLA	PYA	OLA
1-1-1-2				◀			▶
2-1-2-2	●	●	●		◀		▶
4-1-4-2, 4-1-4	●	●	●				
5-1-5-2	●	●		◀			▶
8-1-8-2, 8-1-8-4	●	●	●				

-ALL SIGNAL INDICATIONS SHALL BE 12" LED
-ALL SIGNALS SHALL BE MOUNTED ON STEEL SHELLS
-POLYCARBONATE WITH BLACK POLYURETHANE FINISH

1. THE EXACT LOCATION OF HANDHOLES, SIGNAL POLES, LOOP DETECTORS, PUSH BUTTON STATION, AND EQUIPMENT PAD SHALL BE VERIFIED IN THE FIELD BY ENGINEER.
2. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE CONNECTION OF THE POWER SERVICE FOR THE NEW TRAFFIC SIGNAL SYSTEM.
3. SEE SPECIAL PROVISIONS FOR INFORMATION REGARDING PEDESTRIAN INDICATIONS, UNPAVED AND PAINTED POLES, AND ACCESSIBLE PEDESTRIAN SYSTEM WORK.
4. A 3/4 INCH HALF COUPLING, 3/4 INCH PIPE NIPPLE AND CONDUIT OUTLET BODY FOR EACH EQUIPMENT SHALL BE PROVIDED AND INSTALLED 6 FEET FROM END OF MAST ARM ON EACH POLE.
5. THIS PLAN SPECIFIES CONDUIT SIZES, TYPES, AND GENERAL LOCATIONS. THE EXACT LOCATIONS WILL BE DETERMINED IN THE FIELD. CONDUITS UNDER EXISTING ROADWAYS REQUIRE BORING.
6. ALL NEW CONDUIT SHALL BE PVC SCHEDULE 80 OR HDPE SCHEDULE 80 AND CARRY 1/4 INCH GREEN INSULATED GROUNDING CONDUCTOR AS SHOWN IN PLANS.
7. ITEMS IDENTIFIED WITH AN ■ ARE INCLUDED IN PAYMENT FOR THE LVP SYSTEM DAY ITEM.



SIGNAL SYSTEM OPERATION

- THE SIGNAL SYSTEM FLASH MODE IS ALL RED.
- NORMAL OPERATION IS 6 PHASE, WITH PHASES 1 & 5, BEING FLASHING YELLOW ARROWS BY TIME OF DAY.
- PHASES 2 AND 6 SHALL BE ON VEHICLE RECALL.



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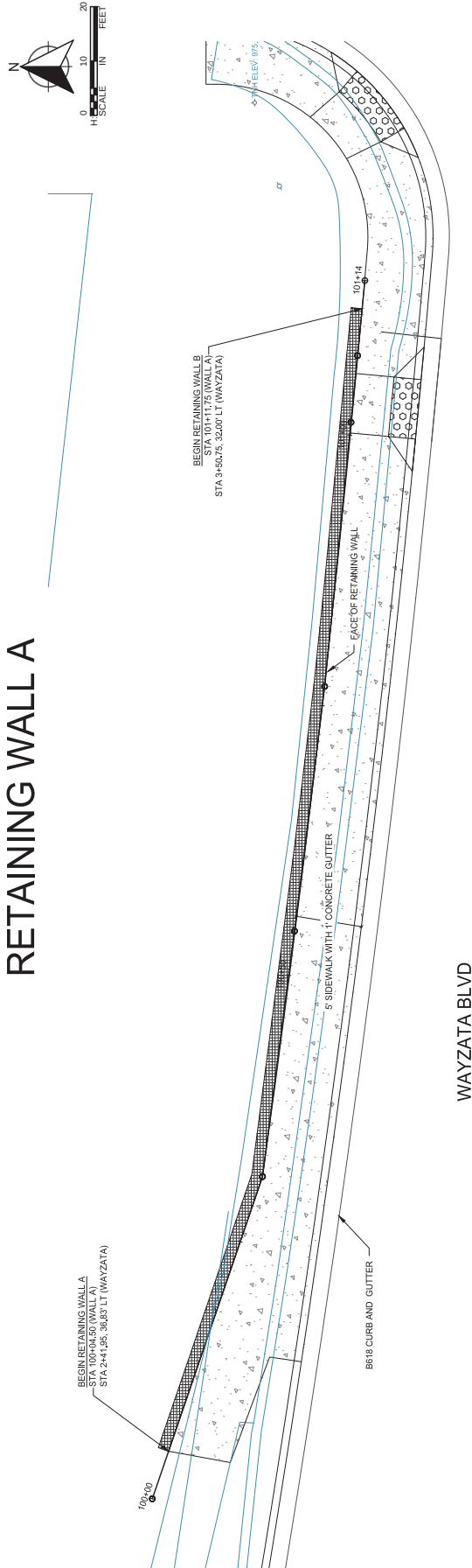
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WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

RETAINING WALL
DETAILS
WAYZATA BLVD

SHEET
32
OF
43

RETAINING WALL A



NOTES:

1. ALL STATIONS AND OFFSETS ARE TO THE TOP AND FACE OF THE WALL (UNLESS OTHERWISE NOTED).
2. STRUCTURAL EXCAVATION, LEVELING PAD, DRAINAGE SYSTEM, GRANULAR BACKFILL, GEOGRID AND ANY OTHER ITEM NOT SPECIFICALLY MENTIONED TO CONSTRUCT THE RETAINING WALL IS CONSIDERED INCIDENTAL.
3. MODULAR BLOCK RETAINING WALL AREA IS MEASURED BY THE SQ. FT. OF THE FACE OF THE BLOCK FROM THE BOTTOM OF THE WALL AS SHOWN IN THE PLANS. ADDITIONAL VARIATIONS OF THE LEVELING PAD AND/OR BLOCK PLACEMENT SHALL BE CONSIDERED INCIDENTAL.



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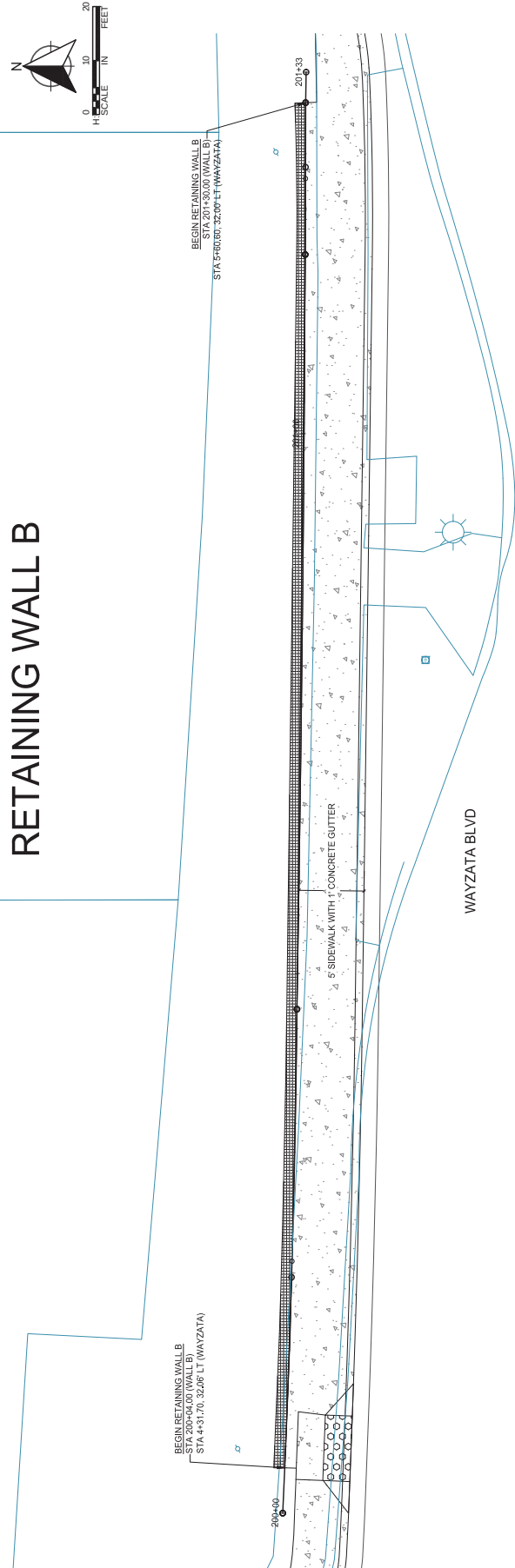
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WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

RETAINING WALL
DETAILS
WAYZATA BLVD

SHEET
33
OF
43

RETAINING WALL B



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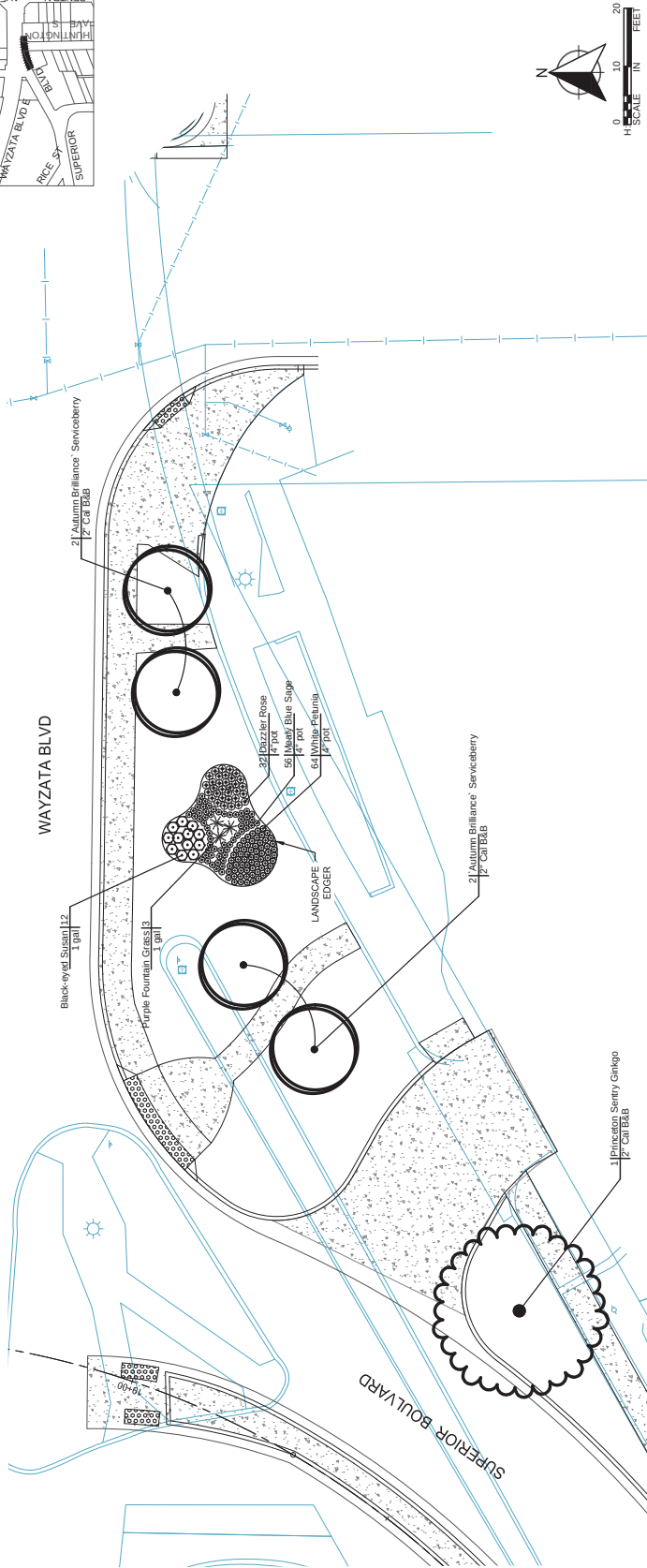
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WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

LANDSCAPE PLANS

SHEET
34
OF
43

LOCATION



PLANT SCHEDULE AREA 3

TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT
	4	Ametancher x grandiflora 'Autumn Brilliance' / 'Autumn Brilliance' Serviceberry	2' Cal B&B
	1	Ginkgo biloba 'Princeton Sentry' / Princeton Sentry Ginkgo	2' Cal B&B
ANNUALS/PERENNIALS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
	32	Impatiens walleriana / Dazzler Rose	4" pot
	64	Petunia x hybrida / White Petunia	4" pot
	12	Rudbeckia amplexicaulis / Black-eyed Susan	1 gal
	56	Salvia farinacea / Mealy Blue Sage	4" pot
GRASSES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
	3	Pennisetum setaceum / Purple Fountain Grass	1 gal



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CITY OF WAYZATA

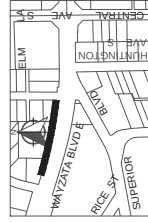
LANDSCAPE PLANS

SHEET
35
OF
43

PLANT SCHEDULE AREA 1

TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT.
	3	Ginkgo biloba / Princeton Sentry / Princeton Sentry Ginkgo	2' Cal B&B
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
	10	Cornus alba / Balthazo TM / Ivory Halo Dogwood	5 gal
	8	Rhus aromatica / Gro-Low / Gro-Low Fragrant Sumac	5 gal
	3	Syringa meyer / Palibin / Dwarf Korean Lilac	5 gal
ANNUAL/S PERENNIALS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
	47	Hemerocallis x Ruby Stella / Ruby Stella Daylily	1 gal
	50	Rudbeckia amplexicaulis / Black-eyed Susan	1 gal
	55	Sedum x Autumn Fire / Autumn Fire Sedum	1 gal

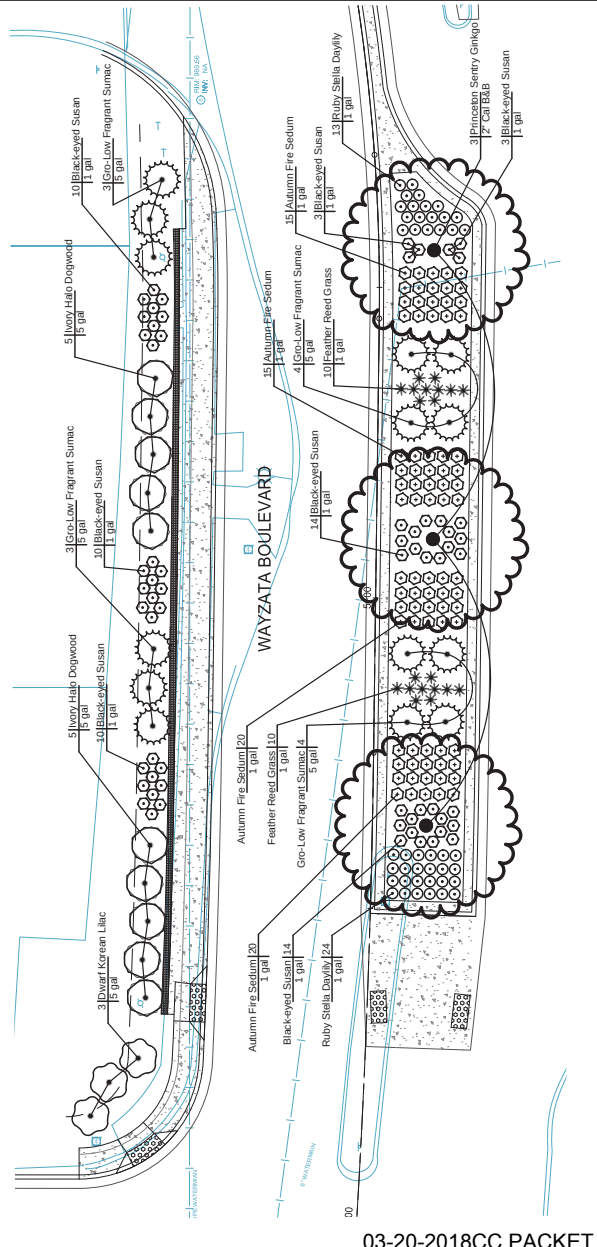
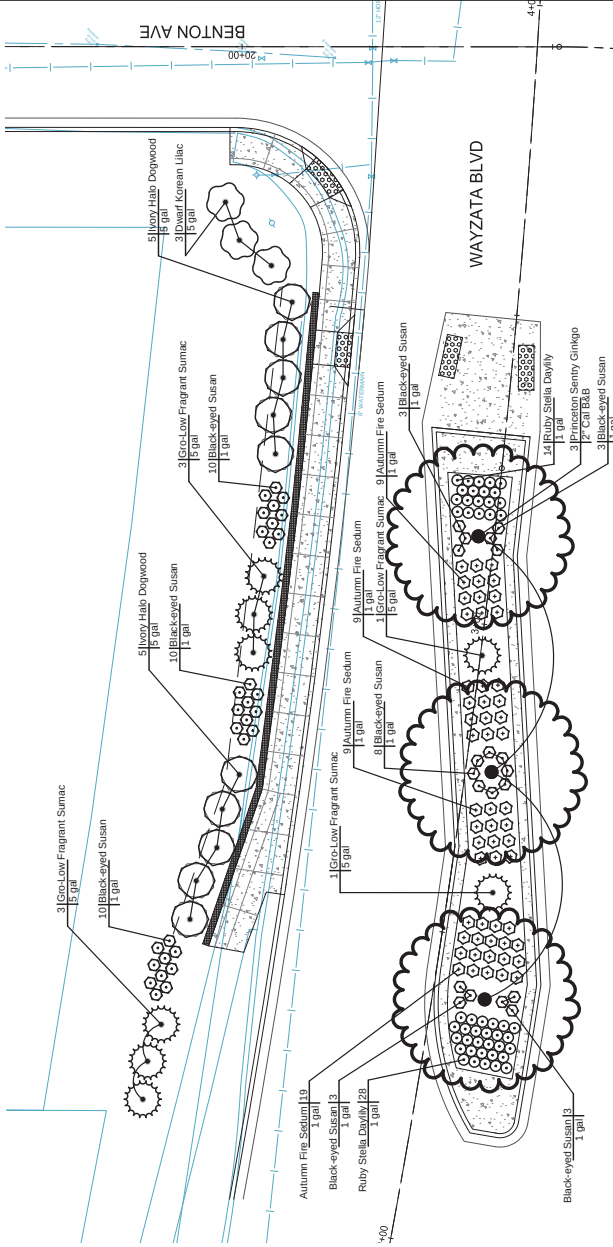
LOCATION



PLANT SCHEDULE AREA 2

TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT.
	3	Ginkgo biloba 'Princeton Sentry' / Princeton Sentry Ginkgo	2" Cal B&B
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
	10	Cornus alba 'Balthazo' TM / Ivory Halo Dogwood	5 gal
	14	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal
	3	Syringa meyeri 'Pailin' / Dwarf Korean Lilac	5 gal
ANNUALS/PERENNIALS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
	43	Hemerocallis x 'Ruby Stella' / Ruby Stella Daylily	1 gal
	64	Rudbeckia amplexicaulis / Black-eyed Susan	1 gal
	80	Sedum x 'Autumn Fire' / Autumn Fire Sedum	1 gal
GRASSES	QTY	BOTANICAL NAME / COMMON NAME	SIZE

LOCATION





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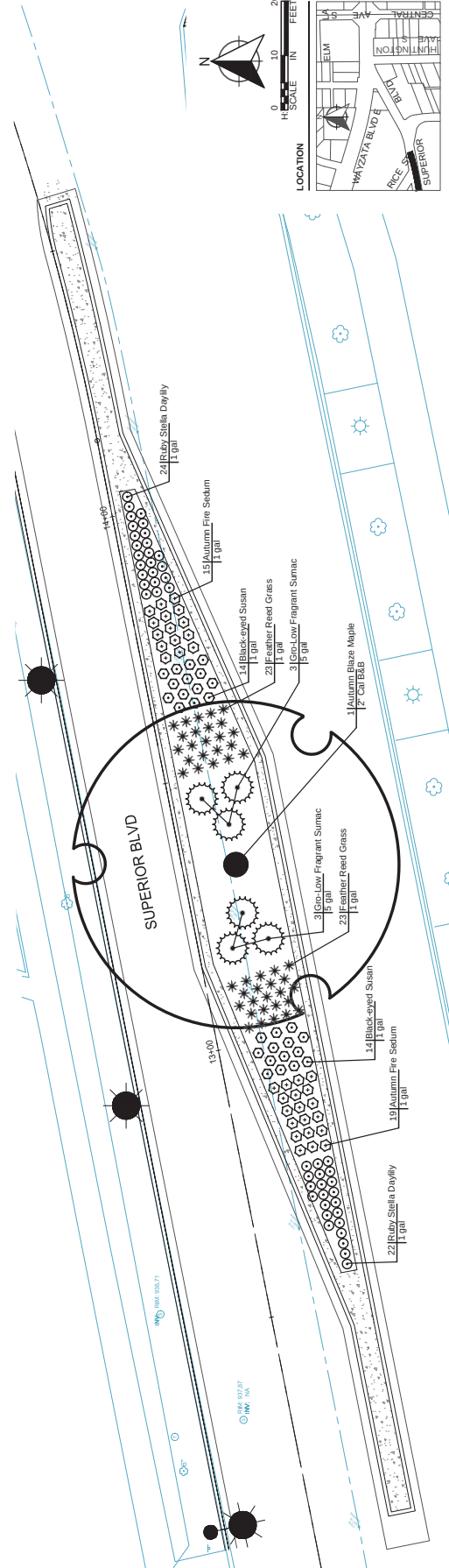
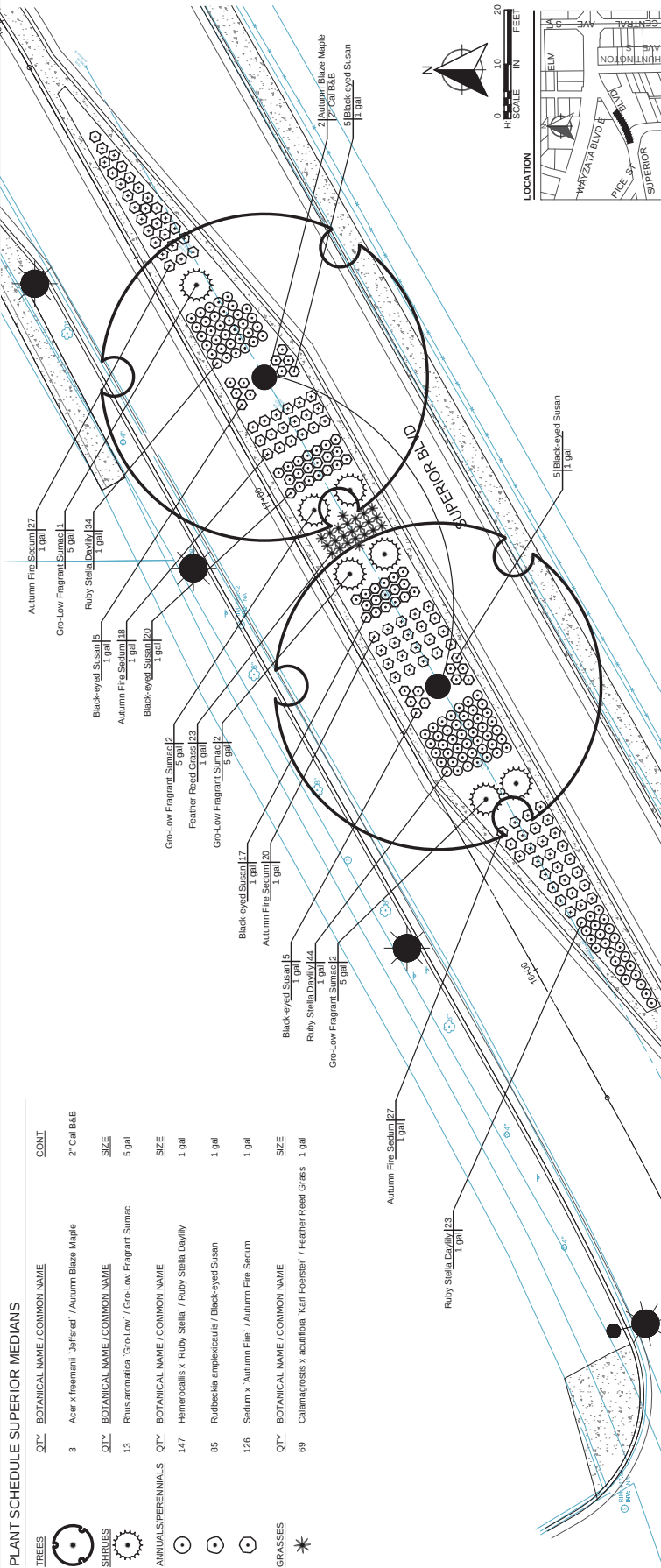
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WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

LANDSCAPE PLANS

SHEET
36
OF
43





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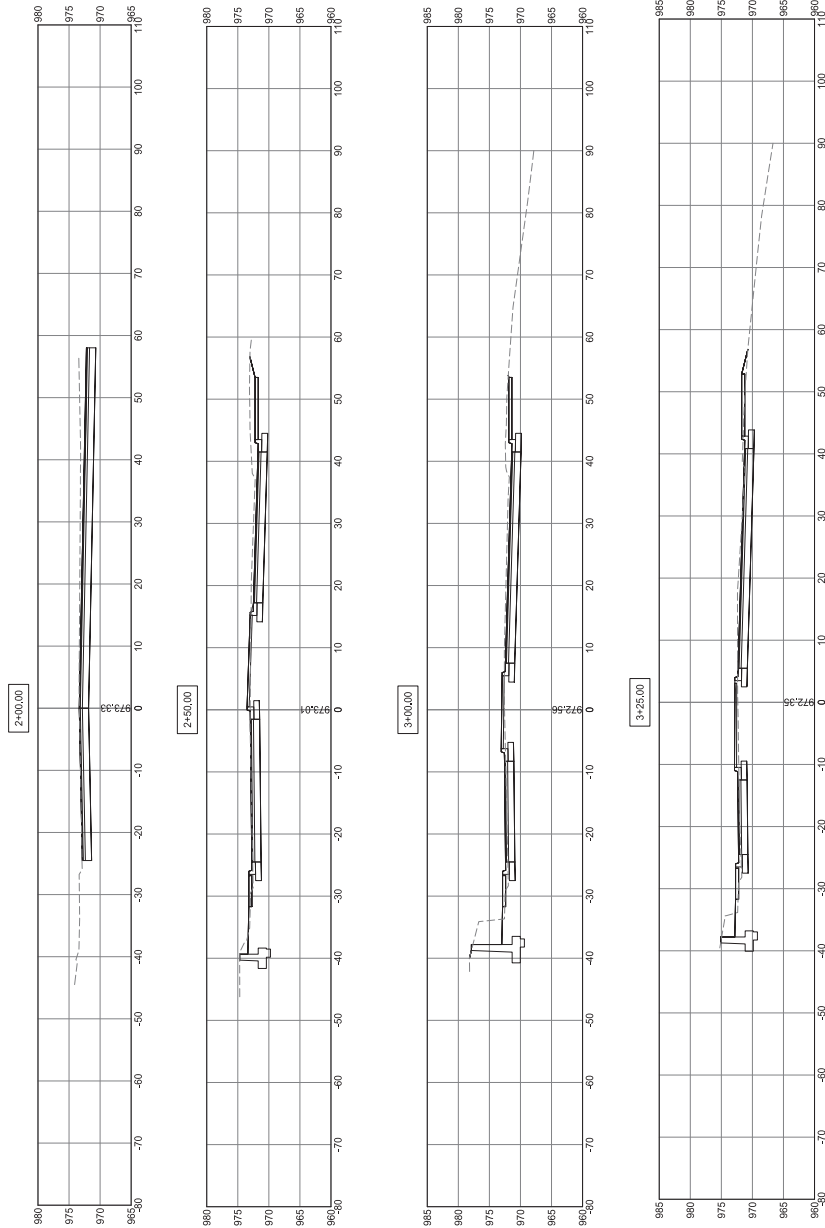
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WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

CROSS SECTIONS
WAYZATA BLVD

SHEET
37
OF
43





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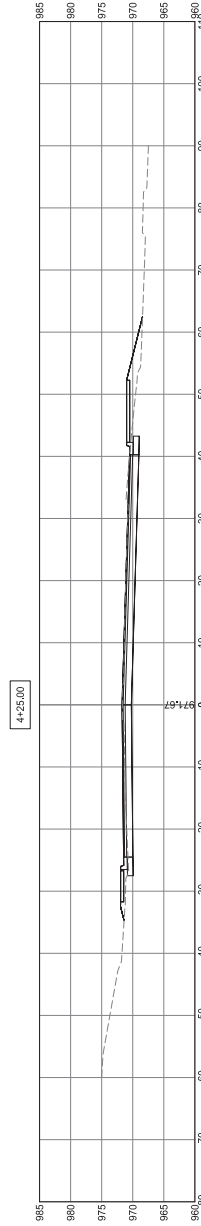
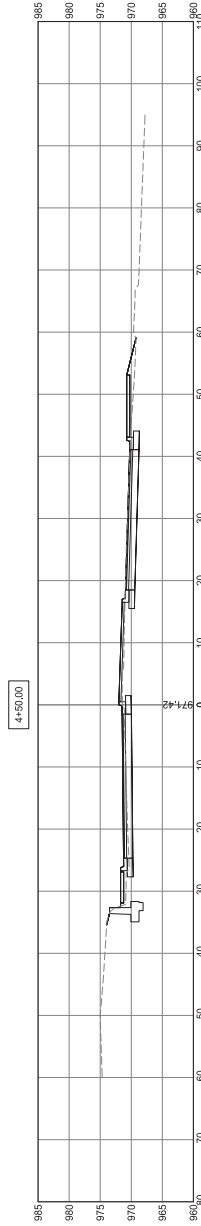
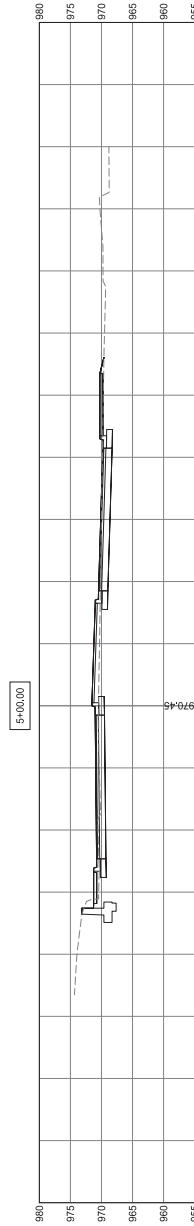
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WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

CROSS SECTIONS
WAYZATA BLVD

SHEET
38
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43





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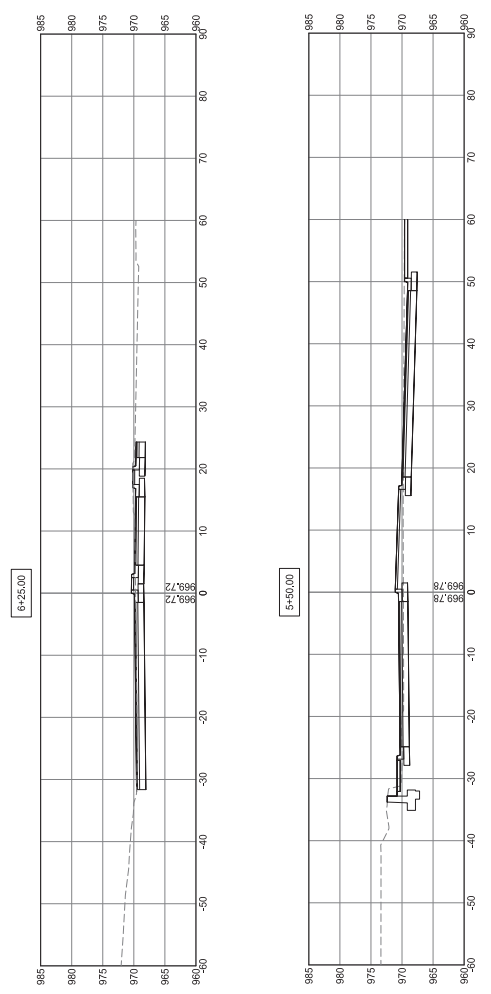
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WAYZATA BLVD-SUPERIOR
BLVD IMPROVEMENTS
CITY OF WAYZATA

CROSS SECTIONS
WAYZATA BLVD

SHEET
39
OF
43





WSB PROJECT NO.:
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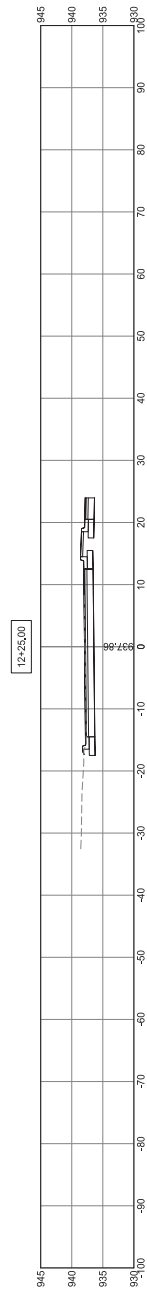
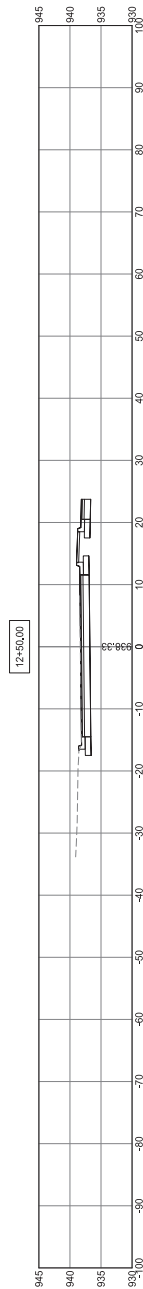
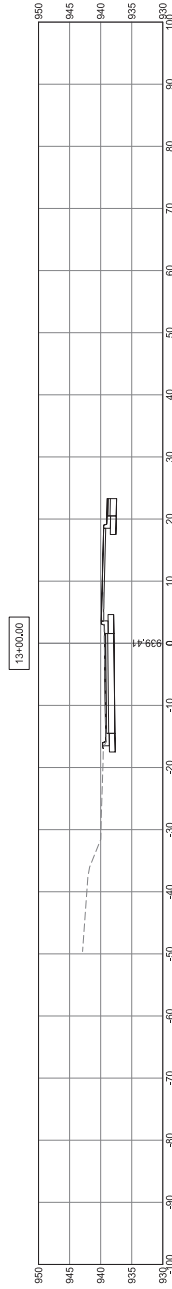
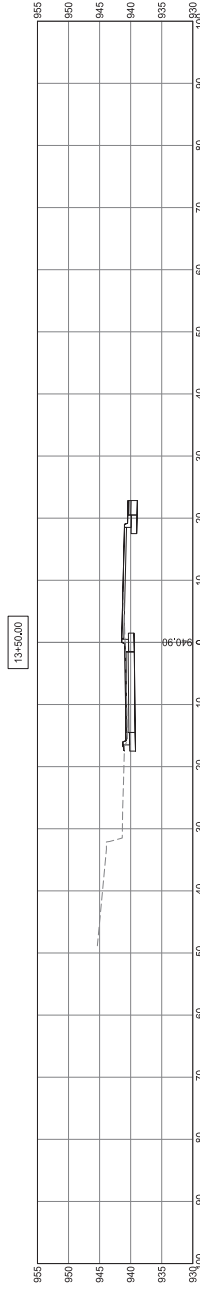
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CITY OF WAYZATA
BLVD IMPROVEMENTS
WAYZATA BLVD-SUPERIOR

CROSS SECTIONS
SUPERIOR BLVD

SHEET
40
OF
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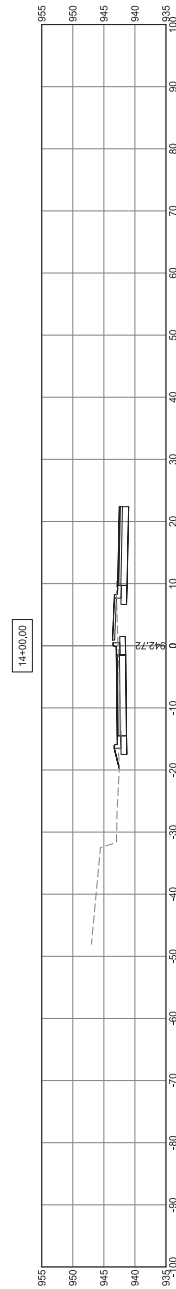
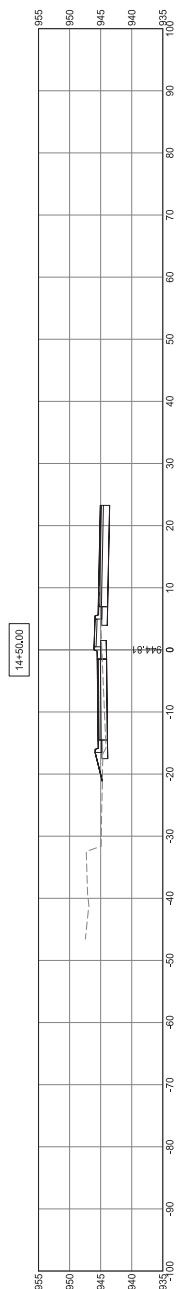
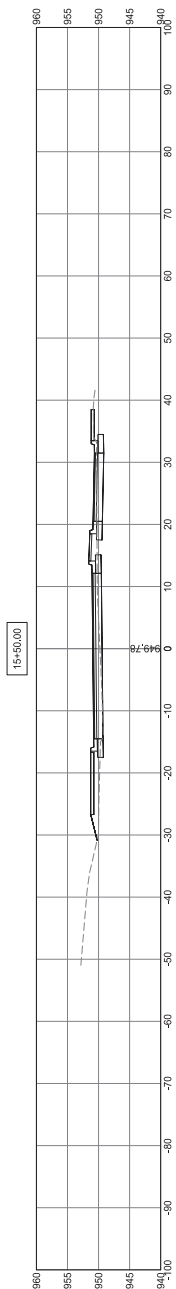
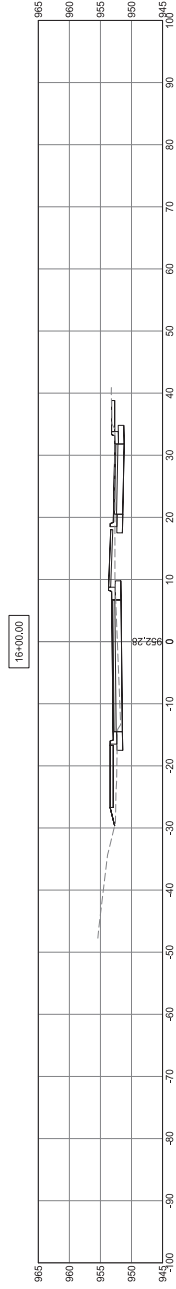
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CITY OF WAYZATA
BLVD IMPROVEMENTS
WAYZATA BLVD-SUPERIOR

CROSS SECTIONS
SUPERIOR BLVD

SHEET
41
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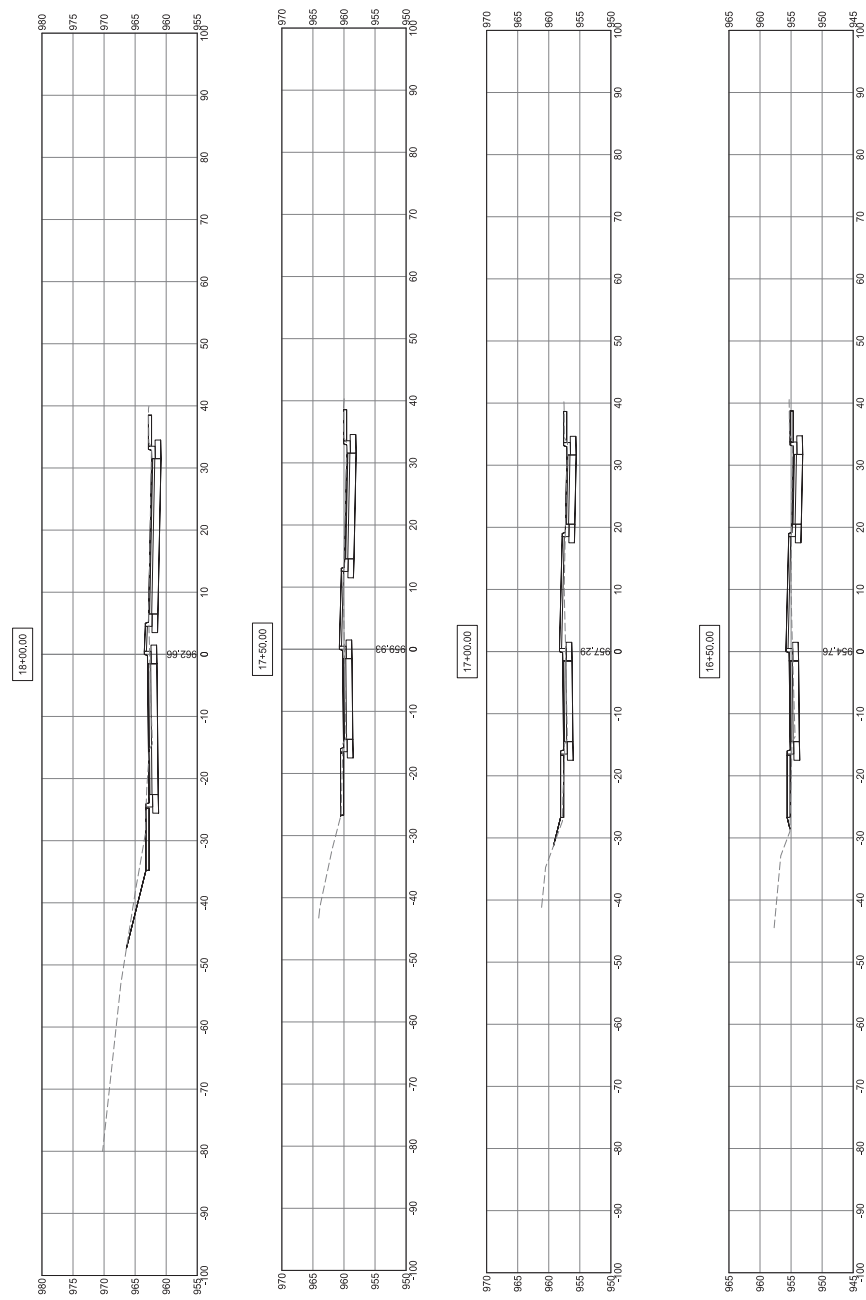
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PLAN BY:
MJ

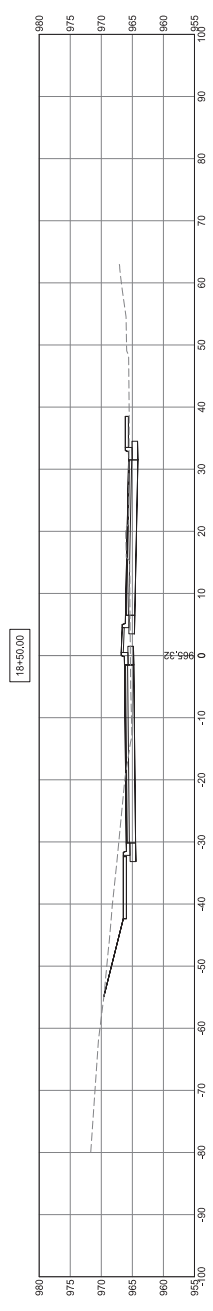
REVISIONS	
NO.	DATE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION,
OR REPORT WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER UNDER THE
LAWS OF THE STATE OF MINNESOTA.
BRAD A. REIFSTECK
DATE: 01/04/18 L.C. NO.: 47930

CITY OF WAYZATA
BLVD IMPROVEMENTS
WAYZATA BLVD-SUPERIOR

CROSS SECTIONS
SUPERIOR BLVD

SHEET
43
OF
43





WSB PROJECT NO.:
01064-0-000

SCALE: DESIGN BY:
AS SHOWN BR
PLAN BY: CHECK BY:
MJ XXX

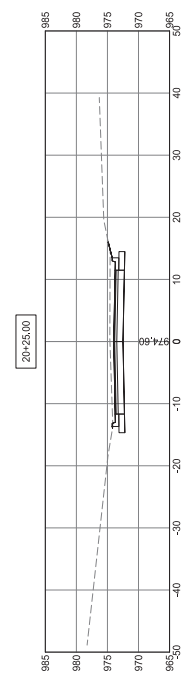
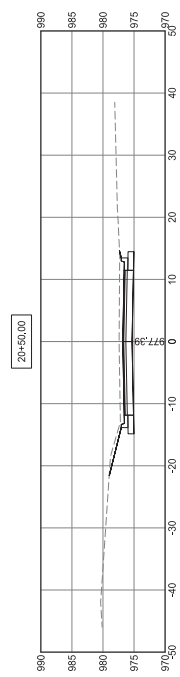
REVISIONS	
NO.	DATE DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION,
OR REPORT WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER UNDER THE
LAWS OF THE STATE OF MINNESOTA.
BRAD A. REIFSTECK
DATE: 01/04/19 L.C. NO.: 47930

CITY OF WAYZATA
BLVD IMPROVEMENTS
WAYZATA BLVD-SUPERIOR

CROSS SECTIONS
BENTON AVE

SHEET
44
OF
43



Begin forwarded message:

From: Terri Huml <terhuml@aol.com>
Date: February 28, 2018 at 12:13:05 PM CST
To: Steven Tyacke <steventyacke@gmail.com>
Subject: Re: Superior reconstruction

Thanks Steve. The retailers, for the first time in 8 years, are enjoying a construction free access to Wayzata. It's made a significant improvement for us all. And we have the Lake St project in 2019 that will be a major disruption for a period of time. Sometimes engineers don't utilize a methodology of seeing the impact of the scope of work beyond the project. When Bushaway was closed it was awful and other than listening sessions, no accommodations were made at all.

I think we are in heaven.

Sent from my iPhone

On Feb 28, 2018, at 6:23 AM, Steven Tyacke <steventyacke@gmail.com> wrote:

Terri,
Thank you for your views. I entered it into the materials for the meeting so the other CM's may have the benefit of your insights.

Have a great vacation!
Steve

Sent from my iPhone

On Feb 27, 2018, at 8:55 AM, Terri Huml <terhuml@aol.com> wrote:

Hi Steve,
Mark and I are heading to Costa Rica this morning and I won't be able to attend the council meeting on the 6th. I have serious concerns over the construction at the intersection of Wayzata Blvd and Superior. The main reason the traffic flows as well as it does it because the right land has a constant flow. If we have a timed light, the back up into intersection of 101 will have complications that we can't even imagine. I also question the validity of the traffic studies that have been done because we have had open access to town with all the road construction for years. Once this construction takes place, we can't "undo" it. I know you and Alex didn't have a firm opinion on either side but I'm absolutely convinced that this is a mistake. I'd like to urge the council to reconsider the this project and not proceed.

Hope you are doing well.

Sent from my iPhone

As each of you awake every morning, likely the first thing on your mind is, "Gosh, when are we gonna hear from Barry?"

O happy day...

Topic: Wayzata Blvd – Superior Construction

The reconfiguration of this intersection has been a topic for years.

However, recently while considering the pending redesign I've become convinced that as awkward as the intersection seems, it actually works. I think making it better will be found only in modest adjustments rather than the grand undertaking scheduled this summer.

THOUGHT ONE Not a single person moved to Benton Avenue because they were promised improved access to Wayzata Blvd. They all bought-in with their collective eyes wide open – like moving near an airport runway. There's no reason for a sympathetic vote; they are not victims.

THOUGHT TWO My junior high geometry tells me that reconfiguring Superior into right angle connection with Wayzata Blvd (here after WB) means the slope on the realigned segment of Superior must get steeper as the travel distance is shortened: the math of hypotenuse v leg.

THOUGHT THREE As frustrating as the intersection seems, its main virtue is traffic heading down Superior or continuing west on WB can move through the intersections at the speed limit – 35 mph – and speed determines how many cars get through.

The redesign, however, makes the turn from WB onto Superior a full 90 degree, left-hand turn reducing speeds from 35 to 9 mph. Therefore, assuming the green light timing remains unchanged fewer cars will get through. Three consequences 1) fewer cars get through creating more backup, 2) a longer green light is required backing

up the cars heading east on WB or 3) discouraged Superior bound cars will continue west on WB and turn left on Broadway, meaning the intersection needs new lights and median reconstruction to provide more stacking space for folks heading down to Lake Street: a cost not funded by TIF money.

Meanwhile, I trust everyone has witnessed the morning and evening traffic on Wayzata Blvd stretching between Wells Fargo and Ferndale. There are many times when the continuous stream of east-bound WB traffic allows only a single west bound car to turn onto Broadway.

THOUGHT FOUR In the last two years the west bound traffic at the Central/WB intersection has experienced a mini grid lock because the Superior/WB intersection is full. So the new Superior 90 degree turn coupled with eliminating the WB green arrow will lengthen traffic stops for everyone. How do these two changes coupled with inherently more Wayzata-destination traffic not add to the congestion? Furthermore, school buses heading for the Lake-Effect interpretative center will be using this same intersection... and school buses are big, and cumbersome... It should be noted that the huge restaurant supply trucks use Superior. The new 90 degree, left turn will be difficult and painfully slow.

THOUGHT FIVE We are failing to appreciate the future predestined surge in traffic as Wayzata's popularity grows and redevelopment continues – multiple projects starting construction this summer. We are a destination. The hotel coupled with a dozen popular restaurants has profoundly transformed the dynamics in just two years.

THOUGHT SIX Ultimately, the proposed changes to the intersection have two outcomes: better or worse. I would argue (nay, wager) that if the traffic flow improves it's very *marginal* at best... but the probability of worsening the traffic is substantially higher than improving it. Frankly, I would not have the courage to approve this project; the risk is too high and the reward is too low

THOUGHT SEVEN Bear in mind, you good folks own the outcome. There can be no, "I didn't know that would happen." This is concrete you're pouring not a retractable policy. And if the traffic flow improves marginally, was it worth the million dollars or are we spending because it's free money. This big government-like logic is troublesome, and maybe that's the most frustrating concern of all; *spending cus we can*. So it begs this question – the true test: would you raise our taxes for the construction if there were no available TIF dollars?

THOUGHT EIGHT I'm certain you're aware the construction disruption will raise everyone's ire to a crescendo likely never seen before; possible palace coup status. Neighborhoods used for pass-thru traffic will be screaming for barriers. Businesses will endure another disruptive season... and then we rebuild Lake Street the following summer. The "No U Turn" sign recently posted on Hillside Drive leaves west-side residents no option but slugging through the Superior-WB intersection.

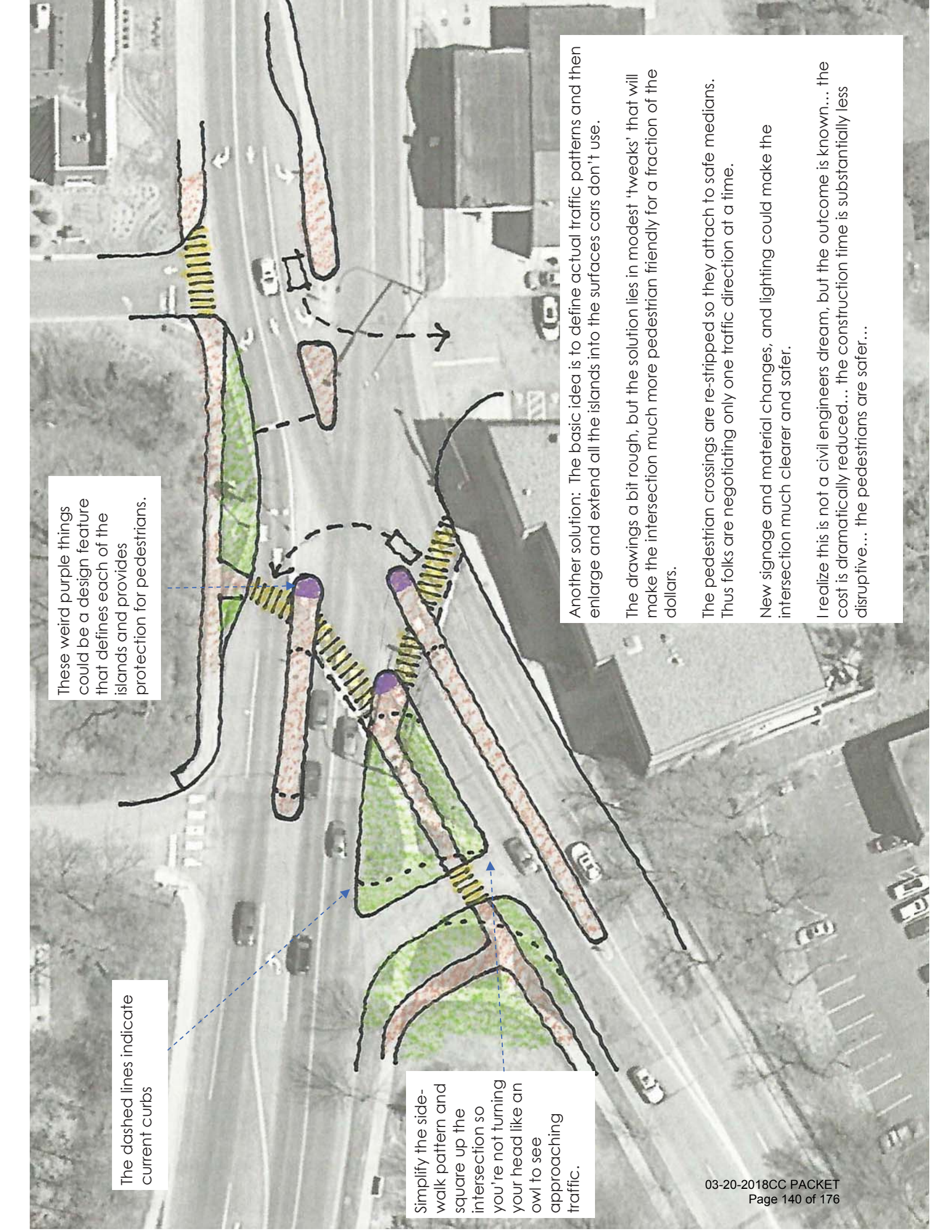
THOUGHT NINE I realize money is being spent on the engineering for spring-time construction, but the first thing one learns in B-school is the principle of *sunk costs*; having spent money is no justification for spending more when situations change.

Maybe the most basic question becomes; *is changing the intersection with only a low probability for improvement really worth the disruption?*

Please see the attached option. This is the "tweak" approach where change is subtle, but effective and less costly.

P e a c e a n d L o v e





These weird purple things could be a design feature that defines each of the islands and provides protection for pedestrians.

The dashed lines indicate current curbs

Simplify the sidewalk pattern and square up the intersection so you're not turning your head like an owl to see approaching traffic.

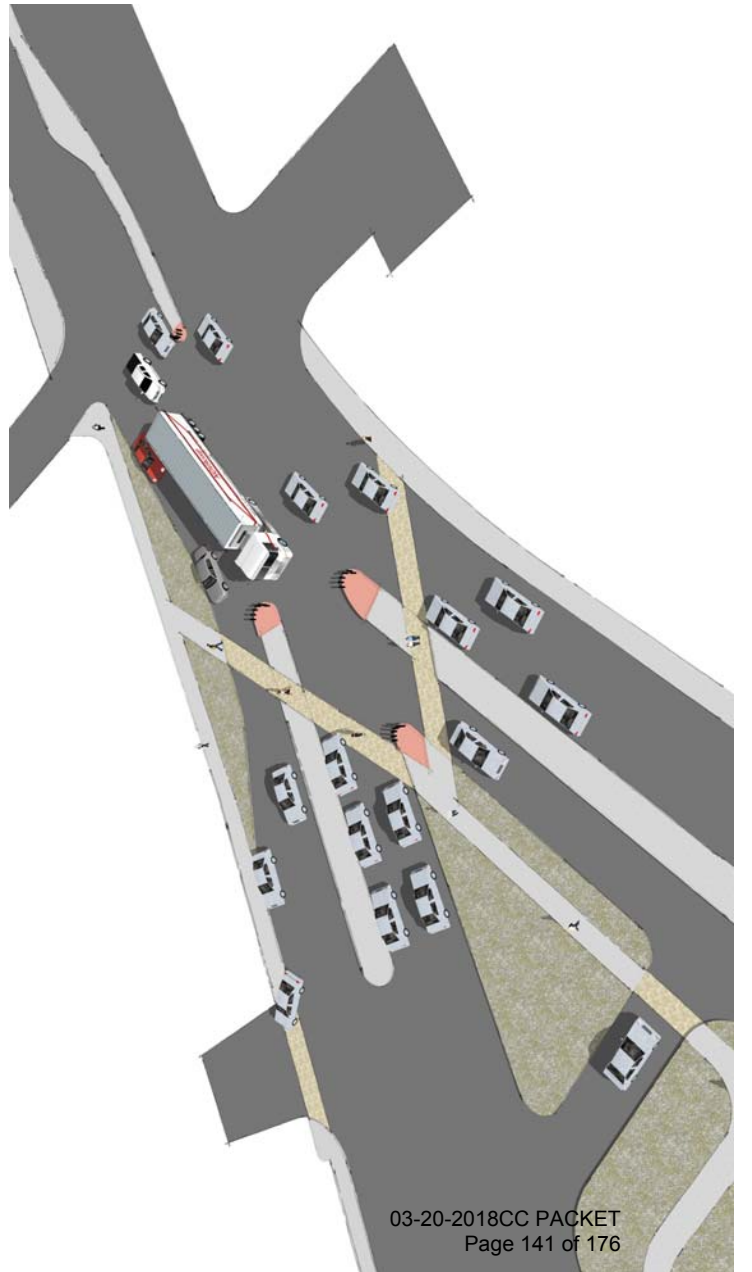
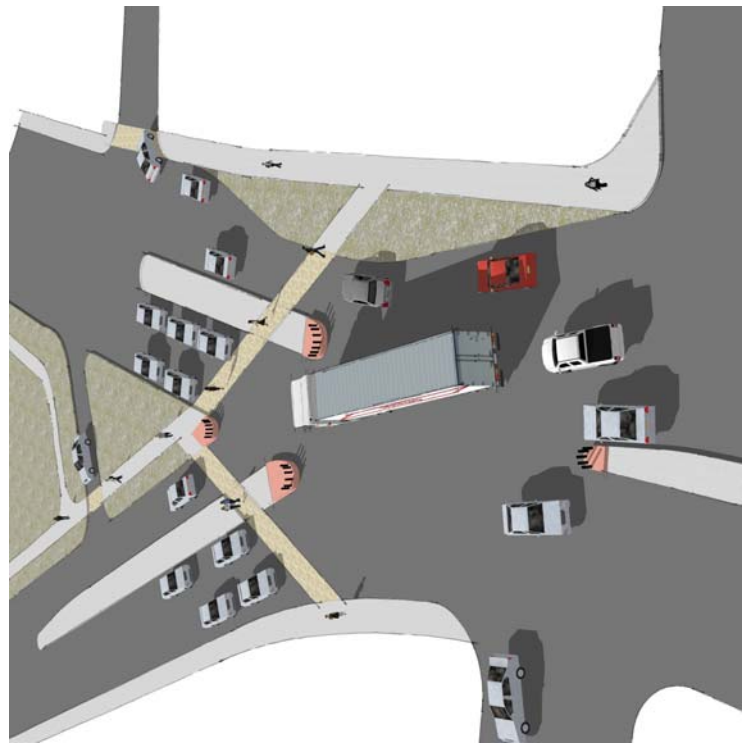
Another solution: The basic idea is to define actual traffic patterns and then enlarge and extend all the islands into the surfaces cars don't use.

The drawings a bit rough, but the solution lies in modest 'tweaks' that will make the intersection much more pedestrian friendly for a fraction of the dollars.

The pedestrian crossings are re-stripped so they attach to safe medians. Thus folks are negotiating only one traffic direction at a time.

New signage and material changes, and lighting could make the intersection much clearer and safer.

I realize this is not a civil engineers dream, but the outcome is known... the cost is dramatically reduced... the construction time is substantially less disruptive... the pedestrians are safer...



Jeffrey Dahl

From: Jeffrey Dahl
Sent: Friday, March 02, 2018 1:39 PM
To: 'Threlkeld, Celia K'
Cc: Ken Willcox; Jeff Thomson; Mike Kelly; Kristin Classey; Dave Dudinsky
Subject: RE: Wayzata & Superior Blvd.

Hi Celia,

It is true that the current design indicates Wayzata Blvd will be straightened with Superior Blvd "t-ing" up to Wayzata Blvd at a 90 degree angle. Currently, 2/3 of west bound traffic utilizes Wayzata Blvd vs. Superior Blvd. This design should reduce congestion significantly and make it much easier to cross from a pedestrian perspective. There are a certainly pros and cons to each alternative. If the current design is approved, there would be additional signage to direct downtown traffic to Superior Blvd.

Jeff

From: Threlkeld, Celia K [mailto:CThrelkeld@CBBURNET.COM]
Sent: Friday, March 02, 2018 10:41 AM
To: Jeffrey Dahl <jdahl@wayzata.org>
Cc: Ken Willcox <kenwillcox@wayzata.org>; Jeff Thomson <jthomson@wayzata.org>; Mike Kelly <mike@wayzata.org>; Kristin Classey <Kclassey@wayzata.org>; Dave Dudinsky <daved@wayzata.org>
Subject: RE: Wayzata & Superior Blvd.

Hi Jeff,

Thank you for the response. Is it true that the favored proposal is to direct traffic onto Wayzata Blvd. vs. down Superior? If so, why is that preferred?

Thanks,

Celia



International Presidents Circle

612-867-8244

<http://celiathrelkeld.com>

From: Jeffrey Dahl [mailto:jdahl@wayzata.org]
Sent: Thursday, March 01, 2018 8:49 PM
To: Threlkeld, Celia K <CThrelkeld@CBBURNET.COM>
Cc: Ken Willcox <kenwillcox@wayzata.org>; Jeff Thomson <jthomson@wayzata.org>; Mike Kelly <mike@wayzata.org>;

Kristin Classey <Kclassey@wayzata.org>; Dave Dudinsky <daved@wayzata.org>

Subject: RE: Wayzata & Superior Blvd.

Hello Ms. Threlkeld,

Thanks for your email and thank you for letting us know about the out of date map on the website.

Over the past year or so, the City has been focused on getting out the latest information on the Superior/Wayzata Blvd project through open houses, direct mailings, and via newsletters, social media, and website. We were recently made aware that one page of the website, was out of date---the same page you mentioned. So, we've been working on an updated page which we can point people to. It should be up tomorrow.

Sorry for the misinformation. In the meantime, click on the link to view information that was presented at the June 6th, 2017 City Council meeting (Page 102) http://www.wayzata.org/AgendaCenter/ViewFile/Agenda/_06062017-578

The Council will likely consider moving forward with the reconstruction project at its March 20th meeting or shortly thereafter. Assuming the project moves forward this year, there will be a blitz of communication to ALL Wayzata residents/businesses as the construction will certainly impact everyone.

Please let me know if you have any questions.

Thanks!

Jeff

From: Threlkeld, Celia K [<mailto:CThrelkeld@CBBURNET.COM>]

Sent: Thursday, March 1, 2018 7:25 PM

To: Ken Willcox <kenwillcox@wayzata.org>; Dan Koch <dankoch@wayzata.org>; Johanna McCarthy <johannamccarthy@wayzata.org>; Alex Plechash <alexplechash@wayzata.org>; Steven Tyacke <styacke@wayzata.org>

Cc: Jeffrey Dahl <jdahl@wayzata.org>; Jeff Thomson <jthomson@wayzata.org>

Subject: Wayzata & Superior Blvd.

Dear Council Members,

It came to my attention that two proposals were being considered for the intersection of Wayzata Blvd and Superior Blvd. Wanting to be informed of what's affecting me as a Wayzata resident, I turned to Wayzata.org for the details. There I found information from 2008. The drawings I saw that were sent to the Benton Ave residents were not on the website. With something as significant as a major intersection change, a notice should be sent to all residents of Wayzata, not just the residents closest to that intersection. Given the fact that the retail stores in town need all the help they can get to stay busy, I would hope the council would promote driving traffic down Superior Blvd., so traffic is driving past retail stores on their way to a parking spot.

Please make sure that updated information and drawings regarding this important intersection is on the website as soon as possible.

Regards,

Celia

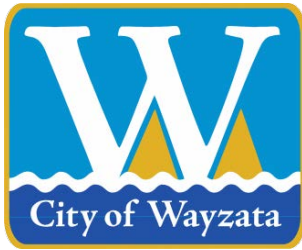


International Presidents Circle

612-867-8244

<http://celiathrelkeld.com>

***Wire Fraud is Real*. Before wiring any money, call the intended recipient at a number you know is valid to confirm the instructions.** Additionally, please note that the sender does not have authority to bind a party to a real estate contract via written or verbal communication.



City of Wayzata City Council Agenda Report

MEETING DATE: March 20, 2018	AGENDA ITEM: 8c
TITLE: Consider Approval of Proposals and Authorization of Contracts with Stantec and SRF Consulting for 2040 Comp Plan Services	
PROPOSED MOTION/S: To Approve the Proposals and Authorize the Contracts with Stantec and SRF Consulting	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED: Staff recommends that the City Council approve the proposals and authorize execution of contracts with SRF Consulting and Stantec for 2040 Comprehensive Plan services.

FINANCIAL OR BUDGET CONSIDERATION:

There are three funds available to pay for the consultant costs for the 2040 Comprehensive Plan Update, the Comp Plan Fund and funds allocated in the Water and Sewer Capital improvements Plan (CIP). The Comp Plan fund currently has a balance of approximately \$82,000. With the current contract with Future IQ for visioning services, the available fund balance is \$66,000. The CIP includes \$35,600 for the water system master plan and \$35,600 for the sanitary sewer master plan. The CIP would fully fund the proposals for the water and sanitary sewer components. There would be \$36,000 remaining in the Comp Plan fund to pay for additional future services. The following is a summary of the costs and funding sources for the proposals and contracts:

Comp Plan Chapter	Consultant	Cost	Fund
Water System Master Plan	Stantec	\$29,700	Water CIP
Sanitary Sewer Master Plan	Stantec	\$32,600	Sewer CIP
Stormwater Management Plan	Stantec	TBD (future contract)	Comp Plan Fund
Land Use, Housing & Transportation	SRF Consulting	\$29,693	Comp Plan Fund

BACKGROUND:

At the Council meeting on March 6th, the City Council accepted the visioning report for the 2040 Comprehensive Plan update. The visioning report is a critical component of the City's Comp Plan update, and included a broad and significant community engagement effort. The visioning report provides the background information on community demographics, population characteristics, and future trends. Most importantly, the visioning report provides the vision statement, preferred future, guiding principles, and a vision in action strategic framework. This information is the foundation of the comprehensive plan, and provides the basis for the next phase, the development of the individual components of the Comp Plan.

Proposals

The City has received a proposal from SRF Consulting to complete the land use, housing, and transportation chapters of the Comp Plan, and a separate proposal from Stantec to complete the

water supply and waste water plans. Additional services will need to be considered for surface water (stormwater) management, providing technical data and maps, drafting the implementation chapter, and compiling and drafting the final Comp Plan document.

Steering Committee

The work on the Comp Plan will include several meetings with the steering committee that has been established to lead the Comp Plan update. The steering committee consists of representatives from the City Council, Planning Commission, Housing and Redevelopment Authority, Heritage Preservation Board, Parks & Trails Board, Chamber of Commerce, and other City stakeholders. The proposal from SRF Consulting includes four steering committee meetings from April through July to review the land use, housing, and transportation chapters. In addition, SRF's proposal includes a Planning Commission and City Council meeting.

Comp Plan Outline

The following is a draft outline of the 2040 Comp Plan, the components of each chapter, and the planned source for the chapter:

	Chapter	Components	Status/Source
1	Introduction	History Comprehensive Planning Community Engagement Summary	
2	Demographics, Social and Economic Trends	Executive Summary Community Profile Population Characteristics and Trends Growth Forecasts	Community Profile and Benchmark Analysis (Future iQ) Met Council System Statements
3	Community Vision	Introduction Vision Development Preferred Future and Key Themes Wayzata 2040 Vision Vision in Action Strategic Framework Guiding Principles	Wayzata 2040 Community Vision Report (Future iQ)
4	Land Use	Existing Land Uses Future Land Uses Objectives & Policies Redevelopment	SRF Consulting
5	Housing	Existing Conditions Future Needs Objective & Policies	SRF Consulting
6	Transportation	Executive Summary Existing and Future Conditions • Pedestrians • Transit • Bicycle • Roadway • Freight • Aviation • Best Practices	SRF Consulting

7	Parks & Trails	Guiding Principles Existing Conditions Future Needs Regional Parks & Trails Parks & Trails Planning and Design Master Plan	Parks & Trails Master Plan (Confluence)
8	Natural Resources & Resilience	Summary of Natural Resources Objectives and Policies	Update of current Comprehensive Plan
9	Historic and Cultural Resource Preservation	Objectives and Policies	Update of current Comprehensive Plan
10	Water Resources	Surface Water Water Supply Wastewater	Stantec
11	Implementation		

Next Steps

Upon authorization of these proposes, staff will work with the consultants on putting together a comprehensive timeline which will result in meeting the Met Council's submittal deadline of December 31, 2018.

ATTACHMENTS:

1. SRF Consulting 2040 Comp Plan Proposal, dated March 12, 2018
2. Stantec 2040 Comp Plan Proposal, dated March 9, 2018
3. Draft Contract for Professional Services between the City of Wayzata and SRF Consulting
4. Draft Contract for Professional Services between the City of Wayzata and Stantec

March 12, 2018

Mike Kelly, P.E.
City Engineer/Assistant Director of Public Works
600 Rice Street East
Wayzata, MN 55391

Subject: Proposal for Professional Services for 2040 Comprehensive Plan Update –
Transportation, Land Use and Housing Chapters

Mr. Kelly:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services to update the City's Comprehensive Plan – Transportation, Land Use and Housing Chapters. We understand this effort will be used by City staff and integrated into the overall City's Comprehensive Plan.

Scope of Services

We propose to carry out the work ("Scope of Services"), set forth in Attachment B, attached hereto and incorporated into this Agreement. The scope of services includes the tasks required to update the City's Transportation, Land Use and Housing Chapters.

Assumptions

Assumptions are included in Attachment B.

Schedule

We will complete this work within a mutually agreed-upon time schedule.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost, and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$29,693, which includes both time and expenses. See Attachment B – Scope of Services and Person-Hour Estimates for a breakdown of our services.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429

An Equal Opportunity Employer

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A) and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is mcote@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read "MKCote", is written over a light gray rectangular background.

Marie K. Cote, PE,
Project Principal

mkc

Attachments:

Attachment A – Standard Terms and Conditions

Attachment B – Scope of Services and Person-Hour Estimate

Approved

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

U:\Wayzata\180312_Wayzata Tran Plan Proposal.docx

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

SRF Consulting Group, Inc.

Client: City of Wayzata

Project: Transportation Plan Update



11484.PP

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	CLERICAL	TOTALS	EST. FEE
1.0	Project Management								
	<u>Assumptions:</u>								
	- This task accounts for minor coordination with City staff to review/discuss Plan outcomes and/or components throughout the process.								
	- Six meetings are included in this scope of work.								
1.1	Manage daily work activities, coordinate tasks and meetings, review budgets and billings, communication with the necessary personnel, quality assurance and quality control reviews of work products, and all other work to ensure all project tasks are completed on time and within budget.								
1.2	Prepare for and attend four steering committee meetings throughout the process: two on land use, one on housing and one on transportation. In addition, prepare for and attend one Planning Commission (June 4, 2018) and one City Council (June 19, 2018) meeting.								
SUBTOTAL - TASK 1									
		0	0	32	0	4	0	36	\$4,412
2.0	Transportation Forecasting								
	<u>Assumptions:</u>								
	- Only one land use and roadway network scenario is assumed for this task. It DOES NOT include sensitivity testing of potential alternatives. Alternative testing must be included as part of separate activities, if desired.								
	- It is assumed that a majority of the existing roadway volumes from the Hennepin County Transportation Plan are available for use, consistent with the City's previous Plan. However, there are two local street locations where traffic counts need to be collected and one local street location where existing video needs to be analyzed for full daily volume.								
	- It is assumed the forecasts will not provide the level of detail to determine geometric layouts at intersection locations. Daily traffic forecasts will be developed to support planning-level recommendations only.								
2.1	Develop year 2040 average daily traffic forecasts for the City of Wayzata using the following method using the Hennepin County travel demand as a base model.								
		4	0	0	0	46	0	50	

SRF Consulting Group, Inc.

Client: City of Wayzata

Project: Transportation Plan Update



11484.PP

- a) Collect 24-hour tube counts on Lake Street east of Superior Boulevard and Ferndale Road north of Lake Street. In addition, review the remaining video for Wayzata Boulevard east of Barry Avenue to obtain a 24-hour traffic count.
- b) Develop a map of existing volumes and validate the travel demand model in the area.
- c) Prepare and run year 2040 Travel Demand Model for one scenario, apply reasonableness checks.
- d) Develop year 2040 daily traffic forecasts for all roadway locations in Map 5.3 from the previous 2008 update.
- e) Update Transportation Chapter text and appendices - Roadway System Plan

SUBTOTAL - TASK 2

3.0 Roadway Plan - Existing and Future System Issues and Plans

Assumptions:

- The City will provide supporting documents and data.
- The roadway plan portion of the Transportation Plan will be purely an update of the planned/programmed improvements, crash data, current functional class and jurisdictional alignment, access guidance, etc.
- All maps will be prepared by SRF to incorporate in City's template, with the exception of those showing City of Wayzata as the source.

4 0 0 0 0 46 0 50 \$5,214

50

0 8 0 0 80 0 88

88

- 3.1 Identify mapping changes needed to functionally classified roads and their respective jurisdictional alignment.

- 3.2 Assess, analyze and document the following:

- a) Describe recommendations from previous applicable studies regarding roadway improvements and/or changes in land use or access.
- b) Incorporate state, county and local access management guidelines.
- c) Describe any safety and capacity issues and plans to address those issues.
- d) Identify existing and future number of lanes.
- e) Identify current and forecasted 2040 traffic volumes.
- f) Identify existing and future roadway volume to capacity issues.
- g) Identify future right-of-way needs.
- h) Identify future planned improvements, including regional, County, local and other transportation improvements within the City of Wayzata.

- 3.3 Update Transportation Chapter text and appendices - Roadway System Plan
- 3.4 Identify related transportation impacts within the City of Wayzata. Update Transportation Chapter text and appendices - Related Transportation Impacts.

SUBTOTAL - TASK 3

0 0 0 8 0 80 0 88 \$8,608

88

SRF Consulting Group, Inc.

Client: City of Wayzata

Project: Transportation Plan Update



11484.PP

4.0	Multimodal Connectivity	0	0	4	0	8	0	12
	<u>Assumptions:</u>							
	- The City will provide supporting documents and data.							
4.1	Review multimodal plan text and incorporate into Transportation Plan update.							
4.2	Review and describe the Regional Bicycle Transportation Network (RBTN) in Wayzata.							
4.3	Describe status/issues associated with potential bicycle facility alignments within designated RBTN corridors.							
4.4	Describe and identify map revisions for the locations of regional employment clusters and activity center nodes and their relationship to the RBTN.							
4.5	Analyze the need for local bicycle and pedestrian facility improvements to address existing deficiencies/gaps and propose connections that remove barriers.							
4.6	Discuss and address the pedestrian system needs in Wayzata in a manner that responds to the community's designation, according to Thrive MSP 2040.							
4.7	Update Transportation Chapter text and appendices - Bicycle/Trail Plan							
	SUBTOTAL - TASK 4	0	0	4	0	8	0	12
								\$1,264
5.0	Transit System Analysis	0	0	0	4	8	0	12
	<u>Assumptions:</u>							
	- The City will provide supporting documents and data.							
5.1	Update the Transit section consistent with past planning efforts and regional policy plans.							
5.2	Coordinate contact with other agency providers to review and inventory current transit services and infrastructure within the City. Discuss agency plans for new services and infrastructure components (e.g., park-and-ride lots, transit centers, advanced technology, and maintenance or administrative facilities).							
5.3	Describe the transit market area to identify appropriate mix of future transit services.							
5.4	Update Transportation Chapter text and appendices - Transit System Plan							
	SUBTOTAL - TASK 5	0	0	0	4	8	0	12
								\$1,200

SRF CONSULTING GROUP, INC.

ENGINEERS AND PLANNERS

Copy of 11484.PP_Wayzata_Cost Proposal_180312.xlsx
MINNEAPOLIS, MN

SRF Consulting Group, Inc.

Client: City of Wayzata

Project: Transportation Plan Update



11484.PP

6.0	Aviation System Analysis	0	0	0	0	0	4	4	0	4	4	\$380
	<u>Assumptions:</u>											
	- The City will provide supporting documents and data.											
6.1	Identify policies that protect regional airspace from obstructions, and how FAA will be notified of proposed structures.											
6.2	Recognize seaplane use on surface waters designated and regulated by MnDOT, if any.											
6.3	Update Transportation Chapter text and appendices - Aviation Plan											
SUBTOTAL - TASK 6												
7.0	Freight System Analysis	0	0	0	0	0	0	4	0	4	4	\$380
	<u>Assumptions:</u>											
	- The City will provide supporting documents and data.											
7.1	Identify railway and freight terminals within or affecting Wayzata.											
7.2	Update Transportation Chapter text and appendices - Freight Plan											
SUBTOTAL - TASK 7												
8.0	Comprehensive Plan Update - Land Use and Housing Chapters	0	0	0	0	0	0	4	0	4	4	\$380
	<u>Assumptions:</u>											
	- The City will provide supporting documents and data from Visioning process, including land use and housing objectives and policies.											
	- All maps will be prepared by City staff.											
	- All steering committee meetings are include in Task 1.0.											
8.1	Update Land Use Chapter:											
	a) Identify existing land use.											
	b) Confirm land use objectives and policies.											
	c) Update staging and future land use.											
	d) Update Land Use Chapter text.											
8.2	Update Housing Chapter:											
	a) Confirm housing objectives and policies.											
	b) Update affordable housing allocations to meet Met Council requirements.											
	c) Update Housing Chapter text.											
SUBTOTAL - TASK 8												
		0	0	0	0	50	0	20	0	70	70	\$8,200

SRF Consulting Group, Inc.

Client: City of Wayzata

Project: Transportation Plan Update



11484.PP

TOTAL ESTIMATED PERSON-HOURS

AVERAGE HOURLY BILLING RATES

ESTIMATED LABOR AND OVERHEAD

ESTIMATED DIRECT NON-SALARY EXPENSES

TOTAL ESTIMATED FEE

4	0	94	4	174	0	276
\$211	\$150	\$126	\$110	\$95	\$75	
\$844	\$0	\$11,844	\$440	\$16,530	\$0	\$29,658
						<u>\$35</u>
						\$29,693

ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:

IN-HOUSE REPRODUCTION:

Personal Vehicles	Miles @	\$0.545	\$0
B & W Copies	Copies @	\$0.10	\$10
Color Copies	Copies @	\$0.25	\$25
Hard Copy Briefs	Copies @	\$50.00	\$0
			<u>\$35</u>

ESTIMATED DIRECT NON-SALARY EXPENSES

March 9, 2018

File: 1938----

Attention: Michael Kelly

City Engineer/Assistant Director of Public Services
City of Wayzata
299 Wayzata Blvd. West
Wayzata, MN 55391

Reference: City of Wayzata Water Supply Master Plan

Dear Mike,

Thank you for the opportunity to serve the City of Wayzata by completing an updated Water System Master Plan. This letter presents Stantec's proposal for engineering services based on the task list as detailed below.

The master plan effort will include updating and improving the hydraulic model, analyzing the existing water system, evaluation of previous recommended trunk water main changes, and reviewing future water system growth. The proposed future water system evaluation will be based on future growth projections from the new City Comprehensive Plan. We look forward to working with City to update and improve upon the previous water system evaluations completed for Wayzata.

WATER SYSTEM MASTER PLAN TASKS

1. PROJECT INITIATION AND MANAGEMENT

- a. If needed, Stantec staff is available to fine tune the City's needs, expectations, and confirm the work plan that was discussed during in a meeting on February 27, 2018.
- b. One progress meeting to review design and future water demands, discuss existing water system evaluation, and evaluation of future growth areas defined by City and/or Comprehensive planning.

2. UPDATE EXISTING WATER SYSTEM MODEL

- a. Update water system pipes, pumps, storage, etc. as required
- b. Verify that all water mains 4 inch and larger are included in the hydraulic model
- c. Review recent capital improvements to ensure hydraulic model is operationally current
- d. Update water system demands (described below)
- e. Field testing and model calibration based on two days of field testing and up to four days of hydraulic model calibration (optional project task with separate task budget)

3. DETERMINE DESIGN WATER SYSTEM DEMANDS FOR EVALUATIONS

- a. Review last 10 years' water demands and population data from Water Supply Plan

Reference: City of Wayzata Water Supply Master Plan

- b. Review unaccounted for water include its impact on pumpage, usage and other operational items
- c. Include ISO Needed Fire Flow Demands at documented locations throughout the City
- d. Reallocate water demands using actual 2017 average day water usage from billing data. Water usage will be spatially assigned based on parcel tax id and then assigned to nearest model point
- e. Review the large water users for accuracy in hydraulic model
- f. Project future water demand based on City 2040 Comprehensive Plan Land Use Plan

4. EXISTING WATER SYSTEM ANALYSIS

- a. Evaluate water system hydraulic model for water pressure and available fire flow
- b. Develop report figures to illustrate water system pressures, recommended fire flow by land use and where appropriate ISO needed fire flows, are adequate
- c. Review existing water system supply and storage needs
- d. Evaluate all previously proposed trunk water main improvements within existing system in conjunction with future water system improvements
- e. Summarize completed evaluations and then meet with the City to review design and future water demand projections, evaluations, and draft figures.

5. PROPOSED FUTURE WATER SYSTEM ANALYSIS

- a. Investigate and determine improvements necessary to improve existing system
- b. Determine proposed future demands and require improvements based on future system growth in areas currently targeted by the City; including previously proposed improvements within the existing system.
- c. Additionally, we will include potential redevelopment of the west Wayzata Boulevard commercial district
- d. Review and propose future water system supply and storage needs
- e. Review and propose future trunk water distribution system improvements
- f. Develop report figures to illustrate water system pressures, recommended fire flow, available fire flow, and adequacy
- g. Stantec will detail capital improvements with phasing and budget costs based on discussion with the City

6. WATER SUPPLY AND DISTRIBUTION PLAN REPORT DELIVERABLE

- a. Provide City with a draft water plan including all analysis completed for review and comment
- b. Incorporate figures and graphics as appropriate.



March 9, 2018
Mike Kelly
Page 3 of 3

Reference: City of Wayzata Water Supply Master Plan

- c. Finalize water system master plan document based on City comments
- d. Provide up to 4 final hard copies and an electronic copy to City at completion and incorporation of the draft review and updating
- e. Coordinate and work with the City's Comprehensive Planner to develop the Water Plan Element of Wayzata's Comprehensive Plan as required by the Metropolitan Land Planning Act.

COMPENSATION AND SCHEDULE

Stantec proposes to provide the City of Wayzata with professional engineering services required to provide the services described herein regarding the water system master plan. Upon receiving authorization to proceed with the project, Stantec will set up a kickoff meeting (if desired) and commence data collection and model updating. Stantec anticipates providing the completed draft water master plan for City review within four months of the authorization to proceed. We would be happy to adjust our schedule to meet the needs of the City. The team providing services will include Jason K. Bordewyk as project manager and engineer and Mark Rolfs for technical oversight and Kurt Johnson for quality control.

Stantec will provide services on an hourly basis and estimates the level of effort required to be \$29,700 in accordance with the above work plan. Reimbursable expenses are included in this proposed figure. Stantec will not exceed the hourly amount without further authorization from you. Additionally, field testing and hydraulic model calibration is not included in the project at this time, but could be added for \$8,500.

Stantec will also provide services to coordinate with the City's Planer to develop the Water Element of Wayzata's Comprehensive Plan. It is anticipated that the Executive Summary of this report can be used primarily for the Water Element of Wayzata's Comprehensive Plan.

This letter represents the understanding between the City and Stantec in respect to the Project and may only be modified in writing signed by both of us and is subject to the current Master Services Agreement between the City of Wayzata and Stantec. If this letter satisfactorily sets forth the conditions of our Agreement, please sign in the space below and return one copy to our office. We very much appreciate the opportunity to provide these services.

STANTEC CONSULTING SERVICES INC.

Kenneth P. Anderson, PE
Principal

Mark R. Rolfs, PE
Project Manager

CITY OF WAYZATA

By _____

Print Name and Title _____

Date _____



Stantec Consulting Services Inc.
2335 Highway 36 West, St. Paul MN 55113

March 9, 2018

File: 1938-

Attention: Michael Kelly

City Engineer/Assistant Director of Public Works
City of Wayzata
299 Wayzata Blvd. West
Wayzata, MN 55391

Reference: City of Wayzata Comprehensive Sewer Plan

Dear Mike,

It was nice meeting with you recently to discuss the Comprehensive Sewer Plan for the City of Wayzata. The CSP is required by the Met Council as part of overall comprehensive plan updates this year, and it will also update sewer planning for the potential growth in the City that you discussed. The Executive Summary from the CSP along with a reference to the report can also be included as the wastewater element of the Water Resources chapter of the overall Comprehensive Plan. This letter presents Stantec's proposal for engineering services based on the task list detailed below.

The plan will focus on creating a sewer model, analyzing the existing trunk sewer system, reviewing sewer system capacity for potential future growth, and addressing infiltration/inflow (I/I) in the system. We anticipate creating a rather coarse model of the trunk system for the majority of the City to meet Met Council requirements, with finer modeling in specific potential future growth areas that you identify to determine if there are capacity constraints.

COMPREHENSIVE SEWER PLAN TASKS

1. PROJECT INITIATION/MANAGEMENT

- a. If desired, hold a kickoff meeting with City staff to discuss the City's needs, refine study goals and expectations, and confirm the work plan for the project. We had a good discussion in our recent meeting but have budgeted for a kickoff meeting if you'd like to go over the scope, schedule, budget, and deliverables before we begin the analysis.
- b. Schedule a progress meeting. We have budgeted for one progress meeting during the project. This would probably be following the modeling of the system under potential future growth scenarios or at the draft report stage.

2. DATA COLLECTION

- a. Various data will be needed for the study. This could include (electronic data preferred):
 - 1) System mapping, topography, and aerial photography
 - 2) Physical system data (pipe lengths, sizes, and invert elevations; lift station and forcemain data)
 - 3) Past studies and reports
 - 4) I/I data, ordinances and policies, and implementation activities
 - 5) Water use and connection data

Reference: City of Wayzata Comprehensive Sewer Plan

- 6) Latest land use, from the Comprehensive Plan update
 - 7) Potential future growth areas
 - 8) Capital improvement plan that includes a proposed time schedule for the construction of new trunk sewers
 - 9) Known surcharges or other problem areas
3. DEVELOP DESIGN SEWER FLOWS
- a. Use past studies, topographic contour data, and sanitary sewer base mapping to develop sewer subdistrict boundaries.
 - b. Use land use categories and densities from the City, existing water use and connection data, and industry standard values to develop unit wastewater flow rates by land use in the City.
 - c. Compute average sewer flows by subdistrict using the sewer subdistrict boundaries, land use mapping, and unit flow rates. Create a sanitary sewer spreadsheet model to perform the computations. Develop average flows for the full-buildout scenario.
 - d. Develop peak flow factors based on existing infiltration/inflow data and industry standard values. Use peak flow factors to compute design peak flows throughout the trunk sewer system. Perform the computations using the spreadsheet model. Develop design peak flows for the full-buildout scenario.
4. EXISTING SANITARY SEWER SYSTEM ANALYSIS
- a. Analyze the capacity of the existing trunk sewer system, based on the existing system information—sizes, lengths, invert elevations, slopes, and depths. Compare with the proposed design flows at full buildout. Use the spreadsheet model for this purpose. Create a relatively coarse-scale model for the majority of the City. Create finer-scale modeling for specific growth areas identified by City staff (see Item 5 below).
 - b. Identify any bottlenecks and propose improvements to address problem areas.
5. SANITARY SEWER SYSTEM ANALYSIS OF POTENTIAL GROWTH AREAS
- a. City staffed have indicated that specific areas of the City have potential for growth or higher-density redevelopment. Create a finer-scale sewer spreadsheet model to evaluate these areas.
 - b. Use the spreadsheet model to size the gravity pipes, lift stations, and forcemains for growth/redevelopment scenarios for up to five growth areas. Design flows will be computed as described above. The model will compute pipe sizes throughout the trunk system necessary to handle the potential design flows from these growth areas.
 - c. Identify sewer system improvements needed to meet specific growth scenarios.
6. INFILTRATION/INFLOW ASSESSMENT
- a. Based on Metropolitan Council requirements, review the I/I section of the plan and update the section to define the City's goals, policies, and strategies for preventing and reducing excessive I/I in the local sewer system. As noted in our meeting, this part of Met Council

Reference: City of Wayzata Comprehensive Sewer Plan

requirements has significantly grown since the last CSP. We assume that a summary of I/I data, monitoring, reports, ordinances and policies, recent implementation activities, and other information necessary to complete this section of the report will be provided by the City. The information needed for the report will include:

- 1) Defining the requirements and standards for minimizing I/I and for the disconnection of sump pump, foundation drain, and/or rain leader connections to the sanitary sewer system;
 - 2) Referencing your local ordinance that prohibits the discharge of sump pumps, foundation drains, and/or rain leaders to the sanitary disposal system as well as requiring the disconnection of these items to the sanitary sewer system;
 - 3) Including a summary of activities and/or programs related to I/I source mitigation on private sewer services;
 - 4) Describing the extent, source, and significance of existing I/I problems in your community;
 - 5) Analyzing the costs to remediate the I/I issues that have been identified; and
 - 6) Creating an implementation plan that contains a program strategy, priorities, scheduling, and financing mechanisms for eliminating and preventing excessive I/I from entering the sanitary sewer system.
- b. We will look for the City to provide available I/I information for us to craft into a report narrative that meets Met Council requirements.
7. COMPREHENSIVE SEWER PLAN REPORT
- a. Prepare a user-friendly report that can be read by a non-technical audience yet still provides sufficiently detailed technical data for use by the City in sewer planning.
 - b. Include graphics, figures, and maps to clarify items discussed in the report.
 - c. Provide draft and final reports as follows:
 - 1) First draft for City staff review
 - 2) Second draft for submittal to Metropolitan Council
 - 3) Final report for City approval and use
 - 4) Executive Summary for incorporation into overall Comprehensive Plan
 - d. Present the results of the report at a City Council or other public meeting, at the City's direction.

COMPENSATION AND SCHEDULE

Stantec proposes to provide the City of Wayzata with professional engineering services required to provide the services described herein regarding the comprehensive sewer plan. Upon receiving authorization to proceed with the project, Stantec will set up a kickoff meeting (if desired) and commence data collection and model updating. Stantec anticipates providing



March 9, 2018
Michael Kelly
Page 4 of 4

Reference: City of Wayzata Comprehensive Sewer Plan

the completed, draft comprehensive sewer plan for City review within four months of the authorization to proceed. We would be happy to adjust our schedule to meet the needs of the City.

Stantec will provide services on an hourly basis and estimates the level of effort required to be \$32,800 in accordance with the above work plan. Reimbursable expenses are included in this proposed figure. Stantec will not exceed the hourly amount without further authorization from you.

This letter represents the understanding between the City and Stantec in respect to the Project and may only be modified in writing signed by both of us and is subject to the current Master Services Agreement between the City of Wayzata and Stantec.

If this letter satisfactorily sets forth the conditions of our Agreement, please sign in the space below and return one copy to our office. We very much appreciate the opportunity to provide these services.

Please contact us if you have any specific questions; either Ken Anderson at 651.604.4826 or Dan Edgerton at 651.604.4820.

STANTEC CONSULTING SERVICES INC.

CITY OF WAYZATA

Kenneth P. Anderson, PE
Principal

By

Print Name and Title

Dan Edgerton, PE
Project Manager

Date

CITY OF WAYZATA PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made effective _____, 2018 (“Effective Date”) by and between the City of Wayzata, Minnesota (the “City”) and SRF Consulting Group, Inc. (SRF) with offices at One Carlson Parkway North, Suite 150, Minneapolis, MN 55447 (“Contractor”) for the professional services and related deliverables described herein, and contains the terms and conditions applicable to all of Contractor’s services and associated deliverables for the City.

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

I. SCOPE OF SERVICES AND DELIVERABLES

Contractor will provide the professional services and deliverables (collectively, the “Services”) that are described in Attachment B (“Scope of Services”) of the March 12, 2018 Proposal for Professional Services for 2040 Comprehensive Plan Update – Transportation, Land Use and Housing Chapters, attached hereto as **Attachment A** (the “Statement of Work”), according to the project team, project scope, services descriptions, deliverables, timeline, and other terms therein, and in accordance with best practices and industry standards.

II. PROJECT REPRESENTATIVES

- A. City’s main point of contact shall be the City Manager.
- B. Contractor’s main point of contact for the Services shall be _____.

III. COMPENSATION AND BILLING

As consideration for the provision of the Services and all costs associated therewith, the City agrees to pay the Contractor on an hourly basis for the actual time expended subject to the not to exceed estimate below. Other direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost, and mileage will be billed at the current allowable IRS rate for business miles. Notwithstanding the foregoing, payment for the Services shall not exceed Contractor’s estimate of a total of twenty-nine thousand, six hundred and ninety-three dollars (\$29,693), which includes both time and expenses, as outlined in the Statement of Work.

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

IV. CHANGE OF SCOPE OF SERVICES

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

V. INSURANCE

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

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

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

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

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

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

VI. INDEPENDENT CONTRACTOR RELATIONSHIP

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

VII. TERMINATION

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

VIII. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

To Contractor:
SRF Consulting Group, Inc.
One Carlson Pkwy N, Suite 150
Minneapolis, MN 55447
Attention:_____

J. Governing Law; Jurisdiction; Data Practices Act. This Agreement shall be construed in accordance with governed by the laws of the State of Minnesota. The parties agree to submit to the jurisdiction of the courts of the State of Minnesota, and that any litigation regarding this Agreement will be brought in the state or federal courts that lie in Hennepin County, Minnesota. Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13. Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions that the City would perform is

subject to the requirements of Chapter 13, and Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

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

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

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

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

CITY:

City of Wayzata, a Minnesota Municipal
corporation

CONTRACTOR:

SRF Consulting Group, Inc.

By: _____
Kenneth Willcox, Mayor

By: _____
Name: _____
Title: _____

By: _____
Jeffrey Dahl, City Manager

**ATTACHMENT A
STATEMENT OF WORK**

(“Scope of Services”) Attachment B of the March 12, 2018 Proposal for Professional Services
for 2040 Comprehensive Plan Update – Transportation, Land Use and Housing Chapters

**CITY OF WAYZATA
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made effective _____, 2018 (“Effective Date”) by and between the City of Wayzata, Minnesota (the “City”) and Stantec Consulting Services Inc., 2335 Highway 36 West, St. Paul MN 55113 (“Contractor”) for the professional services and related deliverables described herein, and contains the terms and conditions applicable to all of Contractor’s services and associated deliverables for the City.

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

I. SCOPE OF SERVICES AND DELIVERABLES

Contractor will provide the professional services and deliverables (collectively, the “Services”) that are described in the March 9, 2018 Stantec Proposal for City of Wayzata Water Supply Master Plan, and the March 9, 2018 Stantec Proposal for City of Wayzata Comprehensive Sewer Plan, each attached hereto as **Attachment A** (the “Statement of Work”), according to the project team, project scope, services descriptions, deliverables, timeline, and other terms therein, and in accordance with best practices and industry standards.

II. PROJECT REPRESENTATIVES

- A. City’s main point of contact shall be the City Manager.
- B. Contractor’s main point of contact for the Services shall be _____.

III. COMPENSATION AND BILLING

As consideration for the provision of the Services and all costs associated therewith, the City agrees to pay the Contractor on an hourly basis for the actual time expended subject to the not to exceed estimate below. Other direct project expenses, will be billed at costs in accordance with the Statement of Work. Notwithstanding the foregoing, payment for the Services shall not exceed Contractor’s estimates of a total of twenty-nine thousand seven hundred (\$29,700) for the Services related to the Water Supply Master Plan, and thirty-two thousand eight hundred dollars (\$32,800) for the Services related to the Comprehensive Sewer Plan, which includes both time and expenses, as outlined in the Statement of Work.

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

IV. CHANGE OF SCOPE OF SERVICES

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

V. INSURANCE

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

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

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

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

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

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

VI. INDEPENDENT CONTRACTOR RELATIONSHIP

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

VII. TERMINATION

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

VIII. OTHER TERMS

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

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

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

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Attention: City Manager

To Contractor:
Stantec Consulting Services Inc.
2335 Highway 36 West, St. Paul
MN 55113
Attention:_____

J. Governing Law; Jurisdiction; Data Practices Act. This Agreement shall be construed in accordance with governed by the laws of the State of Minnesota. The parties agree to submit to the jurisdiction of the courts of the State of Minnesota, and that any litigation regarding this Agreement will be brought in the state or federal courts that lie in Hennepin County, Minnesota. Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13. Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions that the City would perform is

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City of Wayzata, a Minnesota Municipal
corporation

CONTRACTOR:

Stantec Consulting Services Inc.

By: _____
Kenneth Willcox, Mayor

By: _____
Name: _____
Title: _____

By: _____
Jeffrey Dahl, City Manager

ATTACHMENT A
STATEMENT OF WORK

March 9, 2018 Stantec Proposal for City of Wayzata Water Supply Master Plan; and
March 9, 2018 Stantec Proposal for City of Wayzata Comprehensive Sewer Plan