

WAYZATA CITY COUNCIL MEETING AGENDA
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, March 17, 2015

4:00 PM City Council to View New Fire Truck (Engine #14) at the Fire Station

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

WORKSHOP TOPICS FOR DISCUSSION:

- 1. Discuss Potential Amendments to Development Agreement with Presbyterian Homes / Wayzata Bay Redevelopment Company, LLC - Members of the HRA are invited to attend (5:00 PM)**
- 2. Liquor Operations Assessment and Report (6:00 PM or immediately following)**

7:00 PM - CITY COUNCIL MEETING

ITEM	DESCRIPTION	PRESENTER	JM	AM	KW	BA	ST	VOTE	PAGE #
1	Roll Call								
2	Approve Agenda								
3	Public Forum - 15 Minutes (3 min/person)								
4	Consent Agenda								2
a.	Approval of Minutes of March 3, 2015								
b.	Approval of Check Register								
c.	Approval of Resolution No. 04-2015 Cooperative Construction Agreement with MnDOT for Eastbound Ramp to T.H. 12								
d.	Municipal Licenses Which Received Administrative Approval (Informational Only)								
e.	Police Activity Report								
f.	Building Activity Report								
g.	Approval of Resolution No. 14-2015 In Support of Legislation Establishing an Early Voting Process								
5	New Business								
a.	Downtown Parking Improvement Project Recommendations (Tasks 1-4)	Uram							48
b.	Consider Scope of Work for Lake Effect Next Steps	Gadow							68
c.	Consider Resolution No. 13-2015 Subdivision at 637 Harmony Cir.	Gadow							73
d.	Consider Design Modification for Roof of Wayzata Community Church Project	Gadow							118
e.	Consider Resolution No. 15-2015 Approving Grant Agreement with MnDOT for Funding of Peavey Bridge Replacement	Dudinsky/ Kelly							134
f.	Consider Policy on Outdoor Sidewalk Café Operations	Gadow							167
6	City Manager's Report and Discussion Items								
7	Public Forum (as necessary)								
8	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 7 & 21, 2015
Planning Commission - April 6 & 20, 2015

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

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
March 3, 2015

AGENDA ITEM 1. Call to Order and Roll Call.

Mayor Pro Tem Mullin called the meeting to order at 7 p.m. Council Members present: Anderson, McCarthy, and Tyacke. Council Member absent and excused: Mayor Willcox. Also present: City Manager Nelson, Director of Planning and Building Gadow, Public Works Director and City Attorney Schelzel.

AGENDA ITEM 2. Approve Agenda.

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

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

a. Parks and Trails Proposal

Merrily Babcock, Parks and Trails Board Member, explained that the goal of the Parks and Trails Board was to introduce people to all the many wonderful parks using demonstrations and activities. The Parks and Trails Board offered a proposal to the City Council to approve tree tapping in Shaver Park. Tree tapping had been done in the Big Woods, but the Board wanted to add another site. The event that could last one to three weeks depending on the season and would be open to everyone.

Mrs. Anderson reported that her family took part last year and encouraged others to try it. The Council offered its support.

AGENDA ITEM 4. Consent Agenda.

Mr. Schelzel requested to pull Item 4.a. Approval of Workshop Minutes of February 17, 2015 and Minutes of February 17, 2015, from the Consent Agenda for revisions.

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

a. ~~Approval of Workshop Minutes of February 17, 2015 and Minutes of February 17, 2015~~

b. Approval of Check Register

c. Approval of Minutes of January 20, 2015 with Council Member Anderson's edits

d. Approval of Municipal Licenses

e. Municipal licenses which received administrative approval (informational only)

The motion carried 4/0.

a. Approval of Workshop Minutes of February 17, 2015 and Minutes of February 17, 2015

Mr. Schelzel requested that Page 1 starting at Line 42 of the Meeting Minutes of February 17, 2015 be revised to read, "Mr. Schelzel commented that the City had the authority to change the parking requirements in the future and assess benefited properties under City Code and State Statute and staff would carefully engineer the language of the future development agreement." Also, Page 4 beginning at Line 39 be revised to read, "Mr. Schelzel advised that the City could request that information under a confidentiality agreement, and there was an exception in the Data Practices Statute for Trade Secrets and he assumed this would fall under that category."

Mr. Tyacke noted that on Page 2 Line 13, "stated" should be added following Mr. Kelly.

Mrs. Anderson made a motion, seconded by Mrs. McCarthy, to approve the Workshop Minutes of February 17, 2015 and Minutes of February 17, 2015, as revised. The motion carried 4/0.

AGENDA ITEM 5. New Business.

a. Update on Downtown Parking Improvement Project (Tasks 1-4)

Ms. Nelson updated the Council on the Downtown Parking Improvement Project, noting the four initial tasks including: Pilot Projects, Parking District and Parking Ordinance, the Carisch Ramp, and a Plan of Finance.

Jim Lasher, LSA Design, presented the most recent activities of Phase One projects and discussed the Plan of Finance and the Parking District including the Ordinance and management tools.

Mr. Lasher answered a question of Council indicating that the City does not currently have a parking district, but had two fields of parking including the Mill Street parking lot and a relationship agreement with the Carisch parking ramp. The City also owns the parking lot adjacent to CōV and all on-street parking in downtown. Mr. Lasher also answered questions of the Council concerning the necessity of Phase Two and parking issues at the Boatworks building and Presbyterian Homes.

Mr. Lasher discussed parking ratios explaining that the goal was to reduce parking ratios within the Parking District. He also explained that the proposal would be a "go forward" policy and that current parking agreements would be maintained until revisions were requested.

The Council discussed whether the City should leave existing agreements in place. Ms. Nelson communicated the intent was that the Parking District would become the governing document to allocate parking for the downtown district. Mr. Lasher encouraged the Council to keep the current development agreements in place and when revisions were needed or requested, then the new parking ratios would be applied.

The Council requested that staff look at different scenarios and provide recommendations on how to apply the new parking ratios uniformly.

Mr. Lasher continued with his presentation and discussed possible pilot projects including enforcing two-hour street parking downtown, designated employee parking, formalized valet locations, a downtown metro transit bus stop, and updates to the trolley route and schedule.

The Council asked questions concerning feedback from business owners and late night safety concerns for employee parking.

Mr. Lasher reported on options for the Carisch Ramp including updates such as a new access system and renegotiating a 20-30 year agreement.

The Council discussed the option of changing downtown street parking to diagonal to increase the number of spaces, but Mrs. Anderson responded that it had been explored and was deemed unsafe for pedestrians and bicyclists.

The Council discussed where to go from there and if the process should be broken down further. Ms. Nelson responded that the presentation at the March 17, 2015, Council meeting would be informational and that the Council would not need to take any action.

Mr. Lasher presented the project timeline.

The Council recessed at 8:14 p.m. and reconvened at 8:19 p.m.

b. Consider Resolution No. 13-2015 Subdivision at 637 Harmony Circle

Mr. Gadow presented a request from Fritz Gullickon for concurrent preliminary and final plat subdivision approval to divide a 37,565 square feet parcel into two new lots at 637 Harmony Circle. Mr. Gadow noted that the Planning Commission requested to add a new condition to Section 4.1 of Resolution No. 13-2015 stating, "O. Applicant must consider new information available regarding the abandonment of the existing sewer line and take the steps necessary to preserve the existing Burr Oak Tree on Lot 1 in consultation with the City Forester and the City Tree Consultant." Mr. Gadow presented an aerial photo, existing conditions survey, preliminary plat, R-3 Standards, lot analysis, proposed residences, alternative house designs, and action steps for the Council. He explained that two-story homes had originally been presented to the Planning

1 Commission, but that the Planning Commission had requested a revised 1½-story design to match
2 the character of the neighborhood.

3 The Council inquired about the addition of Condition O. to Section 4.1. Mr. Gadow
4 explained that after the Planning Commission meeting in February, the Planning Commission
5 asked the City engineer to determine if the sewer line could not be removed to save the Burr Oak
6 tree and asked the City's tree consultant to suggest measures to protect the tree. The sewer lines
7 could be abandoned and the tree consultant suggested moving the tree preservation fencing to the
8 edge of branches, to conduct radial trenching, to not prune the tree, and to keep construction out
9 of the area by utilizing bio logs and orange construction fencing.

10 Fritz Gullickson, 3443 Crystal Place, presented revised two-story plans that reduced the
11 overall height down to the 28 feet and explained that he would prefer to build two-story homes
12 because they sell. Mr. Gullickson stated that he had been asked to fill the old sewer lines and he
13 had spoken to building inspectors who had never heard of this process.

14 Mr. Dudinsky responded that it was a normal practice to fill sewer lines with concrete
15 slurry or sand. Mr. Gullickson stated that he would still prefer to remove the tree and presented
16 another single home option that could be used instead of the subdivision request.

17 Jeanne Osterby, 636 Harmony Circle, expressed shock that the developer was requesting
18 to go back to the two-story design and encouraged the Council to follow the Comprehensive Plan
19 and set precedence by protecting the character of the neighborhood. She noted that her daughter's
20 suggestion was to place a rambler home next to the Burr Oak to allow more room for it.

21 Mary Lou Persian, 648 Harmony Circle, shared that she had lived in the same home for
22 48 years and people like her husband, who was a volunteer firefighter, needed affordable and
23 comfortable housing.

24 Mary Olson, 623 Harmony Circle, stated she has lived on Harmony Circle for 46 years
25 and shared that the neighbors wanted to preserve the look of the neighborhood. Ms. Olson
26 expressed her gratitude for the work the Planning Commission had done and her surprise that the
27 request was back to two stories.

28 Merrily Babcock, 337 Reno Street, addressed the Council concerning the 150-year-old
29 Burr Oak tree. She discussed the many benefits of a single mature tree.

30 Gordy and Nancy Engel, 645 Harmony Circle, thanked Mr. Gullickson for working with
31 the neighbors and shared that their main concern was privacy. They preferred for the Burr Oak to
32 be removed if it meant more privacy between the homes.

33 The Council discussed the different options and home designs, and each shared their
34 opinion.

35 The Council discussed sending the request back to the Planning Commission because the
36 request had changed and inquired about time constraints. Mr. Gadow answered that the Council
37 had until April 7, 2015, to make a decision.

38 The Council considered reviewing the preliminary plat only, instead of reviewing the
39 preliminary and final plat concurrently. Mr. Gadow explained that the preliminary plat presented
40 reflected the first and third building plans and that according to the Subdivision Ordinance, the
41 Council could impose such restriction as it deemed appropriate or require such revisions or
42 modifications in the preliminary or final plat. Mr. Schelzel further clarified that two sets of plans
43 had been submitted to the Planning Commission. The Planning Commission had found that the
44 first set of plans did not meet the criteria of the subdivision Ordinance and that the second set did
45 meet the criteria.

46 The Council discussed its views and opinions on height, style, setback, and preservation
47 of the Burr Oak. The Council also discussed adding extra conditions such as requiring the
48 grading plans to be reviewed and approved by the City Engineer and for the City Arborist to
49 check on the tree during construction.

1 The Council was split on several issues and conducted a straw poll on each issue to try to
 2 determine consensus stood. Mayor Pro Tem Mullin suggested someone make a motion or that
 3 the Council table the request until the next meeting when it would have a full Council.

4 Mr. Tyacke made a motion, seconded by Mrs. Anderson, to direct staff to revise the
 5 resolution and direct the applicant to revise the preliminary plat, final plat, and associated
 6 building plans based upon the following items: that the City Council would adopt the conditions
 7 included in the Planning Commission's recommendations, inclusive of new Condition O., with
 8 the expectation that the setbacks should be established by the location of the former residence
 9 instead of the Planning Commission condition that they be moved back four to six feet; the Burr
 10 Oak should be preserved; the height and style of the home should appear as a one-story structure
 11 with a walk out level; the City Engineer should review and approve the grading plan to ensure
 12 that there were no adverse impacts for water runoff to other properties. The motion failed 1/3.
 13 (Anderson, McCarthy, Mullin)

14 Mrs. Anderson made a motion, seconded by Mrs. McCarthy, to direct staff to revise the
 15 resolution and direct the applicant to revise the preliminary plat, final plat, and associated
 16 building plans based upon the following items: that the City Council would adopt the conditions
 17 included in the Planning Commission's recommendations inclusive of new Condition O.; the style
 18 requirements of the home be the same as the Locust Hills Planned Unit Development; the
 19 maximum height be set at the Planning Commission's recommendation of 28 feet; the Burr Oak
 20 should be preserved with the City Arborist working closely; the front setback should be in line
 21 with the surrounding homes; the City Engineer should review and approve the grading plan to
 22 ensure that there were no adverse impacts for water runoff to other properties. The motion failed
 23 2/2. (Mullin, Tyacke abstained)

24 Mr. Mullin made a motion, seconded by Mrs. Anderson, to table consideration of
 25 Resolution No. 13-2015 Subdivision at 637 Harmony Circle until the March 17, 2015 Council
 26 meeting.

27 Mrs. McCarthy encouraged Mr. Gullickson to consider incorporating some of the
 28 suggestions made by the Council.

29 The motion carried 4/0.

30 Mrs. Anderson thanked the neighbors for coming forward and encouraged others to do so.

31 32 **c. Consider Approval of Ordinance – Wireless Facilities and Tower Six Month** 33 **Moratorium**

34 Ms. Nelson reported that at the February 17, 2015, Council meeting the Council decided to move
 35 toward decommissioning use of the Gardner Street water tower for telecommunication
 36 equipment. Ms. Nelson reviewed the seven items the Council directed staff to work on including:
 37 investigate alternate sites to determine the viability to relocate existing tenants to one or more
 38 telecommunication towers, perform an Aerial Video Flyover of potential telecommunication
 39 tower locations, investigate the possibility of constructing new telecom tower(s) as early as 2017,
 40 draft a letter to existing telecommunication tenants informing them that the existing water tower
 41 and ground site would no longer be available after lease expiration, hold further discussions with
 42 Wayzata School District officials regarding the possible agreement on use of its property for
 43 telecommunication purposes including construction of a telecommunications tower, draft
 44 Telecommunications Policy, and adopt Telecommunications Ordinance before the
 45 Telecommunication Moratorium expired. Staff recommended the adoption of a moratorium
 46 prohibiting the placement of any new commercial telecommunication facilities in order to avoid
 47 any third parties placing equipment/towers in locations that would not be allowed under the
 48 forthcoming Ordinance.

49 Mr. Schelzel explained that the moratorium was to give staff the time it needed to work
 50 on the Ordinance that would help guide the City in decisions moving forward. The moratorium

was set up as an emergency Ordinance under the City Charter and as such would take effect immediately upon adoption.

The Council asked questions concerning the possible tower at Wells Fargo and whether the moratorium would allow it. Staff agreed that the moratorium would not allow it, but the moratorium was for a short period of only six months.

The Council inquired about the six-month timeframe. Mr. Gadow explained that the six-month timeframe was to ensure staff would have adequate time to complete the Ordinance, but they would aim for a shorter period.

Mr. Tyacke made a motion, seconded by Mrs. Anderson, to adopt the Preamble of Ordinance No. 753, an Interim Ordinance Imposing a Six-Month Moratorium on New Wireless Communications Facilities and Towers Pending Study and Consideration of Changes to the City's Regulations and Official Controls. The motion carried 4/0.

Mrs. Anderson, seconded by Mr. Tyacke, to adopt the Authorization of Study and Moratorium of Ordinance No. 753, an Interim Ordinance Imposing a Six-Month Moratorium on New Wireless Communications Facilities and Towers Pending Study and Consideration of Changes to the City's Regulations and Official Controls. The motion carried 4/0.

The Council requested a timeline going forward through decommissioning of the water tower site. Ms. Nelson explained that staff was working with a consultant and a timeline was part of that work.

AGENDA ITEM 6. City Manager's Report and Discussion Items.

a. Upcoming Dates

Ms. Nelson reported that the next Business Community update for downtown parking would be held March 10, 2015, at 7:30 a.m.

The State of the City would be March 18, 2015, and delivered by Mayor Willcox as well as a panel of speakers.

The Strategic Planning meeting would be held on April 30 – May 1, 2015, possibly at the Retreat.

AGENDA ITEM 7. Public Forum Continued (if necessary).

There were no comments.

AGENDA ITEM 8. Adjournment.

Mr. Tyacke made a motion, seconded by Mrs. Anderson to adjourn. There being no further business, Mr. Mullin adjourned the meeting at 10:43 p.m.

Respectfully submitted,

Becky Malone
Deputy City Clerk

Drafted by Sarah Peterson
TimeSaver Off Site Secretarial, Inc.

***Check Detail Register©**

February 2015 to March 2015

			Check Amt	Invoice	Comment
10100 Anchor Bank					
Paid Chk#	098033	3/2/2015	ANDERSON HROMADA PAINTING &		
E 640-48000-401	Repairs/Maint Buildings		\$650.00	2-23-15	BAR PAINT & PATCH
Total	ANDERSON HROMADA PAINTING &		\$650.00		
Paid Chk#	098034	3/2/2015	ARCTIC GLACIER INC.		
E 640-47000-254	Soft Drinks/Mix For Resale		\$138.70	385504805	ICE RESALE
Total	ARCTIC GLACIER INC.		\$138.70		
Paid Chk#	098035	3/2/2015	BAGY JO, INC.		
E 640-47000-499	Miscellaneous		\$283.80	51207	STORE UNIFORMS
E 640-47000-499	Miscellaneous		\$299.75	51469	STORE UNIFORMS
Total	BAGY JO, INC.		\$583.55		
Paid Chk#	098036	3/2/2015	BELLBOY BAR SUPPLY CORP.		
E 640-47000-251	Liquor For Resale		\$741.54	46939500	LIQ.
E 640-47000-259	Freight		\$10.25	46939500	FREIGHT
E 640-47000-259	Freight		\$2.55	47037400	FREIGHT
E 640-47000-251	Liquor For Resale		\$275.00	47037400	LIQ
E 640-47000-251	Liquor For Resale		\$929.30	47139100	LIQ
E 640-47000-254	Soft Drinks/Mix For Resale		\$53.52	91557800	MISC.MDSE.
E 640-47000-210	Operating Supplies (GENERAL)		\$52.39	91557800	SUPPLIES
E 640-47000-259	Freight		\$4.51	91557800	FREIGHT
E 640-47000-210	Operating Supplies (GENERAL)		\$30.80	91599000	SUPPLIES
E 640-47000-210	Operating Supplies (GENERAL)		\$159.73	91623100	SUPPLIES
Total	BELLBOY BAR SUPPLY CORP.		\$2,259.59		
Paid Chk#	098037	3/2/2015	BERNICK'S WINE		
E 640-47000-254	Soft Drinks/Mix For Resale		\$103.15	196001	MISC.BEV.
E 640-47000-253	Beer For Resale		\$133.25	196002	BEER
E 640-47000-254	Soft Drinks/Mix For Resale		\$52.00	199014	MISC.BEV.
Total	BERNICK'S WINE		\$288.40		
Paid Chk#	098038	3/2/2015	BETH, GERALD O		
E 640-48000-341	General Promotions		\$175.00	3/2/15	BAR MUSIC 3/2/15
Total	BETH, GERALD O		\$175.00		
Paid Chk#	098039	3/2/2015	BETH, GERALD O		
E 640-48000-341	General Promotions		\$175.00	3/10/15	BAR MUSIC 3/10/15
Total	BETH, GERALD O		\$175.00		
Paid Chk#	098040	3/2/2015	BOURGET IMPORTS		
E 640-47000-259	Freight		\$9.00	124832	FREIGHT
E 640-47000-252	Wine For Resale		\$528.00	124832	WINE
E 640-47000-259	Freight		\$6.00	124901	FREIGHT
E 640-47000-252	Wine For Resale		\$456.00	124901	WINE
Total	BOURGET IMPORTS		\$999.00		
Paid Chk#	098041	3/2/2015	CINTAS CORPORATION		
E 640-48500-210	Operating Supplies (GENERAL)		\$56.99	5002615016	FIRST AID SUPPLIES
Total	CINTAS CORPORATION		\$56.99		
Paid Chk#	098042	3/2/2015	COCA-COLA		
E 640-48000-254	Soft Drinks/Mix For Resale		\$257.89	0158122206	MISC.BEV.
E 640-48000-254	Soft Drinks/Mix For Resale		\$1,129.27	0188053618	MISC.BEV.
Total	COCA-COLA		\$1,387.16		
Paid Chk#	098043	3/2/2015	COZZINI BROS., INC.		

***Check Detail Register©**

February 2015 to March 2015

			Check Amt	Invoice	Comment
E 640-48500-415	Other Equipment Rentals		\$71.34	C1519550	KNIFE EXCHANGE
E 640-48500-415	Other Equipment Rentals		\$71.34	C1554287	KNIFE EXCHANGE
Total COZZINI BROS., INC.			\$142.68		
Paid Chk# 098044	3/2/2015	DAHLHEIMER DISTRIBUTING CO.			
E 640-47000-253	Beer For Resale		\$144.00	104922	BEER
E 640-48000-253	Beer For Resale		\$180.00	105348	BEER
E 640-47000-253	Beer For Resale		\$1,317.00	1147402	BEER
E 640-48000-253	Beer For Resale		\$447.00	1147449	BEER
E 640-47000-253	Beer For Resale		\$403.00	1147450	BEER
E 640-48000-253	Beer For Resale		\$280.00	1147495	BEER
E 640-47000-253	Beer For Resale		\$263.50	1147505	BEER
Total DAHLHEIMER DISTRIBUTING CO.			\$3,034.50		
Paid Chk# 098045	3/2/2015	DAY DISTRIBUTING			
E 640-47000-253	Beer For Resale		\$2,053.25	789725	BEER
E 640-48000-253	Beer For Resale		\$714.00	790602	BEER
E 640-47000-253	Beer For Resale		\$1,275.85	790603	BEER
E 640-48000-253	Beer For Resale		\$723.00	791504	BEER
E 640-47000-253	Beer For Resale		\$637.10	791505	BEER
Total DAY DISTRIBUTING			\$5,403.20		
Paid Chk# 098046	3/2/2015	DELANEY CONSULTINGLLC			
E 640-48000-302	Consultants		\$187.50	1351	MENU ASSESSMENT
Total DELANEY CONSULTINGLLC			\$187.50		
Paid Chk# 098047	3/2/2015	DIRECTV			
E 640-48000-415	Other Equipment Rentals		\$355.87	25210037495	SERVICE
Total DIRECTV			\$355.87		
Paid Chk# 098048	3/2/2015	DOMACE VINO			
E 640-47000-252	Wine For Resale		\$900.00	8934	WINE
E 640-47000-259	Freight		\$6.00	8934	FREIGHT
Total DOMACE VINO			\$906.00		
Paid Chk# 098049	3/2/2015	ENKI BREWING COMPANY			
E 640-48000-253	Beer For Resale		\$325.00	3593	BEER
Total ENKI BREWING COMPANY			\$325.00		
Paid Chk# 098050	3/2/2015	EXTREME BEVERAGE, LLC			
E 640-47000-254	Soft Drinks/Mix For Resale		\$104.70	261-1266	MISC.BEV.
Total EXTREME BEVERAGE, LLC			\$104.70		
Paid Chk# 098051	3/2/2015	FLAT EARTH BREWING COMPANY			
E 640-47000-253	Beer For Resale		\$104.67	11240	BEER
Total FLAT EARTH BREWING COMPANY			\$104.67		
Paid Chk# 098052	3/2/2015	G & K SERVICES			
E 640-48500-217	Uniforms		\$38.06	1013746693	UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$85.22	1013746693	UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$47.00	1013746693	UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms		\$43.70	1013758075	UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$88.95	1013758075	UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$34.54	1013758075	UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$85.97	1013769532	UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms		\$43.70	1013769532	UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$35.00	1013769532	UNIFORMS & SUPPLIES
Total G & K SERVICES			\$502.14		

***Check Detail Register©**

February 2015 to March 2015

			Check Amt	Invoice	Comment
Paid Chk#	098053	3/2/2015	GIFTNETWORKS LLC-1		
E 640-48000-210	Operating Supplies (GENERAL)		\$182.40	5025	MUNI LOGO ETCHING
E 640-47000-254	Soft Drinks/Mix For Resale		\$144.00	5030	MUNI LOGO ETCHING - STORE
	Total	GIFTNETWORKS LLC-1	\$326.40		
Paid Chk#	098054	3/2/2015	GRAPE BEGINNINGS, INC.		
E 640-47000-252	Wine For Resale		\$1,680.00	177905	WINE
E 640-47000-259	Freight		\$6.75	177905	FREIGHT
E 640-47000-252	Wine For Resale		\$704.62	177909	WINE
E 640-47000-259	Freight		\$9.00	177909	FREIGHT
E 640-47000-252	Wine For Resale		\$1,872.00	177983	WINE
E 640-47000-259	Freight		\$4.50	177983	FREIGHT
E 640-47000-259	Freight		\$2.25	178254	FREIGHT
E 640-47000-252	Wine For Resale		\$128.00	178254	WINE
	Total	GRAPE BEGINNINGS, INC.	\$4,407.12		
Paid Chk#	098055	3/2/2015	GREG JOHNSON DESIGN		
E 640-47000-499	Miscellaneous		\$30.00	2832	STORE SIGNAGE
E 640-47000-341	General Promotions		\$60.00	2833	MGR.INVITES
	Total	GREG JOHNSON DESIGN	\$90.00		
Paid Chk#	098056	3/2/2015	HEGGIES PIZZA		
E 640-48500-255	FOODIngredients For Resale		\$126.75	1429645	FOOD
	Total	HEGGIES PIZZA	\$126.75		
Paid Chk#	098057	3/2/2015	HOHENSTEINS INC.		
E 640-47000-253	Beer For Resale		\$450.00	747965	BEER
	Total	HOHENSTEINS INC.	\$450.00		
Paid Chk#	098058	3/2/2015	INTEGRATED FIRE & SECURITY		
E 640-48000-409	Maint services & Improv		\$263.40	61472	FIRE SPRINKLER MONITORING
	Total	INTEGRATED FIRE & SECURITY	\$263.40		
Paid Chk#	098059	3/2/2015	JJ TAYLOR DISTRIBUTING OF MN		
E 640-47000-253	Beer For Resale		\$840.30	2322575	BEER
E 640-48000-253	Beer For Resale		\$295.40	2333688	BEER
E 640-48000-253	Beer For Resale		\$118.00	2333744	BEER
E 640-47000-253	Beer For Resale		\$224.80	2334214	BEER
E 640-47000-253	Beer For Resale		\$892.55	2334253	BEER
	Total	JJ TAYLOR DISTRIBUTING OF MN	\$2,371.05		
Paid Chk#	098060	3/2/2015	JOHNSON BROS.-ST.PAUL		
E 640-47000-259	Freight		\$8.46	5091004	FREIGHT
E 640-47000-252	Wine For Resale		\$286.10	5091004	WINE
E 640-47000-259	Freight		\$11.87	5091005	FREIGHT
E 640-47000-251	Liquor For Resale		\$868.87	5091005	LIQ
E 640-47000-252	Wine For Resale		\$1,453.75	5091006	WINE
E 640-47000-259	Freight		\$40.89	5091006	FREIGHT
E 640-47000-252	Wine For Resale		\$212.00	5092295	WINE
E 640-47000-259	Freight		\$5.64	5092295	FREIGHT
E 640-47000-259	Freight		\$1.41	5092296	FREIGHT
E 640-47000-251	Liquor For Resale		\$98.00	5092296	LIQ
E 640-47000-252	Wine For Resale		\$232.05	5096090	WINE
E 640-47000-259	Freight		\$7.05	5096090	FREIGHT
E 640-47000-251	Liquor For Resale		\$64.50	5096091	LIQ
E 640-47000-259	Freight		\$1.41	5096091	FREIGHT
E 640-47000-259	Freight		\$11.28	5096092	FREIGHT
E 640-47000-252	Wine For Resale		\$398.90	5096092	WINE

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E 640-47000-252	Wine For Resale		\$830.50	5097368	WINE
E 640-47000-259	Freight		\$21.15	5097368	FREIGHT
E 640-47000-252	Wine For Resale		\$4,986.18	5101266	WINE
E 640-47000-259	Freight		\$71.98	5101266	FREIGHT
E 640-47000-252	Wine For Resale		\$642.16	5102532	WINE
E 640-47000-259	Freight		\$12.41	5102532	FREIGHT
E 640-47000-259	Freight		\$1.22	5102533	FREIGHT
E 640-47000-251	Liquor For Resale		\$94.00	5102533	LIQ
E 640-47000-259	Freight		\$7.32	5102534	FREIGHT
E 640-47000-252	Wine For Resale		\$321.50	5102534	WINE
E 640-47000-259	Freight		\$4.88	5102535	FREIGHT
E 640-47000-251	Liquor For Resale		\$434.03	5102535	LIQ
E 640-47000-251	Liquor For Resale		\$189.99	5103693	LIQ
E 640-47000-259	Freight		\$1.22	5103693	FREIGHT
Total JOHNSON BROS.-ST.PAUL			\$11,320.72		
Paid Chk# 098061	3/2/2015	KARLSBURGER FOODS, INC.			
E 640-48500-255	FOODIngredients For Resale		\$144.30	372239	FOOD
Total KARLSBURGER FOODS, INC.			\$144.30		
Paid Chk# 098062	3/2/2015	KREATZ, DAVID			
E 640-48500-130	Employer Paid Ins		\$275.32	FEB.2015	HEALTH INS.REIMB.FEB.2015
Total KREATZ, DAVID			\$275.32		
Paid Chk# 098063	3/2/2015	LIBATION PROJECT			
E 640-47000-259	Freight		\$1.50	503	FREIGHT
E 640-47000-252	Wine For Resale		\$120.00	503	WINE
Total LIBATION PROJECT			\$121.50		
Paid Chk# 098064	3/2/2015	LONG LAKE TRU VALUE			
E 610-40000-210	Operating Supplies (GENERAL)		\$44.26		SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$8.58		SUPPLIES
E 101-42100-210	Operating Supplies (GENERAL)		\$22.52		SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)		\$22.95		SUPPLIES
E 101-41940-210	Operating Supplies (GENERAL)		\$70.58		SUPPLIES
E 101-42200-212	Motor Fuels		\$51.41		SUPPLIES
Total LONG LAKE TRU VALUE			\$220.30		
Paid Chk# 098065	3/2/2015	M.AMUNDSON LLP			
E 640-47000-256	MISC.MDSE.RESALE		\$755.48	190393	CIGARS & CIGARETTES
Total M.AMUNDSON LLP			\$755.48		
Paid Chk# 098066	3/2/2015	MAIN STREET BAKERY			
E 640-48500-255	FOODIngredients For Resale		\$139.34	259200	FOOD
E 640-48500-255	FOODIngredients For Resale		\$18.29	259243	FOOD
E 640-48500-255	FOODIngredients For Resale		\$170.14	259351	FOOD
E 640-48500-255	FOODIngredients For Resale		\$172.66	259424	FOOD
E 640-48500-255	FOODIngredients For Resale		\$102.81	259565	FOOD
E 640-48500-255	FOODIngredients For Resale		\$53.60	259628	FOOD
E 640-48500-255	FOODIngredients For Resale		\$114.63	259715	FOOD
E 640-48500-255	FOODIngredients For Resale		\$90.31	259791	FOOD
E 640-48500-255	FOODIngredients For Resale		\$107.30	259855	FOOD
E 640-48500-255	FOODIngredients For Resale		\$92.60	259916	FOOD
E 640-48500-255	FOODIngredients For Resale		\$74.60	260078	FOOD
E 640-48500-255	FOODIngredients For Resale		\$91.95	260131	FOOD
E 640-48500-255	FOODIngredients For Resale		\$137.58	260201	FOOD
E 640-48500-255	FOODIngredients For Resale		\$146.70	260280	FOOD
Total MAIN STREET BAKERY			\$1,512.51		

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Paid Chk#	098067	3/2/2015	MARGRON SKOGLUND WINE IMPORTS		
E 640-47000-252	Wine For Resale		\$2,400.00	20018394	WINE
E 640-47000-259	Freight		\$48.00	20018394	FREIGHT
tal	MARGRON SKOGLUND WINE IMPORTS		\$2,448.00		
Paid Chk#	098068	3/2/2015	MARTIN, SHANE		
E 640-48000-341	General Promotions		\$300.00	3/5/15	BAR MUSIC 3/5/15
	Total MARTIN, SHANE		\$300.00		
Paid Chk#	098069	3/2/2015	METERING & TECHNOLOGY SOLUTION		
G 620-14100	Inventory of Material/Supply		\$6,603.28	2931	WATER METERS
G 610-14100	Inventory of Material/Supply		\$6,603.29	2931	WATER METERS
tal	METERING & TECHNOLOGY SOLUTION		\$13,206.57		
Paid Chk#	098070	3/2/2015	METROPOLITAN COUNCIL		
G 101-20831	MWCC (SAC)		\$29,820.00	FEB.2015 SAC	SAC FEES - FEB 2015
R 101-00000-34190	Charges for Services/Gen Gov		(\$298.20)	FEB.2015 SAC	SAC FEES - FEB 2015
	Total METROPOLITAN COUNCIL		\$29,521.80		
Paid Chk#	098071	3/2/2015	MILL POND CLAY WORKS LLC		
E 640-48000-210	Operating Supplies (GENERAL)		\$259.61	223	CROCKS
	Total MILL POND CLAY WORKS LLC		\$259.61		
Paid Chk#	098072	3/2/2015	MILLER, FRED		
E 235-40000-302	Consultants		\$1,525.00	92	WCTV
	Total MILLER, FRED		\$1,525.00		
Paid Chk#	098073	3/2/2015	MN NCPERS LIFE INSURANCE		
G 101-21715	PERA Term Life		\$48.00	MARCH 2015	LIFE INS.MARCH 2015
	Total MN NCPERS LIFE INSURANCE		\$48.00		
Paid Chk#	098074	3/2/2015	NETWORK BUSINESS SUPPLIES		
E 640-47000-210	Operating Supplies (GENERAL)		\$155.90	97516	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$379.62	97994	SUPPLIES
	Total NETWORK BUSINESS SUPPLIES		\$535.52		
Paid Chk#	098075	3/2/2015	NEW FRANCE WINE COMPANY		
E 640-47000-259	Freight		\$3.00	97495	FREIGHT
E 640-47000-252	Wine For Resale		\$1,480.00	97495	WINE
E 640-47000-259	Freight		\$7.50	97808	FREIGHT
E 640-47000-252	Wine For Resale		\$360.00	97808	WINE
E 640-47000-259	Freight		\$30.00	98025	FREIGHT
E 640-47000-252	Wine For Resale		\$1,360.00	98025	WINE
	Total NEW FRANCE WINE COMPANY		\$3,240.50		
Paid Chk#	098076	3/2/2015	NORTHWESTERN FRUIT COMPANY		
E 640-48500-255	FOODIngredients For Resale		\$224.10	805211	FOOD
E 640-48000-253	Beer For Resale		\$5.40	805211	BEER
E 640-48000-251	Liquor For Resale		\$37.55	805211	LIQ
E 640-48500-255	FOODIngredients For Resale		\$232.45	805414	FOOD
E 640-48000-253	Beer For Resale		\$4.50	805610	BEER
E 640-48000-251	Liquor For Resale		\$72.10	805610	LIQ
E 640-48500-255	FOODIngredients For Resale		\$647.90	805610	FOOD
E 640-48000-253	Beer For Resale		\$2.70	805832	BEER
E 640-48500-255	FOODIngredients For Resale		\$404.45	805832	FOOD
E 640-48500-255	FOODIngredients For Resale		\$143.35	805996	FOOD
E 640-48000-251	Liquor For Resale		\$12.70	805996	BEER
E 640-48500-255	FOODIngredients For Resale		\$485.55	806178	FOOD

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E 640-48000-251	Liquor For Resale		\$14.90	806178	LIQ
E 640-48000-253	Beer For Resale		\$3.60	806349	BEER
E 640-48500-255	FOODIngredients For Resale		\$217.05	806349	FOOD
E 640-48500-255	FOODIngredients For Resale		\$145.30	806533	FOOD
E 640-48000-251	Liquor For Resale		\$14.90	806533	LIQ
E 640-48000-251	Liquor For Resale		\$16.15	806694	LIQ
E 640-48500-255	FOODIngredients For Resale		\$459.00	806694	FOOD
E 640-48000-253	Beer For Resale		\$9.40	806694	BEER
Total NORTHWESTERN FRUIT COMPANY			\$3,153.05		
Paid Chk# 098077	3/2/2015	PAUSTIS & SONS			
E 640-47000-259	Freight		\$12.50	8486649	FREIGHT
E 640-47000-252	Wine For Resale		\$1,078.00	8486649	WINE
E 640-48000-252	Wine For Resale		\$226.50	8487646	WINE
E 640-47000-259	Freight		\$17.50	8487649	FREIGHT
E 640-47000-252	Wine For Resale		\$1,582.48	8487649	WINE
E 640-48000-252	Wine For Resale		\$151.00	8488513	WINE
E 640-47000-259	Freight		\$18.75	8488515	FREIGHT
E 640-47000-252	Wine For Resale		\$1,781.00	8488515	WINE
Total PAUSTIS & SONS			\$4,867.73		
Paid Chk# 098078	3/2/2015	PEPSI -COLA			
E 640-47000-254	Soft Drinks/Mix For Resale		\$258.00	47628346	MISC.BEV.
Total PEPSI -COLA			\$258.00		
Paid Chk# 098079	3/2/2015	PHILLIPS WINES & SPIRITS			
E 640-47000-252	Wine For Resale		\$273.64	2737888	WINE
E 640-47000-259	Freight		\$5.64	2741321	FREIGHT
E 640-47000-251	Liquor For Resale		\$719.35	2741321	LIQ
E 640-47000-259	Freight		\$1.41	2741322	FREIGHT
E 640-47000-252	Wine For Resale		\$36.00	2741322	WINE
E 640-47000-259	Freight		\$8.46	2744701	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,245.59	2744701	LIQ
E 640-47000-252	Wine For Resale		\$480.00	2744702	WINE
E 640-47000-259	Freight		\$8.70	2744702	FREIGHT
E 640-47000-259	Freight		\$2.44	2748109	FREIGHT
E 640-47000-252	Wine For Resale		\$184.00	2748109	WINE
E 640-47000-251	Liquor For Resale		\$154.95	2748110	LIQ
E 640-47000-259	Freight		\$2.44	2748110	FREIGHT
Total PHILLIPS WINES & SPIRITS			\$3,122.62		
Paid Chk# 098080	3/2/2015	PINNACLE DISTRIBUTING			
E 640-47000-254	Soft Drinks/Mix For Resale		\$266.50	23524	MISC.BEV.
Total PINNACLE DISTRIBUTING			\$266.50		
Paid Chk# 098081	3/2/2015	SECURITY PRODUCTS COMPANY			
E 101-41940-404	Repairs/Maint - Machin/Equip		\$53.00	1106749	ALARM SERVICE
E 640-47000-409	Maint services & Improv		\$62.50	1106750	ALARM SERVICE
Total SECURITY PRODUCTS COMPANY			\$115.50		
Paid Chk# 098082	3/2/2015	SIGNS NOW			
E 640-47000-210	Operating Supplies (GENERAL)		\$70.58	27736	STORE SIGN
Total SIGNS NOW			\$70.58		
Paid Chk# 098083	3/2/2015	SOUTHERN WINE & SPIRITS OF MN			
E 640-47000-259	Freight		\$3.65	1254199	FREIGHT
E 640-47000-252	Wine For Resale		\$2,100.00	1254199	WINE
E 640-47000-259	Freight		\$13.85	1254200	FREIGHT

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E 640-47000-251	Liquor For Resale		\$1,864.32	1254200	LIQUOR
E 640-47000-252	Wine For Resale		\$188.94	1254201	WINE
E 640-47000-252	Wine For Resale		(\$1,716.00)	1254201	WINE
E 640-47000-259	Freight		\$8.12	1254201	FREIGHT
E 640-47000-252	Wine For Resale		\$2,184.00	1254201	WINE
E 640-47000-259	Freight		\$18.75	1254202	FREIGHT
E 640-47000-252	Wine For Resale		\$1,376.00	1254202	WINE
E 640-47000-259	Freight		\$2.50	1256508	FREIGHT
E 640-47000-251	Liquor For Resale		\$236.55	1256508	LIQUOR
E 640-47000-259	Freight		\$37.50	1256509	FREIGHT
E 640-47000-252	Wine For Resale		\$4,112.00	1256509	WINE
E 640-47000-259	Freight		\$12.50	1256510	FREIGHT
E 640-47000-252	Wine For Resale		\$1,054.00	1256510	WINE
E 640-47000-254	Soft Drinks/Mix For Resale		\$29.00	1256511	MISC.BEV.
E 640-47000-259	Freight		\$1.25	1256511	FREIGHT
E 640-47000-252	Wine For Resale		\$1,709.50	1258791	WINE
E 640-47000-259	Freight		\$1.25	5009508	FREIGHT
E 640-47000-252	Wine For Resale		(\$80.00)	9052592	WINE
Total SOUTHERN WINE & SPIRITS OF MN			\$13,157.68		
Paid Chk# 098084	3/2/2015	SPENCER JANITORIAL			
E 640-48000-409	Maint services & Improv		\$2,280.40	10301	MONTHLY CLEANING
Total SPENCER JANITORIAL			\$2,280.40		
Paid Chk# 098085	3/2/2015	STRATEGIC EQUIPMENT AND			
E 640-48000-341	General Promotions		\$65.44	2363281	PROMO SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$222.33	2363281	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$623.59	2363281	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$61.81	2363282	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$358.30	2364577	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$161.00	2365968	BAR SUPPLIES
E 640-48000-341	General Promotions		\$65.44	2367210	PROMO SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$209.72	2367210	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$155.83	2370957	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$392.70	2370958	KITCHEN SUPPLIES
E 640-48000-341	General Promotions		\$32.72	2370958	PROMO SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$15.25	2370958	BAR SUPPLIES
Total STRATEGIC EQUIPMENT AND			\$2,364.13		
Paid Chk# 098086	3/2/2015	SUNBURST CHEMICALS, INC.			
E 640-48500-210	Operating Supplies (GENERAL)		\$238.20	0339480	SUPPLIES
Total SUNBURST CHEMICALS, INC.			\$238.20		
Paid Chk# 098087	3/2/2015	SYSCO MINNESOTA			
E 640-48500-210	Operating Supplies (GENERAL)		\$84.24	502111020	KITCHEN SUPPLIES
E 640-48000-251	Liquor For Resale		\$32.86	502111020	LIQ
E 640-48500-255	FOODIngredients For Resale		\$2,752.77	502111020	FOOD
E 640-48500-255	FOODIngredients For Resale		(\$56.50)	502120027	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$81.03	502130641	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$2,997.09	502131511	FOOD
E 640-48000-251	Liquor For Resale		\$19.50	502131511	LIQ
E 640-48500-210	Operating Supplies (GENERAL)		\$40.47	502131511	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$56.10	502131511	PROMO FOOD
E 640-48000-342	Promotions - Food/Drinks		\$28.17	502160875	PROMO FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$56.43	502160875	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$2,994.05	502160875	FOOD
E 640-48000-342	Promotions - Food/Drinks		\$27.93	502180885	PROMO FOOD
E 640-48000-251	Liquor For Resale		\$36.36	502180885	LIQ

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E 640-48500-255	FOODIngredients For Resale		\$2,719.63	502180885	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$31.94	502180885	KITCHEN SUPPLIES
E 640-48000-251	Liquor For Resale		\$85.00	502201434	LIQ
E 640-48500-210	Operating Supplies (GENERAL)		\$122.85	502201434	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$3,725.96	502201434	FOOD
E 640-48000-253	Beer For Resale		\$9.55	502201434	BEER
E 640-48000-342	Promotions - Food/Drinks		\$28.17	502201434	PROMO FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$283.58	502230920	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$56.10	502230920	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale		\$4,279.15	502230920	FOOD
E 640-48000-251	Liquor For Resale		\$44.68	502230920	LIQ
E 640-48000-251	Liquor For Resale		\$72.44	502250864	LIQ
E 640-48500-255	FOODIngredients For Resale		\$2,046.66	502250864	FOOD
E 640-48000-342	Promotions - Food/Drinks		\$27.93	502250864	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$29.43	502271377	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$54.44	502271377	LIQ
E 640-48000-342	Promotions - Food/Drinks		\$45.39	502271377	PROMO FOOD
E 640-48000-210	Operating Supplies (GENERAL)		\$45.78	502271377	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$92.14	502271377	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$4,754.50	502271377	FOOD
E 640-48000-253	Beer For Resale		\$9.55	502271377	BEER
Total SYSCO MINNESOTA			\$27,715.37		
Paid Chk# 098088	3/2/2015	T.D. ANDERSON INC.			
E 640-48000-409	Maint services & Improv		\$115.00	508993	BEER LINES CLEANED
Total T.D. ANDERSON INC.			\$115.00		
Paid Chk# 098089	3/2/2015	THORPE DISTRIBUTING CO.			
E 640-47000-253	Beer For Resale		(\$29.56)	701577	BEER
E 640-47000-253	Beer For Resale		(\$47.70)	701593	BEER
E 640-47000-253	Beer For Resale		\$35.70	875990	BEER
E 640-47000-253	Beer For Resale		\$3,793.20	875998	BEER
E 640-48000-253	Beer For Resale		\$71.65	877132	BEER
E 640-48000-253	Beer For Resale		\$198.00	877327	BEER
E 640-48000-253	Beer For Resale		\$143.30	877328	BEER
E 640-47000-253	Beer For Resale		\$504.88	877329	BEER
E 640-48000-253	Beer For Resale		\$875.00	878436	BEER
E 640-48000-253	Beer For Resale		\$71.65	878437	BEER
E 640-47000-253	Beer For Resale		\$586.95	878438	BEER
Total THORPE DISTRIBUTING CO.			\$6,203.07		
Paid Chk# 098090	3/2/2015	TKO WINES, INC.			
E 640-47000-252	Wine For Resale		\$678.00	959	WINE
Total TKO WINES, INC.			\$678.00		
Paid Chk# 098091	3/2/2015	TOLL GAS & WELDING SUPPLY			
E 640-48000-210	Operating Supplies (GENERAL)		\$87.82	10066914	SUPPLIES
Total TOLL GAS & WELDING SUPPLY			\$87.82		
Paid Chk# 098092	3/2/2015	TRADITION WINE & SPIRITS			
E 640-47000-252	Wine For Resale		\$648.00	4969	WINE
E 640-47000-259	Freight		\$6.00	4969	FREIGHT
Total TRADITION WINE & SPIRITS			\$654.00		
Paid Chk# 098093	3/2/2015	TRUE			
E 640-47000-254	Soft Drinks/Mix For Resale		\$79.36	I3119	SUPPLIES
E 640-47000-254	Soft Drinks/Mix For Resale		\$509.20	I4192	SUPPLIES
E 640-47000-254	Soft Drinks/Mix For Resale		\$13.40	I6282	SUPPLIES

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E 640-47000-254	Soft Drinks/Mix For Resale	\$527.95	TF1196	SUPPLIES
Total TRUE		\$1,129.91		
Paid Chk# 098094	3/2/2015	ULINE		
E 640-47000-210	Operating Supplies (GENERAL)	\$1,046.78	65093294	SUPPLIES
Total ULINE		\$1,046.78		
Paid Chk# 098095	3/2/2015	ULTRA-CHEM IN.C		
E 640-48000-210	Operating Supplies (GENERAL)	\$624.22	1130415	SUPPLIES
Total ULTRA-CHEM IN.C		\$624.22		
Paid Chk# 098096	3/2/2015	UPS STORE		
E 640-47000-210	Operating Supplies (GENERAL)	\$40.80	7782	SUPPLIES
E 640-47000-210	Operating Supplies (GENERAL)	\$29.18	7997	SUPPLIES
E 640-47000-210	Operating Supplies (GENERAL)	\$31.56	8051	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$17.16	9291	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$21.46	9773	SUPPLIES
Total UPS STORE		\$140.16		
Paid Chk# 098097	3/2/2015	VINOCOPIA		
E 640-47000-252	Wine For Resale	\$328.00	0117937	WINE
E 640-47000-259	Freight	\$7.50	0117937	FREIGHT
E 640-47000-252	Wine For Resale	(\$229.00)	0117937	WINE
E 640-47000-259	Freight	\$19.50	0118442	FREIGHT
E 640-47000-252	Wine For Resale	\$978.24	0118442	WINE
E 640-47000-254	Soft Drinks/Mix For Resale	\$120.00	0118442	MISC.BEV.
Total VINOCOPIA		\$1,224.24		
Paid Chk# 098098	3/2/2015	WINE COMPANY		
E 640-47000-252	Wine For Resale	\$88.00	384588	WINE
E 640-47000-252	Wine For Resale	\$888.00	384987	WINE
E 640-47000-259	Freight	\$11.55	384987	FREIGHT
E 640-47000-252	Wine For Resale	\$1,928.00	385543	WINE
E 640-47000-259	Freight	\$14.85	385543	FREIGHT
E 640-47000-252	Wine For Resale	\$1,028.00	386118	WINE
E 640-47000-259	Freight	\$16.50	386118	FREIGHT
E 640-47000-252	Wine For Resale	\$216.00	386399	WINE
E 640-47000-259	Freight	\$4.20	386399	FREIGHT
Total WINE COMPANY		\$4,195.10		
Paid Chk# 098099	3/2/2015	WINE MERCHANT		
E 640-47000-252	Wine For Resale	(\$550.00)	701605	WINE
E 640-47000-252	Wine For Resale	\$2,658.84	7017906	WINE
E 640-47000-259	Freight	\$21.62	7017906	FREIGHT
E 640-48000-252	Wine For Resale	\$606.46	7018832	WINE
E 640-47000-259	Freight	\$10.00	7018865	FREIGHT
E 640-47000-252	Wine For Resale	\$1,094.71	7018865	WINE
E 640-48000-252	Wine For Resale	\$121.22	7019733	WINE
E 640-47000-252	Wine For Resale	\$903.25	7019766	WINE
E 640-47000-259	Freight	\$6.10	7019766	FREIGHT
Total WINE MERCHANT		\$4,872.20		
Paid Chk# 098100	3/2/2015	WIRTZ BEVERAGE MN BEER		
E 640-47000-253	Beer For Resale	\$1,069.50	1090358922	BEER
E 640-47000-253	Beer For Resale	\$69.30	1090362242	BEER
E 640-47000-253	Beer For Resale	\$489.60	1090362243	BEER
E 640-48000-253	Beer For Resale	\$291.00	1090362533	BEER
E 640-48000-253	Beer For Resale	\$228.00	1090365643	BEER

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E 640-47000-253	Beer For Resale		\$768.50	1090365745	BEER
Total WIRTZ BEVERAGE MN BEER			\$2,915.90		
Paid Chk# 098101	3/2/2015	WIRTZ BEVERAGE MN WINE & SPIRI			
E 640-47000-252	Wine For Resale		\$1,616.00	1080286920	WINE
E 640-47000-259	Freight		\$13.77	1080286920	FREIGHT
E 640-47000-259	Freight		\$15.82	1080286921	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$40.40	1080286921	MISC.BEV.
E 640-47000-251	Liquor For Resale		\$1,474.93	1080286921	LIQUOR
E 640-47000-259	Freight		\$12.32	1080289775	FREIGHT
E 640-47000-252	Wine For Resale		\$1,440.00	1080289775	WINE
E 640-47000-259	Freight		\$11.60	1080289776	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,913.79	1080289776	LIQUOR
E 640-47000-259	Freight		\$0.24	1080292150	FREIGHT
E 640-47000-252	Wine For Resale		\$3,388.00	1080292151	WINE
E 640-47000-259	Freight		\$31.90	1080292151	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,079.01	1080292152	LIQUOR
E 640-47000-259	Freight		\$7.37	1080292152	FREIGHT
Total WIRTZ BEVERAGE MN WINE & SPIRI			\$11,045.15		
Paid Chk# 098102	3/2/2015	WOODFORD, RICHARD			
E 640-47000-130	Employer Paid Ins		\$300.00	FEB.2015	HEALTH INS.REIMB.FEB.2015
Total WOODFORD, RICHARD			\$300.00		
Paid Chk# 098103	3/2/2015	ZAHLER, TONY			
E 640-48000-341	General Promotions		\$400.00	3/7/15	BAR MUSIC 3/7/15
Total ZAHLER, TONY			\$400.00		
Paid Chk# 098104	3/11/2015	AEM FINANCIAL SOLUTIONS			
E 101-41500-301	Auditing and Acct g Services		\$9,500.00	338698	FINANCIAL SERVICES
Total AEM FINANCIAL SOLUTIONS			\$9,500.00		
Paid Chk# 098105	3/11/2015	ANCHOR BANK-CARDMEMBER SERV.			
E 101-41100-210	Operating Supplies (GENERAL)		\$64.71		LUNCHEON SUPPLIES
E 640-48000-499	Miscellaneous		\$1.96		BAR AD
E 640-47000-341	General Promotions		\$30.00		LIQ.STORE PROMO
E 101-41500-433	Dues, Licensing & Seminars		\$60.00		ADMIN.DUES
E 101-41500-331	Mileage & Expense Account		\$68.13		MTG.MEALS
E 101-42400-433	Dues, Licensing & Seminars		\$307.50		BLDG.DEPT.DUES
E 101-45200-404	Repairs/Maint - Machin/Equip		\$544.61		PARKS REPAIRS
Total ANCHOR BANK-CARDMEMBER SERV.			\$1,076.91		
Paid Chk# 098106	3/11/2015	AT&T MOBILITY			
E 101-41940-321	Telephone		\$220.72		CELL PHONE SERVICE
Total AT&T MOBILITY			\$220.72		
Paid Chk# 098107	3/11/2015	AT&T MOBILITY			
E 101-41940-321	Telephone		\$203.66		CELL PHONE SERVICE
Total AT&T MOBILITY			\$203.66		
Paid Chk# 098108	3/11/2015	AUSTIN, ANDY			
E 640-48000-341	General Promotions		\$200.00	3/12/15	BAR MUSIC 3/12/15
Total AUSTIN, ANDY			\$200.00		
Paid Chk# 098109	3/11/2015	BANYON DATA SYSTEMS			
E 101-41500-433	Dues, Licensing & Seminars		\$485.00	00152596	POS SUPPORT
Total BANYON DATA SYSTEMS			\$485.00		
Paid Chk# 098110	3/11/2015	BATTERIES PLUS			

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E 610-40000-210	Operating Supplies (GENERAL)		\$28.49	021-318174	SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)		\$28.48	021-318174	SUPPLIES
Total BATTERIES PLUS			\$56.97		
Paid Chk# 098111	3/11/2015	BEST & FLANAGAN			
E 101-41500-304	Legal Fees		\$75.00	449917	DATA PRACTICES ACT
E 101-41500-304	Legal Fees		\$1,246.95	449918	RETAINER
E 101-41500-304	Legal Fees		\$375.00	449920	ORDINANCES
E 101-41500-304	Legal Fees		\$262.50	449921	LIQUOR LICENSES
E 101-41500-304	Legal Fees		\$826.80	449922	UNITARIAN CHURCH
G 101-20310	Escrow		\$258.00	449923	AT&T CELL TOWER-ESCROW PROJECT
E 101-41500-304	Legal Fees		\$202.50	449924	CELL TOWER
G 101-20310	Escrow		\$262.50	449925	165 & 213 CENTRAL ESCROW PROJECT
E 101-41500-304	Legal Fees		\$675.00	449926	253 & 259 LAKE STREET
E 101-41500-304	Legal Fees		\$1,875.00	449965	CITY COUNCIL
Total BEST & FLANAGAN			\$6,059.25		
Paid Chk# 098112	3/11/2015	BETH, GERALD O			
E 640-48000-341	General Promotions		\$175.00	3/17/15	BAR MUSIC 3/17/15
Total BETH, GERALD O			\$175.00		
Paid Chk# 098113	3/11/2015	BETH, GERALD O			
E 640-48000-341	General Promotions		\$175.00	3/24/15	BAR MUSIC 3/24/15
Total BETH, GERALD O			\$175.00		
Paid Chk# 098114	3/11/2015	BETH, GERALD O			
E 640-48000-341	General Promotions		\$175.00	3/31/15	BAR MUSIC 3/31/15
Total BETH, GERALD O			\$175.00		
Paid Chk# 098115	3/11/2015	BIFFS, INC.			
E 101-45200-415	Other Equipment Rentals		\$62.50	W554277	PARKS SERVICE
Total BIFFS, INC.			\$62.50		
Paid Chk# 098116	3/11/2015	BLOOMQUIST, RICK			
E 640-48000-341	General Promotions		\$400.00	3/21/15	BAR MUSIC 3/21/15
Total BLOOMQUIST, RICK			\$400.00		
Paid Chk# 098117	3/11/2015	BLUE CROSS AND BLUE SHIELD			
G 101-21706	Health Insurance		\$41,544.50	APRIL 2015	HEALTH INS.APRIL 2015
Total BLUE CROSS AND BLUE SHIELD			\$41,544.50		
Paid Chk# 098118	3/11/2015	BTS CONSTRUCTION LLC			
R 101-00000-34190	Charges for Services/Gen Gov		(\$18.15)	ST.CUT REFU	STREET CUT DEPOSIT REFUND
G 101-20300	Deposits Payable		\$750.00	ST.CUT REFU	STREET CUT DEPOSIT REFUND
Total BTS CONSTRUCTION LLC			\$731.85		
Paid Chk# 098119	3/11/2015	CASH - ANCHOR BANK			
G 640-10150	ATM		\$5,000.00	ATM FILL	ATM FILL
Total CASH - ANCHOR BANK			\$5,000.00		
Paid Chk# 098120	3/11/2015	CENTERPOINT ENERGY			
E 101-41940-383	Fuel, oil and natural gas		\$3,381.42		SERVICE
E 640-48000-383	Fuel, oil and natural gas		\$1,495.77		BAR
E 101-41940-383	Fuel, oil and natural gas		\$9.50		SERVICE
E 640-47000-383	Fuel, oil and natural gas		\$373.94		STORE
E 610-40000-383	Fuel, oil and natural gas		\$211.01		SERVICE
E 101-42200-383	Fuel, oil and natural gas		\$1,159.18		SERVICE
Total CENTERPOINT ENERGY			\$6,630.82		

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Paid Chk#	098121	3/11/2015	CI UTILITIES LLC		
	G 101-20300	Deposits Payable	\$770.00	ST.CUT REFU	STREET CUT DEPOSIT REFUND
	R 101-00000-34190	Charges for Services/Gen Gov	(\$211.20)	ST.CUT REFU	STREET CUT DEPOSIT REFUND
	Total	CI UTILITIES LLC	\$558.80		
Paid Chk#	098122	3/11/2015	CITY VIEW PLUMBING & HEATING		
	E 101-41940-401	Repairs/Maint Buildings	\$66.56	42770	MISC.REPAIRS
	Total	CITY VIEW PLUMBING & HEATING	\$66.56		
Paid Chk#	098123	3/11/2015	CLAREY S SAFETY EQUIPMENT		
	E 237-40000-240	Small Tools and Minor Equip	\$12,175.00	159833	FD TOOLS/EQUIPMENT
	Total	CLAREY S SAFETY EQUIPMENT	\$12,175.00		
Paid Chk#	098124	3/11/2015	CRABTREE COMPANIES		
	E 101-41500-404	Repairs/Maint - Machin/Equip	\$117.00	130712	COPIER
	Total	CRABTREE COMPANIES	\$117.00		
Paid Chk#	098125	3/11/2015	DISTEL, DANIEL		
	E 101-41550-302	Consultants	\$3,496.00		MONTHLY ASSESSING
	Total	DISTEL, DANIEL	\$3,496.00		
Paid Chk#	098126	3/11/2015	DMX MUSIC - MINNEAPOLIS		
	E 640-48000-415	Other Equipment Rentals	\$96.62	51431762	BAR MUSIC
	Total	DMX MUSIC - MINNEAPOLIS	\$96.62		
Paid Chk#	098127	3/11/2015	ESS BROTHERS & SONS INC.		
	E 620-40000-225	Repair & Maint - System	\$770.00	UU1007	PARTS
	Total	ESS BROTHERS & SONS INC.	\$770.00		
Paid Chk#	098128	3/11/2015	FLEXIBLE PIPE TOOL COMPANY		
	E 620-40000-224	Repair & Maint - Motor Equip	\$276.35	18268	PARTS
	Total	FLEXIBLE PIPE TOOL COMPANY	\$276.35		
Paid Chk#	098129	3/11/2015	GARELICK STEEL CO.		
	E 233-40000-220	Repair/Maint Supply (GENERAL)	\$196.50	311957	SIGN POSTS
	E 101-43100-226	Sign Repair Materials	\$127.00	311957	SIGN POSTS
	Total	GARELICK STEEL CO.	\$323.50		
Paid Chk#	098130	3/11/2015	GARY S DIESEL SERVICE, INC.		
	E 101-43100-220	Repair/Maint Supply (GENERAL)	\$13.45	1-33219	PARTS
	Total	GARY S DIESEL SERVICE, INC.	\$13.45		
Paid Chk#	098131	3/11/2015	GILBERT, MELODY		
	E 640-48000-341	General Promotions	\$300.00	3/19/15	BAR MUSIC 3/19/15
	Total	GILBERT, MELODY	\$300.00		
Paid Chk#	098132	3/11/2015	GOLDEN VALLEY TCA A LLC		
	G 630-20300	Deposits Payable	\$4,482.91	CVR REFUND	CVR REFUND
	Total	GOLDEN VALLEY TCA A LLC	\$4,482.91		
Paid Chk#	098133	3/11/2015	GOPHER STATE ONE CALL		
	E 610-40000-313	Permit Fees/Gopher State	\$59.60	132901	LOCATES
	E 620-40000-313	Permit Fees/Gopher State	\$59.60	132901	LOCATES
	Total	GOPHER STATE ONE CALL	\$119.20		
Paid Chk#	098134	3/11/2015	GRAINGER, INC.		
	E 101-45200-210	Operating Supplies (GENERAL)	\$104.04	9670318162	SUPPLIES
	Total	GRAINGER, INC.	\$104.04		

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Paid Chk#	098135	3/11/2015	HENN. CNTY. FIRE CHIEFS ASSN.		
	E 101-42200-433	Dues, Licensing & Seminars	\$100.00	2015 DUES	2015 DUES
	Total	HENN. CNTY. FIRE CHIEFS ASSN.	\$100.00		
Paid Chk#	098136	3/11/2015	HENN.CNTY.INFO.TECH.DEPT.		
	E 101-43100-323	Radio Units	\$150.00	1000058141	RADIO CONNECTION
	E 620-40000-323	Radio Units	\$80.69	1000058141	RADIO CONNECTION
	E 610-40000-323	Radio Units	\$80.70	1000058141	RADIO CONNECTION
	E 101-45200-323	Radio Units	\$150.00	1000058141	RADIO CONNECTION
	Total	HENN.CNTY.INFO.TECH.DEPT.	\$461.39		
Paid Chk#	098137	3/11/2015	HENNEPIN COUNTY TREASURER		
	G 650-20818	Garbage Sales Tax	\$1,340.33	FEB.2015	9% REFUSE TAX - FEB.2015
	Total	HENNEPIN COUNTY TREASURER	\$1,340.33		
Paid Chk#	098138	3/11/2015	HERITAGE SHADE TREE CONSULTANT		
	E 404-40000-302	Consultants	\$2,185.00	5447	URBANK FORESTRY CONSULTING
	G 101-20310	Escrow	\$431.25	5448	637 HARMONY CIRCLE - ESCROW PROJECT
	Total	HERITAGE SHADE TREE CONSULTANT	\$2,616.25		
Paid Chk#	098139	3/11/2015	HOME DEPOT		
	E 101-45200-210	Operating Supplies (GENERAL)	\$60.00		SUPPLIES
	E 610-40000-210	Operating Supplies (GENERAL)	\$24.53		SUPPLIES
	E 610-40000-225	Repair & Maint - System	\$94.02		SUPPLIES
	E 101-43100-210	Operating Supplies (GENERAL)	\$70.80		SUPPLIES
	Total	HOME DEPOT	\$249.35		
Paid Chk#	098140	3/11/2015	INTEGRATED FIRE & SECURITY		
	E 610-40000-404	Repairs/Maint - Machin/Equip	\$263.40	61654	WTP#3 MONITORING
	Total	INTEGRATED FIRE & SECURITY	\$263.40		
Paid Chk#	098141	3/11/2015	JOAN IACONA CONSULTING		
	E 640-48000-302	Consultants	\$1,000.00	3415	MGMT.FEE
	Total	JOAN IACONA CONSULTING	\$1,000.00		
Paid Chk#	098142	3/11/2015	JONES, REBECCA		
	E 610-40000-499	Miscellaneous	\$31.48	REIMB.	SUPPLIES
	Total	JONES, REBECCA	\$31.48		
Paid Chk#	098143	3/11/2015	JORGENSEN, KURT		
	E 640-48000-341	General Promotions	\$300.00	3/14/15	BAR MUSIC 3/14/15
	Total	JORGENSEN, KURT	\$300.00		
Paid Chk#	098144	3/11/2015	LANO EQUIPMENT, INC.		
	E 101-45200-222	Repair & Maint - Equip	\$33.90	03-264882	PARTS
	Total	LANO EQUIPMENT, INC.	\$33.90		
Paid Chk#	098145	3/11/2015	LOFFLER COMPANIES, INC.		
	E 101-41500-311	Data Processing	\$2,911.76	1934562	NETWORK SUPPORT
	Total	LOFFLER COMPANIES, INC.	\$2,911.76		
Paid Chk#	098146	3/11/2015	LUBE TECH		
	E 101-42100-212	Motor Fuels	\$176.47	599618	OIL
	E 610-40000-212	Motor Fuels	\$176.47	599618	OIL
	E 101-43100-212	Motor Fuels	\$176.48	599618	OIL
	E 620-40000-212	Motor Fuels	\$176.47	599618	OIL
	E 101-45200-212	Motor Fuels	\$176.47	599618	OIL
	Total	LUBE TECH	\$882.36		

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Paid Chk# 098147	3/11/2015	MAMA			
E 101-41500-433	Dues, Licensing & Seminars		\$45.00	1723	2015 DUES
	Total MAMA		\$45.00		
Paid Chk# 098148	3/11/2015	MANSFIELD OIL COMPANY			
E 101-49200-212	Motor Fuels		\$906.55	289527	FUEL
E 101-49200-212	Motor Fuels		\$667.17	289541	FUEL
	Total MANSFIELD OIL COMPANY		\$1,573.72		
Paid Chk# 098149	3/11/2015	MEDIACOM			
E 101-41940-321	Telephone		\$592.00		SERVICE
	Total MEDIACOM		\$592.00		
Paid Chk# 098150	3/11/2015	METROPOLITAN COUNCIL			
E 620-40000-386	Other Utilities		\$36,867.42	0001041704	SEWER SERVICE
	Total METROPOLITAN COUNCIL		\$36,867.42		
Paid Chk# 098151	3/11/2015	MINNESOTA WANNER COMPANY			
E 101-45200-222	Repair & Maint - Equip		\$179.15	0107873	PARTS
	Total MINNESOTA WANNER COMPANY		\$179.15		
Paid Chk# 098152	3/11/2015	MN CHILD SUPPORT PAYMENT CENTE			
G 101-21710	County WH		\$227.50	0015104841	WITHHOLDING ORDER
	Total MN CHILD SUPPORT PAYMENT CENTE		\$227.50		
Paid Chk# 098153	3/11/2015	MN POLLUTION CONTROL AGENCY			
E 610-40000-310	Plan Review		\$350.00	4400125809	ANNUAL DISCHARGE FEE
	Total MN POLLUTION CONTROL AGENCY		\$350.00		
Paid Chk# 098154	3/11/2015	MN STATE FIRE MARSHAL DIVISION			
E 101-42200-434	Training and schools		\$130.00	CONF.REG.	CONFERENCE REGISTRATION
	Total MN STATE FIRE MARSHAL DIVISION		\$130.00		
Paid Chk# 098155	3/11/2015	MNFIAM BOOK SALES			
E 101-42200-434	Training and schools		\$310.00	2015	FD TRAINING MATERIAL
	Total MNFIAM BOOK SALES		\$310.00		
Paid Chk# 098156	3/11/2015	MOSS & BARNETT			
E 101-41500-304	Legal Fees		\$1,262.90	621380	MEDIACOM FRANCHISE RENEWAL
	Total MOSS & BARNETT		\$1,262.90		
Paid Chk# 098157	3/11/2015	NAPA AUTO PARTS-WATERTOWN			
E 101-45200-210	Operating Supplies (GENERAL)		\$49.00	433551	PARTS
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$45.84	433690	PARTS
E 101-45200-222	Repair & Maint - Equip		\$23.72	433775	PARTS
	Total NAPA AUTO PARTS-WATERTOWN		\$118.56		
Paid Chk# 098158	3/11/2015	NEWMAN TRAFFIC SIGNS			
E 101-43100-226	Sign Repair Materials		\$799.58	0283370	WEIGHT RESTRICTION SIGNS
	Total NEWMAN TRAFFIC SIGNS		\$799.58		
Paid Chk# 098159	3/11/2015	OFFICE DEPOT			
E 101-42100-200	Office Supplies (GENERAL)		\$31.98	756436963001	SUPPLIES
E 101-42100-200	Office Supplies (GENERAL)		\$27.19	756437117001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$133.07	756437117001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$14.99	756437118001	SUPPLIES
E 630-40000-540	Equipment		\$245.09	756770340001	MV EQUIP.
E 101-41500-200	Office Supplies (GENERAL)		\$74.65	756770387001	SUPPLIES
E 640-48000-200	Office Supplies (GENERAL)		\$102.65	756770387001	SUPPLIES

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E 101-42100-200	Office Supplies (GENERAL)	\$51.45	757681271001	SUPPLIES	
E 101-41500-200	Office Supplies (GENERAL)	\$22.24	757681271001	SUPPLIES	
E 630-40000-210	Operating Supplies (GENERAL)	\$95.99	757681271001	SUPPLIES	
E 630-40000-540	Equipment	\$490.18	757681349001	MV EQUIP.	
Total OFFICE DEPOT		\$1,289.48			
Paid Chk# 098160	3/11/2015	PIRTEK			
E 101-45200-222	Repair & Maint - Equip	\$25.23	S2056284.001	PARTS	
Total PIRTEK		\$25.23			
Paid Chk# 098161	3/11/2015	PLYMOUTH FRAMERY			
E 235-40000-499	Miscellaneous	\$450.00	697477	LAKE EFFECT	
Total PLYMOUTH FRAMERY		\$450.00			
Paid Chk# 098162	3/11/2015	RDO EQUIPMENT CO.			
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$255.08	P29072	PARTS	
Total RDO EQUIPMENT CO.		\$255.08			
Paid Chk# 098163	3/11/2015	RETREAT, THE			
E 101-41500-499	Miscellaneous	\$240.00	MEETING SP	MEETING SPACE DEPOSIT	
Total RETREAT, THE		\$240.00			
Paid Chk# 098164	3/11/2015	REYCRAFT, TOM			
E 640-48000-341	General Promotions	\$300.00	3/28/15	BAR MUSIC 3/28/15	
Total REYCRAFT, TOM		\$300.00			
Paid Chk# 098165	3/11/2015	SAVE THE LAKE			
E 101-41100-433	Dues, Licensing & Seminars	\$60.00	RESERVATIO	RESERVATION	
Total SAVE THE LAKE		\$60.00			
Paid Chk# 098166	3/11/2015	SHERWIN-WILLIAMS CO.			
E 101-45200-210	Operating Supplies (GENERAL)	\$52.56	3554-4	PAINT	
Total SHERWIN-WILLIAMS CO.		\$52.56			
Paid Chk# 098167	3/11/2015	SHORT ELLIOTT HENDRICKSON INC.			
E 430-40000-302	Consultants	\$2,155.33	288633	TELECOM STUDY	
E 610-49100-302	Consultants	\$718.44	288633	TELECOM STUDY	
G 101-20310	Escrow	\$215.12	293993	T-MOBILE ESCROW PROJECT	
Total SHORT ELLIOTT HENDRICKSON INC.		\$3,088.89			
Paid Chk# 098168	3/11/2015	SOUTHWEST NEWSPAPERS			
E 101-41500-350	Printing & Publishing	\$256.50	379326	LEGAL NOTICES	
Total SOUTHWEST NEWSPAPERS		\$256.50			
Paid Chk# 098169	3/11/2015	SPRINT			
E 101-42200-323	Radio Units	\$321.79	523093616-15	SERVICE	
Total SPRINT		\$321.79			
Paid Chk# 098170	3/11/2015	STAR TRIBUNE			
E 101-41500-433	Dues, Licensing & Seminars	\$84.50		SUBSCRIPTION RENEWAL	
Total STAR TRIBUNE		\$84.50			
Paid Chk# 098171	3/11/2015	STAR TRIBUNE - ADVERTISING			
E 101-41500-350	Printing & Publishing	\$360.00		ENG.TECH AD	
Total STAR TRIBUNE - ADVERTISING		\$360.00			
Paid Chk# 098172	3/11/2015	STARY, MARK			
E 640-48000-341	General Promotions	\$300.00	3/26/15	BAR MUSIC 3/26/15	
Total STARY, MARK		\$300.00			

***Check Detail Register©**

February 2015 to March 2015

			Check Amt	Invoice	Comment
Paid Chk#	098173	3/11/2015	STEPP MANUFACTURING CO., INC.		
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$40.04	47713	PARTS
Total	STEPP MANUFACTURING CO., INC.		\$40.04		
Paid Chk#	098174	3/11/2015	SUBURBAN RATE AUTHORITY		
E 101-41500-433	Dues, Licensing & Seminars		\$400.00	2015	2015 MEMBERSHIP
Total	SUBURBAN RATE AUTHORITY		\$400.00		
Paid Chk#	098175	3/11/2015	TIME SAVER		
E 101-41100-302	Consultants		\$444.00	M21158	MTG.MINUTES
Total	TIME SAVER		\$444.00		
Paid Chk#	098176	3/11/2015	VAN PAPER COMPANY		
E 101-41500-200	Office Supplies (GENERAL)		\$179.61	340478-00	SUPPLIES
Total	VAN PAPER COMPANY		\$179.61		
Paid Chk#	098177	3/11/2015	VAUGHN-LEE & ASSOCIATES		
E 640-47000-433	Dues, Licensing & Seminars		\$440.00	COW-0315	SUPERVISOR TRAINING
E 620-40000-433	Dues, Licensing & Seminars		\$220.00	COW-0315	SUPERVISOR TRAINING
E 610-40000-433	Dues, Licensing & Seminars		\$220.00	COW-0315	SUPERVISOR TRAINING
E 101-43100-433	Dues, Licensing & Seminars		\$440.00	COW-0315	SUPERVISOR TRAINING
E 101-45200-433	Dues, Licensing & Seminars		\$440.00	COW-0315	SUPERVISOR TRAINING
Total	VAUGHN-LEE & ASSOCIATES		\$1,760.00		
Paid Chk#	098178	3/11/2015	VERIZON WIRELESS		
E 101-42200-323	Radio Units		\$12.01	9740887007	SERVICE
Total	VERIZON WIRELESS		\$12.01		
Paid Chk#	098179	3/11/2015	VICTORY CORPS		
E 101-41940-210	Operating Supplies (GENERAL)		\$53.74	736844	FLAG POLE TOP
Total	VICTORY CORPS		\$53.74		
Paid Chk#	098180	3/11/2015	VILLAGE CHEVROLET		
E 610-40000-224	Repair & Maint - Motor Equip		\$48.32	279298	PARTS
E 620-40000-224	Repair & Maint - Motor Equip		\$46.25	279303	PARTS
E 610-40000-224	Repair & Maint - Motor Equip		\$62.89	280306	PARTS
Total	VILLAGE CHEVROLET		\$157.46		
Paid Chk#	098181	3/11/2015	VOLUNTEER FIREFIGHTERS		
E 101-42200-433	Dues, Licensing & Seminars		\$189.00	2015 DUES	2015 DUES
Total	VOLUNTEER FIREFIGHTERS		\$189.00		
Paid Chk#	098182	3/11/2015	WILLIAMS, CRAIG		
E 640-48500-130	Employer Paid Ins		\$300.00	FEB.2015	HEALTH INS.REIMB.FEB.2015
Total	WILLIAMS, CRAIG		\$300.00		
Paid Chk#	098183	3/11/2015	WSB & ASSOCIATES		
E 670-40000-302	Consultants		\$646.00	01204-380-2	POND SURVEYS
E 430-40000-302	Consultants		\$4,919.50	01204-390-2	2015 STREETS
Total	WSB & ASSOCIATES		\$5,565.50		
Paid Chk#	098184	3/11/2015	XCEL ENERGY		
E 101-45203-381	Electric Utilities		\$4,925.67		SERVICE
E 101-41940-381	Electric Utilities		\$4,437.53		SERVICE
E 101-42200-381	Electric Utilities		\$358.14		SERVICE
E 610-40000-381	Electric Utilities		\$5,343.10		SERVICE
E 640-47000-381	Electric Utilities		\$1,351.30		SERVICE
E 640-48000-381	Electric Utilities		\$3,153.03		SERVICE
E 620-40000-381	Electric Utilities		\$922.75		SERVICE

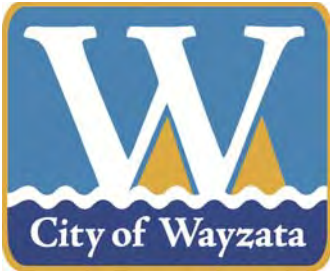
***Check Detail Register©**

February 2015 to March 2015

		Check Amt	Invoice	Comment
E 101-41940-381	Electric Utilities	\$11.30		SERVICE
	Total XCEL ENERGY	\$20,502.82		
	10100 Anchor Bank	\$369,421.68		

Fund Summary**10100 Anchor Bank**

101 GENERAL FUND	\$122,517.15
233 LAKFRONT IMPROVE	\$196.50
235 CABLE TV	\$1,975.00
237 FIRE DEPT PULL TABS	\$12,175.00
404 PARK AND TRAIL CIP	\$2,185.00
430 STREET CIP	\$7,074.83
610 WATER FUND	\$14,360.00
620 SEWER FUND	\$46,051.29
630 MOTOR VEHICLE	\$5,314.17
640 LIQUOR	\$155,586.41
650 SOLID WASTE	\$1,340.33
670 STORMWATER	\$646.00
	\$369,421.68



City of Wayzata Public Works
299 Wayzata Blvd. W
Wayzata, MN 55391

Director of Public Service

David Dudinsky

City Engineer/Asst. Public Works Director

Mike Kelly

Public Works Superintendent

Jim Eibensteiner

Public Works Secretary/Utility Billing Clerk

Rebecca Jones

To: City Council
From: Engineering Department
Date: 3/11/2015
Re: Cooperative Agreement for MnDOT project Trunk Highway 12 Auxiliary Lane

In 2015, the Minnesota Department of Transportation (MnDOT) will be constructing an auxiliary lane on Trunk Highway (T.H.) 12 between CSAH 15 and the collector road to I-494. This auxiliary lane will allow motorists a better opportunity to safely merge on to TH12 or continue directly to the Carlson Parkway/494 off-ramp without the need to merge.

This project is proposed to take several months and will impact access to the eastbound on-ramp at CSAH 101 South for approximately two (2) weeks. The project is proposed to begin in August of 2015 with the ramp closure proposed to occur in mid-August. A detour will be posted, directing motorists to the CSAH 101/Central Avenue on-ramp. Staff has also contacted the City of Minnetonka regarding potential use of the north and south Frontage Roads for alternative routes. Minnetonka is agreeable to this temporary routing.

The project will also have minor impacts to two (2), city sanitary sewer manholes. The construction cooperative agreement addresses the cost participation necessary to adjust the two affected manholes. The City of Wayzata's cost participation is estimated at \$1,175.47.

Attached, please find a copy of the proposed Construction Cooperative Agreement and, if acceptable, the City Council may consider approving the Construction Cooperative Agreement via Resolution 04-2015.

CITY OF WAYZATA

RESOLUTION NO. 04-2015

**RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE
CONSTRUCTION AGREEMENT BETWEEN THE CITY OF WAYZATA AND THE
MINNESOTA DEPARTMENT OF TRANSPORTATION**

WHEREAS, The Minnesota Department of Transportation (MnDOT) proposes to construct an auxiliary lane on Trunk Highway (T.H.) 12 between CSAH 15 and the collector road to I-494 in 2015; and

WHEREAS, MnDOT is requiring the City of Wayzata to participate in the costs of adjustment of two (2) sanitary sewer manholes, owned and operated by the City, estimated at \$1,175.47.

NOW THEREFORE BE IT RESOLVED, that the City of Wayzata enter into MnDOT Agreement No. 07157 with the State of Minnesota, Department of Transportation for the purpose of cost participation relating to utility adjustments along and adjacent to T.H. 12 between Station 889 and Station 927, under project No. 2714-142; and

BE IT FURTHER RESOLVED that the Mayor and the City Manager are authorized and directed to execute MnDOT Agreement No. 07157, and any amendments, on behalf of the City.

Adopted by the Wayzata City Council this 17th day of March, 2015.

Mayor Ken Willcox

ATTEST:

City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 04-2015 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on March 17, 2015.

Becky Malone, Deputy City Clerk

SEAL

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF WAYZATA
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.): <u>2714-142</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.): <u>12</u>	<u>[\$0.00]</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Wayzata acting through its City Council ("City").

Recitals

1. The State will perform auxiliary lane construction, including drainage, guardrail and overhead signs construction and other associated construction upon, along and adjacent to Trunk Highway No. 12 from east junction of Hennepin County C.S.A.H.101 to T.H. 494 according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 2714-142 (T.H.12)("Project"); and
2. The City has utilities within the State right of way that are impacted by the State construction and has requested the State include in its Project the adjustment of those utilities; and
3. The City is responsible for the costs of the utility adjustments and associated construction engineering; and
4. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 2714-142 (T.H. 12) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and incorporated into this Agreement by reference.

2. Construction by the State

2.1. Contract Award. The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. Direction, Supervision and Inspection of Construction.

- A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. Inspection by the City.** The City utility adjustment construction covered under this Agreement will be open to inspection by the City. If the City believes the City utility adjustment construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City utility adjustment construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

- A.** The State will make changes in the Project Plans and contract construction, which may include the City utility adjustment construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City utility adjustment construction covered under this Agreement.
- B.** The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

2.4. Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

3. Maintenance by the City. Upon completion of the project, the City will continue to provide utility facility maintenance without cost or expense to the State.

4. Basis of City Utility Adjustment Cost

- 4.1. SCHEDULE "I".** The Preliminary SCHEDULE "I" includes all anticipated City utility adjustment participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City utility adjustment construction covered under this Agreement.
- 4.3. Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the City utility adjustment construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.

5. City Cost and Payment by the City

5.1. City Cost. \$ is the City's estimated share of the costs of the utility adjustment construction and the 8 percent construction engineering cost share as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised SCHEDULE "I" based on construction contract unit prices, which will replace and supersede the Preliminary SCHEDULE "I" as part of this agreement.

5.2. Conditions of Payment. The City will pay the State the full and complete lump sum amount, as shown in the Revised SCHEDULE "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to the City, including a copy of the Revised SCHEDULE "I".

B. The City's receipt of a written request from the State for the advancement of funds.

5.3. Final Payment, Additional City Requested Work

Upon completion of all contract construction and upon computation of the final amount due the State's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, the State will prepare a Final SCHEDULE "I" and submit a copy to the City. The Final SCHEDULE "I" will be based on final quantities of any additional City requested participation construction items and the construction engineering cost share due to additional requested work. The computation by the State of the amount due from the City will be final, binding and conclusive.

5.4. Final Payment by the City

Upon completion of all contract construction and upon computation of the final amount due the State's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, the State will prepare a Final SCHEDULE "I" and submit a copy to the City. The Final SCHEDULE "I" will be based on final quantities of any additional City requested participation construction items and the construction engineering cost share due to additional requested work. The computation by the State of the amount due from the City will be final, binding and conclusive.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: maryanne.kellysonnek@state.mn.us

6.2. The City's Authorized Representative will be:

Name/Title: David Dudinsky, Director of Public Services (or successor)
 Address: 299 Wayzata Blvd., W, Wayzata, MN 55391
 Telephone: 952.404.5361

7. Assignment; Amendments; Waiver; Contract Complete

7.1. Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

- 7.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

- 8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

- 13.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.
- 13.2. **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.
- 13.3. **Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a

party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF WAYZATA

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 07157

City of Wayzata

S.P. 2714-142 (T.H. 12 = 010)

State Funds

Preliminary: November 17, 2014

Auxiliary lane, drainage guardrail and overhead sign structure construction to start approximately April 15, 2014 under

State Contract No. _____ with _____

located on T.H. 12 from East Jet Hennepin County CSAH 101 to T.H. 494 CD Exit: City Utility Adjustments

CITY COST PARTICIPATION

Item	Unit	Quantity	Cost per Unit	Total
2506.522 Adjust Frame and Ring Casting	EACH	2	\$544.20	\$1,088.40
Subtotal				\$1,088.40
Construction Engineering (8%)			87.07	
(1) Total City Cost				\$1,175.47

(1) Amount of advance payment as described in Article 5.2 of the agreement (Estimated amount)

3/17/2015
THE FOLLOWING 2015 MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY

2015 Gas Fitters License	
Metropolitan Mechanical Contractors Inc.	Eden Prairie, MN
SR Heating LLC	Delano, MN
Total Refrigeration	South St Paul, MN
2015 Tree Removal and Treatment License	
Arbor Barber, Inc.	Big Lake, MN

**WAYZATA POLICE DEPARTMENT
ACTIVITY REPORT
FEBRUARY, 2015**

Customer Trouble

Reported: 02-28-2015 2223

Report of an irate customer refusing to leave. Male left when police were called.

Addresses Involved

600 block of Lake St, Wayzata, MN 55391

Fire

Reported: 02-26-2015 2034

Report a gas fireplace that exploded. Damage was limited to fireplace.

Homeowner sustained injuries but declined medical attention.

Addresses Involved

200 block of Ridgeview Dr E, Wayzata, MN

Damage to Property - Criminal

Reported: 02-25-2015 0837

Report of damage to vehicle. Loss \$300.

Addresses Involved

100 block of Circle A Dr S , Wayzata, MN 55391

Utility/Public Works Issue

Reported: 02-25-2015 0828

Report of a hit gas line. Wayzata Police and Fire responded.

Addresses Involved

400 block of Carpenters Pt, Wayzata, MN

Theft

Reported: 02-24-2015 0838

Report of a theft of a license plate.

Addresses Involved

1100 block of Wayzata Blvd E, Wayzata, MN 55391

Theft

Reported: 02-23-2015 0755

Report of identity theft.

Addresses Involved

100 block of Chicago Ave N, Wayzata, MN

Open Door

Reported: 02-22-2015 1708

Customer reported business was unlocked and no workers were inside. Officers checked building.

Employee said business was closed and they must have forgotten to lock door.

Addresses Involved

800 block of Lake St E, Wayzata, MN

Theft

Reported: 02-22-2015 1541

Report of a theft and subsequent financial transaction card fraud.

Addresses Involved

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

Open Door

Reported: 02-22-2015 1203

Officer found security gate open. Officer checked interior lot, no damage noted. Secured gate.

Addresses Involved

2400 Industrial Blvd W, Long Lake, MN

DWI **Reported:** 02-21-2015 2001
40 year old female from Orono arrested for driving under the influence of alcohol. Tested .10
Addresses Involved
200 block of Lake Street E, Wayzata, MN 55391
Names Involved
(Arrested) Jabs, Nicole Arlene (Age:40)

Warrant **Reported:** 02-21-2015 1444
Attempted warrant pick up. Female was not the person listed on the warrant.
Addresses Involved
1000 block of Circle Dr E, Wayzata, MN

Suspicious **Reported:** 02-21-2015 1310
Officer observed an open gate and a vehicle with an open door. Employee was preparing for work.
Addresses Involved
500 block of Tamarack Ave, Long Lake, MN 55356

Harassment **Reported:** 02-20-2015 1621
Report of a disturbance and harassing communications.
Addresses Involved
1800 block of Wayzata Blvd W, Long Lake, MN 55356 USA

Harassment **Reported:** 02-20-2015 1015
Report of harassing emails.
Addresses Involved
400 block of Rice Street E, Wayzata, MN 55391 USA

Theft **Reported:** 02-19-2015 1210
Report of a theft. Loss approximately \$4600.
Addresses Involved
2000 block of Wayzata Blvd E, Wayzata, MN 55391 USA

Controlled Substance **Reported:** 02-18-2015 1215
Report of a smell on marijuana in hallway. Faint odor detected. Unable to locate source.
Addresses Involved
600 block of Wayzata Blvd E, Wayzata, MN

Burglary-Commercial **Reported:** 02-18-2015 1046
Report of a business burglary. Loss approximately \$320.
Addresses Involved
200 block of Minnetonka Ave S, Wayzata, MN

Missing Person **Reported:** 02-17-2015 1931
Report of a missing person. Male was located.
Addresses Involved
300 block of Brown Rd N, Long Lake, MN

Suspicious **Reported:** 02-17-2015 1642
Report of a possible child luring incident. Father was reprimanding his own child outside the vehicle and then put child back in vehicle. Unfounded.
Addresses Involved
Ferndale Rd N & Hwy 12, Wayzata, MN

Suspicious **Reported:** 02-17-2015 1506
Report of a suspicious male possibly en route to business. Male did not arrive at business.
Addresses Involved
200 block of Wayzata Blvd W, Wayzata, MN 55391 USA

Damage to Property **Reported:** 02-16-2015 1243
Report of a damage to property.
Addresses Involved
2200 block of Grand Ave, Long Lake, MN

Suspicious **Reported:** 02-16-2015 0103
Officer observed a female sleeping in driver's seat of a vehicle. Driver was tired and pulled over while on her way home.
Addresses Involved
1300 block of Wayzata Blvd E, Wayzata, MN 55391 USA

Open Door **Reported:** 02-15-2015 0419
Officer observed an open garage door and vehicle door. Homeowner said she forgot to close them.
Addresses Involved
100 block of Orchard Circle, Long Lake, MN 55356 USA

Utility/Public Works Issue **Reported:** 02-14-2015 1006
Report of a semi truck that hit a power wire. Wayzata Police and Long Lake Fire and Xcel Energy responded.
Addresses Involved
1800 block of Wayzata Blvd W, Long Lake, MN 55356

DWI **Reported:** 02-13-2015 2208
51 year old male from Waverly arrested for driving while under the influence of alcohol. Tested .22
Addresses Involved
200 block of Wayzata Blvd W, Wayzata, MN 55391
Names Involved
(Arrested) Johnson, Daniel Thomas (Age:51)

Suspicious **Reported:** 02-13-2015 2137
Reported of a suspicious vehicle circling the area and shinning a blue light at a residence. Area checked, unable to locate the vehicle.
Addresses Involved
1700 block of Holdridge Cir, Wayzata, MN

Domestic **Reported:** 02-12-2015 2223
Report of a verbal dispute between mother and son.
Addresses Involved
2200 block of Grand Ave, Long Lake, MN 55356

Customer Trouble **Reported:** 02-12-2015 1350
Report of a verbal dispute between a customer and employee. Customer was asked to leave.
Addresses Involved
1100 block of Wayzata Blvd E, Wayzata, MN 55391 USA

Theft **Reported:** 02-12-2015 1310

Report of a theft. This case is under investigation.

Addresses Involved

200 block of Bushaway Road, Wayzata, MN 55391 USA

Suspicious **Reported:** 02-12-2015 0301

Officer observed a suspicious occupied vehicle. Male was dropping off female at her car.

Addresses Involved

700 block of Mill Street, Wayzata, MN 55391 USA

Suspicious **Reported:** 02-11-2015 1612

Report of an attempted phone scam. No loss at this time.

Addresses Involved

200 block of Brown Rd N, Long Lake, MN 55356 USA

Assault **Reported:** 02-10-2015 1540

Report of a road rage incident and assault. This case is under investigation.

Addresses Involved

700 block of Mill St, Wayzata, MN

Suspicious **Reported:** 02-10-2015 0641

Report of a person dressed in black looking in windows with a flashlight. Male was looking for lockbox to gain access to building in order to paint.

Addresses Involved

100 block of Lake Street W, Wayzata, MN 55391 USA

Controlled Substance **Reported:** 02-09-2015 1443

Juvenile female cited for possession of small amount of marijuana, possession of drug paraphernalia, possession of tobacco and speeding.

Addresses Involved

200 block of Central Ave, Wayzata, MN

Suspicious **Reported:** 02-09-2015 1426

Report of a suspicious bucket leaking fluid in the parking lot. Property owner will be sending out someone to remove the bucket.

Addresses Involved

1100 Block E Wayzata Blvd, Wayzata, MN

Theft **Reported:** 02-09-2015 1359

Report of a theft of cash. Loss \$200.

Addresses Involved

100 block of Central Ave S, Wayzata, MN 55391

DWI **Reported:** 02-08-2015 1229

54 year old female from Wayzata arrested for driving while under the influence. Refused to submit to test.

Addresses Involved

700 block of Mill St, Wayzata, MN 55391

Names Involved

(Arrested) Rouillard, Nancy Gayle (Age:54)

Disturbance **Reported:** 02-07-2015 2045
Report of a verbal dispute between several friends. One female transported to gas station to wait for a ride home.
Addresses Involved
600 block of Lake St E, Wayzata, MN

Domestic Assault **Reported:** 02-07-2015 1822
Report of a physical altercation between two juvenile family members.
Addresses Involved
2100 block of Grand Ave, Long Lake, MN

Customer Trouble **Reported:** 02-07-2015 1808
Report of two males refusing to leave business. Males left when they heard police were called.
Area checked, unable to locate.
Addresses Involved
700 block of Mill St, Wayzata, MN 55391

Juvenile **Reported:** 02-07-2015 1354
Report of juveniles throwing snowballs and one snowball hit a vehicle. No damage to vehicle.
Addresses Involved
300 block of Park St E, Wayzata, MN

Domestic **Reported:** 02-06-2015 1823
Report of a verbal domestic. Parties agreed to stay in separate living areas for the night.
Addresses Involved
100 block of Walker Ave N, Wayzata, MN

Theft **Reported:** 02-06-2015 1706
Report of a theft. Loss \$720.
Addresses Involved
100 block of Glenbrook Rd N, Wayzata, MN 55391

Theft **Reported:** 02-06-2015 1056
Report of identity theft. No loss at this time.
Addresses Involved
500 block of Dexter Dr, Long Lake, MN

Suspicious **Reported:** 02-05-2015 2145
Report of a suspicious person outside wearing dark clothing and carrying a flashlight. Area checked, unable to locate.
Addresses Involved
400 block of Rice St E, Wayzata, MN 55391

Harassment **Reported:** 02-05-2015 1555
Report of harassing text messages. Messages/calls were blocked.
Addresses Involved
300 block of Russell La, Long Lake, MN 55356

Fire **Reported:** 02-05-2015 1515
Report of a fire alarm. Burnt food. Wayzata Fire assisted with clearing smoke from house.
Addresses Involved
500 block of Broadway Ave N, Wayzata, MN

Littering/Dumping**Reported:** 02-05-2015 1036

Report of male illegal dumping garbage in dumpster. Case was unfounded.
Male works at business that shares the dumpster.

Addresses Involved

1100 block of Wayzata Blvd E, Wayzata, MN

Suspicious**Reported:** 02-05-2015 0808

Report of an attempted phone scam. No loss at this time.

Addresses Involved

1600 block of Crosby Rd, Wayzata, MN

Domestic**Reported:** 02-04-2015 2031

Report of a male and female yelling at each other. No answer at door.

Addresses Involved

100 block of Circle A Dr, Wayzata, MN 55391

Burglary-Commercial**Reported:** 02-04-2015 1420

Report of a business burglary. Loss approximately \$1800.

Addresses Involved

700 block of Lake Street E, Wayzata, MN 55391 USA

Suspicious**Reported:** 02-03-2015 1700

Report of a suspicious vehicle driving through the lot repeatedly. Vehicle was gone upon officer arrival.

Addresses Involved

200 block of Central Ave N, Wayzata, MN

Damage to Property - Criminal**Reported:** 02-03-2015 1143

Report of spray paint on storage shed. Unknown loss at this time.

Addresses Involved

300 block of Harrington Dr, Long Lake, MN

Harassment**Reported:** 02-02-2015 1134

Report of one neighbor harassing another.

Addresses Involved

100 block of Inglewood St, Long Lake, MN

Customer Trouble**Reported:** 02-01-2015 2245

Report of a male customer harassing a female customer. Male was given a ride home.

Addresses Involved

1800 block of Wayzata Blvd W, Long Lake, MN

Damage to Property**Reported:** 02-01-2015 0212

Report of eggs, toilet paper and other items being throw in yard and at the residence.

Addresses Involved

15700 Holdridge Rd , Wayzata, MN 55391

TRAFFIC – FEBRUARY, 2015

CITATIONS	90
WRITTEN WARNINGS	3
VERBAL WARNINGS	41

Description	
MISSING PERSON	1
MISSING/LOST PROPERTY	3
FOUND PROPERTY	2
ABANDONED VEHICLE	1
SAFEKEEPING & DISPOSAL	1
PIMV	2
PDMV	11
H & R PDMV	1
FALL/CUT	7
Other Fire/Smoke	1
Single Family Home Fire	1
FIRE ALARM	11
GAS LEAK/SMELL	2
HAZ ROAD CONDITION	4
SUICIDE THREAT	1
OTHER MEDICAL	42
Medical Alarm	3
72 Hour Hold/Emergency Admission	2
WELFARE CHECK - ADULT	7
WELFARE CHECK - JUV	1
MENTAL HEALTH ISSUE	3
INFO REC'D	8
VERBAL DOMESTIC	3
CIVIL MATTER	7
Trespass Warn/Order	1
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	13
SUSPICION	16
OPEN DOOR/WINDOW	3
SCAM/FRAUD ATTEMPT	2
MISC. JUVENILE PROBLEM	4
DRIVING/TRAFFIC COMPLAINT	16
PARKING COMPL	3
HOUSE/BUSINESS CHECKS	24
RECORD CHECKS	15
FIREARM PERMIT	2
HC SHERIFFS PERMIT TO CARRY	1

LIQUOR LICENSE CHECKS/PERMIT	4
PARKING PERMIT	1
OTHER ORD VIOL (JUNK CARS, ETC) - Admin	1
ANIMAL VIOLATION - Verbal Warning	1
ANIMAL COMPLAINT/CHECK	4
DOG LICENSE ISSUED	6
PATROL REQUEST	1
ADULT PROTECTION ASSIST	4
ASSIST CHILD PROTECTION	2
MOTORIST ASSIST/STALL	12
UTILITY PROBLEM	2
PUBLIC ASSIST	14
LOCKOUT	9
BUSINESS ALARM	12
HOME ALARM	12
911 HANG-UP	7
ASSIST OTHER DEPT	13
WARRANT/ATTEMPT/ARREST	1
SEARCH WARRANT	1
TRAFFIC CONTROL / DIRECT ENFORCEMENT	6
CASE FOLLOW UP	1
SPECIAL DETAIL	1
Sex Offender/POR Info/Checks	1
ASLT 5-MS-INFLICT BD HRM-HANDS-CHLD-ACQ	1
DOM ASLT-MS-INFLT BODILY HARM-HANDS-CH-FAM	1
BURG 3-UNOCC NRES NO FRC-N-UNK WEAP-COM THEFT	2
DRUGS-DRUG PARAPH-POSSESS-UNK-UNK	1
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	1
JUVENILE-CONT SUBST OFFENDER-POSS SM AMT MARIJ	1
JUVENILE USE OF TOBACCO	1
JUVENILE-RUNAWAY	1
PROP DAMAGE-MS-PRIVATE-OTHER INTENT	3
PROP DAMAGE-MS-PUBLIC-OTHER INTENT	1
LITTER-UNLAWFUL DEPOSIT OF GARBAGE-MS	1
THEFT-1001-5000 DLRS FE-PERSON-UNK PROPERTY	1
THEFT-501-1000 DLRS GM-BLDG-OTHER	1
THEFT-500 OR LESS MS-BLDG-MONEY	1
THEFT-500 OR LESS MS-MTR VEHICLE-OTH PROP	1
THEFT-FE-SWINDLE-OR-TRICK-35000-OR-MORE	1
FRAUD-FE-FIN-TRAN-CARD-NO-CONSENT-UNK-LOSS	1
THEFT-MS-IDENTITY THEFT-UNK LOSS	2

2013	2014	2015 Jan	2015 Feb	2015 to date
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BUILDING CONSTRUCTION

NUMBER OF BLDG. PERMITS	180	197	31	31	62
PROJECT VALUE	\$86,541,995.07	\$71,316,194.31	\$6,247,783.00	\$4,904,067.00	\$11,151,850.00
BUILDING PERMIT FEE	\$450,148.65	\$398,821.84	\$43,717.70	\$39,064.50	\$82,782.20
PLAN CHECK FEE	\$263,643.54	\$239,736.80	\$24,974.46	\$18,449.82	\$43,424.28

EXTERIOR REPAIR

NUMBER OF PERMITS	54	69	1	3	4
PROJECT VALUE	\$803,851.01	\$868,852.35	\$2,271.00	\$47,943.00	\$50,214.00
PERMIT FEE	\$12,737.00	\$15,457.53	\$ 88.50	\$ 835.50	\$924.00

MECHANICAL

NUMBER OF PERMITS	154	213	18	26	44
PROJECT VALUE	\$4,245,740.00	\$6,434,508.61	235,538.00	345,809.25	\$581,347.25
PERMIT FEE	\$70,487.99	\$108,666.50	4,704.00	6,755.52	\$11,459.52

PLUMBING

NUMBER OF PERMITS	166	193	27	24	51
PROJECT VALUE	\$1,041,197.50	\$4,316,761.00	\$178,389.00	\$132,780.00	\$311,169.00
PERMIT FEE	\$21,005.93	\$75,280.16	\$3,721.20	\$2,779.30	\$6,500.50

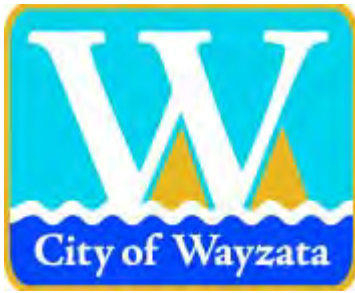
TOTAL # OF PERMITS	554	672	77	84	161
TOTAL INCOME	\$818,023.11	\$837,962.83	\$77,205.86	\$67,884.64	\$145,090.50

NUMBER OF INSPECTIONS

BUILDING	657	1061	87	105	192
EXTERIOR	75	86	1	1	2
HVAC	330	471	45	43	88
PLUMBING	299	401	47	61	108
OTHER	33	6	1	0	1
TOTAL # OF INSPECTIONS	1394	2027	181	210	391

RENTAL HOUSING INSPECTIONS

INSPECTIONS	122	119	7	26	33
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City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

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

MEMORANDUM

DATE: March 12, 2015

TO: The Honorable Mayor and Members of the City Council

FROM: Becky Malone, Deputy City Clerk

RE: Resolution in Support of Legislation Establishing an Early Voting Process for Voters in Minnesota

With the implementation of no-excuse absentee voting in 2014, we experienced an increase of 172 additional absentee ballots cast in 2014 compared to the 2010 mid-term election. We anticipate a greater increase in in-person absentee voting for the 2016 General Election.

The League of Minnesota Cities supports the establishment of a true early voting system and has encouraged cities to consider passing a resolution in support of legislation establishing an early voting process for voters in Minnesota.

The legislation would not change the process for mailing absentee ballots, but would establish a change in the process for those voting in person. Early voting would allow in-person voters to place their ballot directly into the ballot tabulator and allow a voter to fix any potential voter errors while still in the polling place. Early voting would also reduce the administrative costs involved with in-person absentee voting.

Attached is a letter from the League of Minnesota Cities in support of this legislation, and Resolution No. 14-2015 for your consideration.



CONNECTING & INNOVATING
SINCE 1913

February 18, 2015

To members of the Senate Subcommittee on Elections:

I am writing to express the League of Minnesota Cities' support for SF414 (Sieben), which establishes early voting in Minnesota. The League of Minnesota Cities is a 100 year old membership organization representing our more than 800 member cities at the Capitol. The League has long supported early voting and our board of directors has consistently made its establishment a legislative priority.

City elections administrators are on the front line of ensuring that Minnesotans have an accessible, efficient and secure voting experience. They are committed to carrying out state election law and rule with the utmost degree of integrity and security.

With the implementation of no-excuse absentee voting in 2014, cities experienced a significant increase in in-person absentee voting at city halls across the state in the 2014 mid-term election. Because this process was promoted as "early voting" by the media and political campaigns alike, many voters were surprised by the administrative paperwork of the in-person absentee voting process. Voters must apply for a ballot and do not place their ballot in a secure tabulator.

The absentee balloting process requires that the completed ballot be placed in a series of envelopes signed by the election official. The ballot is then placed in a secure box to be processed after the voter has left. Not only is this process inefficient for administrators but it prevents voters from putting their ballot into a tabulator as they do on Election Day. They know then their ballot has been accepted and does not have any errors. If there are voter errors, the tabulator rejects the ballot and the voter can submit a new ballot. With the current process, a voter has already left the building when the ballot is processed, increasing the likelihood they will not have the opportunity to correct any errors and subsequently ensure their ballot is counted.

This legislation would not alter the mail-in absentee process but would simply allow voters the opportunity to place their ballots into a secure tabulator. We anticipate an even greater increase in Minnesotans voting before Election Day in the 2016 general election. Because of this, now is the time to pass early voting to ensure systems are in place for the 2016 election.

Thank you again for your consideration of SF414.

Ann Lindstrom
Intergovernmental Relations Representative
League of Minnesota Cities

CITY OF WAYZATA

RESOLUTION NO. 14-2015

**A RESOLUTION IN SUPPORT OF LEGISLATION ESTABLISHING
AN EARLY VOTING PROCESS FOR VOTERS IN MINNESOTA**

WHEREAS, Minnesota law currently provides for no-excuse absentee voting by mail and in-person; and

WHEREAS, with in-person absentee voting, the voter must place their voted ballot in a series of envelopes that is processed at a later date by election officials; and

WHEREAS, early voting would allow a voter to place their voted ballot directly into the ballot tabulator, thereby reducing the risk of voter errors and reducing the administrative costs involved with in-person absentee voting; and

WHEREAS, a process will still be provided for voters to request and submit an absentee ballot by mail.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Wayzata hereby supports legislation establishing an early voting process for the voters in the State of Minnesota;

BE IT FURTHER RESOLVED that by establishing an early voting process, taxpayer dollars will be saved and a better service will be provided to Minnesota voters.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WAYZATA this 17th day of March, 2015.

Mayor Ken Willcox

ATTEST:

City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

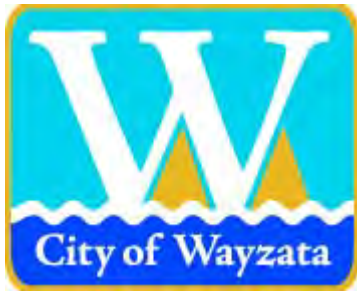
Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on March 17, 2015.

Deputy City Clerk Becky Malone

SEAL



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

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

MEMORANDUM

TO: Mayor Willcox and Councilmembers
FROM: Heidi Nelson, City Manager
DATE: March 12, 2015
RE: Update on Downtown Parking Improvement Project

Jim Lasher of LSA Design will be present for the March 17th City Council meeting to provide an update on the progress of the scope of work regarding downtown parking improvements. Attached to this memo is a copy of the presentation from LSA Design regarding their final report and recommendations for Council consideration. Staff will be seeking feedback from the Council on work completed to date.

In summary the Scope of Work included in the Downtown Parking Improvement Project includes the following:

1. Pilot Projects: Look at some quick improvements the City can do to help alleviate the current parking problem (parking signage, possibly move employee parking further away from some businesses, bring back the trolley and a valet parking plan. These would also stay in effect during any parking ramp construction activities.
2. Parking District and Parking Ordinance: Create the framework for a Parking District Downtown that also includes a review of the current Parking Ordinance and possibly new parking ratio's and a more formal Shared Parking Formula.
3. Carisch Ramp: Look at some improvements that could be done to the Carisch Ramp to help modernize. Also, start negotiations with the Carisch Family to possibly extend the current parking easement between the Carisch Family and the City.
4. Plan of Finance: Start working on a Plan of Finance for the necessary Parking Improvements associated with all six projects.

Once these first 4 projects are underway, the City Council directed staff to come back and report preliminary findings before starting work on the next two projects, which are:

5. Programming, Pre-Design and Plan of Finance for a New Parking Ramp: Locate and design options for a New Parking Ramp for Downtown Wayzata (including looking at new development opportunities and their impacts on current parking as well as demand for new parking)
6. Wayfinding: A Plan for New Parking and Pedestrian Signage for the Downtown Parking District



Memo

To: Heidi Nelson – City Manager
From: Stacie Kvilvang
Date: March 17, 2015
Subject: Financing of New Mill Street Parking Ramp

The City is considering constructing a new publicly owned parking ramp near Broadway Avenue South and Mill Street in the next couple years. The City had inquired as to:

1. The costs associated with construction; and
2. How the project could be financed;

In discussions with staff, we have assumed that the City would construct a 450 stall parking ramp. This number reflects the existing surface stalls and the need for an additional 300 stalls (this number is subject to change based upon the parking study and other factors).

The estimated cost is \$9.5 million ($450 \times \$21,111 = \$9.5M$). For purposes of the analysis, we have assumed that the City will have the following up-front funding sources for the project:

Cash on Hand	Sale of HRA Parcel	2015 TIF Admin From Wazyata Bay Center Redevelopment (5%)	2015 TIF Admin From Wazyata Bay Center Redevelopment (10%)	* TOTAL
\$ 1,500,000	\$ 1,300,000	\$ 50,000	\$ -	\$ 2,850,000
\$ 1,500,000	\$ 1,300,000	\$ -	\$ 100,000	\$ 2,900,000

Note: The difference in TOTAL cash on hand is the percentage of TIF administrative fee the City can retain (currently only 5% per the Development Agreement).

The cash on hand can come from a variety of sources including:

1. Existing TIF Funds (TIF 2 Card District and TIF 3 Widsten District)
2. Utility funds; or
3. Any other available City Funds

If no other up-front funding sources are found, the City can issue Tax Exempt, General Obligation Tax Abatement Bonds to finance the remaining portion of the parking ramp. For purposes of this memo, we have assumed the up-front cash shown on the previous page and completed four (4) scenarios which are differentiated by term (15 vs. 20) and percentage of TIF administrative revenue from the Wayzata Bay Center Redevelopment project (5% vs 10%).

Option	Project Costs	Cash on Hand	Sale of HRA Parcel	2015 TIF Admin From Wayzata Bay Center Redevelopment (5%)	2015 TIF Admin From Wayzata Bay Center Redevelopment (10%)	TOTAL	* Bond Amount
1 & 2	\$ 9,500,000	\$ 1,500,000	\$ 1,300,000	\$ 50,000	\$ -	\$ 2,850,000	\$ 6,860,000
3 & 4	\$ 9,500,000	\$ 1,500,000	\$ 1,300,000	\$ -	\$ 100,000	\$ 2,900,000	\$ 6,805,000

Note: Bond amount is higher than the difference between project costs and cash on hand due to cost of issuance for the bond.

Option	Project Costs	* Bond Amount	Bond Term	Annual P & I (at 105%)	2018 Annual TIF Admin From Wayzata Bay Center	Net Annual Funds Over/(Under)
1	\$ 9,500,000	\$ 6,860,000	15	\$ 590,000	\$ 129,038	\$ (460,962)
2	\$ 9,500,000	\$ 6,860,000	20	\$ 492,000	\$ 129,038	\$ (362,962)
3	\$ 9,500,000	\$ 6,805,000	15	\$ 583,000	\$ 252,955	\$ (330,045)
4	\$ 9,500,000	\$ 6,805,000	20	\$ 488,000	\$ 252,955	\$ (235,045)

The annual shortfall noted in the chart above would be funded by a combination of a tax levy and other sources of funds the City determines is appropriate. It should be noted that the more up front dollars received, the lower the annual shortfall is. Staff is continuing to work on determining other up-front available funds, including grants from various entities.

Please contact me at 651-697-8506 with any questions.



Wayzata City Council

Downtown Parking Project Update

March 17, 2015

AGENDA

- 1. Results of Chamber Survey**
- 2. Discuss Advancement of:**
 - **Parking Ordinance & District**
 - **Pilot Projects**
 - **Carisch Ramp**
 - **Preliminary Plan of Finance**
- 3. Updated Schedule**



Parking Survey Summary

CITY OF WAYZATA - DOWNTOWN PARKING STUDY				
Please check a box for the following ideas from 1=Most Important to 4=Least Important				
CUSTOMER PARKING	1	2	3	4
Free Customer Parking	14	2	1	1
Encourage turnover at prime customer spaces using meters	1	3	3	10
Encourage turnover at prime customer spaces using posted time limits	8	1	4	5
Valet Parking	2	5	4	6
Access control and paid parking on city lots	4	5	3	5
With 2 or 3 hour free parking	8	4	5	1
With validation for additional time at business expense	6	2	5	5
EMPLOYEE PARKING	1	2	3	4
Require employees to park in designated area	13	1	1	3
Require employees to have a parking permit	5	3	3	7
Dedicated motorcycle and bicycle parking in lots/ramps	2	5	4	7
Encourage car sharing, biking, walking, transit	4	3	8	3
PARKING WAYFINDING	1	2	3	4
Static public parking directional signage	14	3		1
Static pedestrian directional signing to businesses and public parking	9	5	3	1
Dynamic public parking directional signage	3	7	1	6
MILL STREET PARKING RAMP	1	2	3	4
How important is additional parking to you	13	3	1	1



Pilot Projects – Phase 1 Employee Parking

Move forward with Three Month Trial Period for Employee Parking Management

1. **Designated Employee Parking**
 - a. *Initiate with 2 or 3 business in the District*
 - b. *Incentivize with Gift Cards each month*
 - c. *Survey businesses on observed impacts*
 - d. *Measure results each month and compile report*
2. **Schedule: May thru July 2015**





Pilot Projects – Phase 1 Valet Parking

Move forward with Three Month Trial Period for Expanded Valet Parking Service

1. Designate Two Locations

- a. *Work with vendors and business to establish locations*
- b. *Work with land owners and business to select convenient remote parking locations*
- c. *Survey businesses on observed impacts*
- d. *Measure results each month and compile report*

2. Schedule: May thru July 2015





Pilot Projects – Phase 1

Optional – 2 Hour Parking

Optional Pilot Project to dedicate enforcement of 2 Hour Parking on Lake St and Broadway

1. **CSO Enforcement of 2 Hour Parking Limits**
 - a. *Initiate public information campaign to inform residents of pending enforcement activities*
 - b. *Review all signs and replace as necessary*
 - c. *Survey businesses on observed impacts*
 - d. *Measure results each month and compile report*
2. **Schedule: May thru July 2015**





Pilot Projects – Phase 2

Upon review of Phase 1 Pilot Project Results, consider:

- 1. Expanding and formalizing some or all of Phase 1 Pilot Projects**
 - a. Modify Parking District Ordinance as needed*
 - b. Create annual budget for selected Pilot Projects*
 - c. Continue to monitor results and report on an annual basis.*
- 2. Expand Trolley to access remote parking and connectivity for residence**
 - a. Define short term time period – 3 months*
 - b. Define route options, frequency and operating budget*
 - c. Formalize procurement process and vendor requirements*
 - d. Institute during peak-season and possibly during ramp construction*
 - e. Measure results each month and compile report*



Carisch Ramp – Phase 1

Negotiate Extension to current Parking Easement & Complete LED Lighting Improvements

1. Negotiate long term Agreement

- a. *This parking is a critical component of the new Parking District*
- b. *Resultant Agreement should be recorded similar to current Agreement.*
- c. *Upon successful negotiations, make LED Improvements*
- d. *Begin discussions on Future Improvements*

2. Schedule: Complete by June 2015

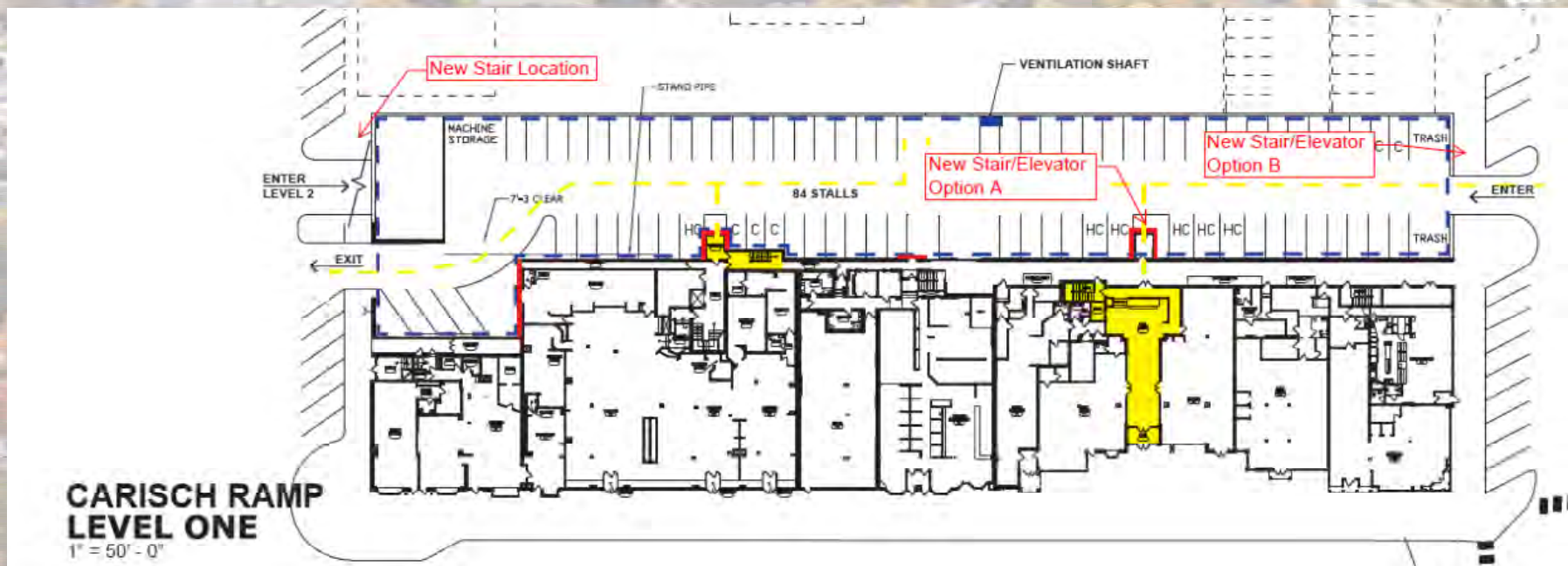




Carisch Ramp – Phase 2 Improvement Options

1. New Stair/Elevator Core - \$750,000 to \$950,000
2. Added Ventilation - \$6,000 to \$9,000
3. Painting Interior ceiling & Walls White - \$180,000 to \$200,000
4. Wayfinding & Parking Availability Signage - \$ 45,000 to \$65,000

Schedule: After completion of Parking Ramp – 2017 or later





Parking Ordinance & Parking/Mobility Management District

Initiate amendments to Section 20: Off-Street Parking and Loading of the City Code to reduce parking ratios and institute a Shared Parking Management System.

Draft Ordinance for PC and CC review and comment

Revised Parking Ratios

Office	3.7 stalls/1000 SF
Restaurant	15.2 stalls/1000 SF
Retail	3.9 stalls/1000 SF

Shared Parking Percentages

WEEKDAY			WEEKEND			LAND USE
Midnight-7:00 a.m.	7:00 am-6:00 pm	6:00 p.m.-Midnight	Midnight-7:00 a.m.	7:00 am-6:00 pm	6:00 p.m.-Midnight	
5%	100%	10%	0%	60%	5%	OFFICE
50%	70%	100%	45%	70%	100%	RESTAURANT
5%	70%	90%	0%	100%	60%	RETAIL

- Schedule: Formal Approval by June 2015



Parking Ordinance & Parking/Mobility Management District

Preliminary Approval of Phase 1 Parking District Boundary

Next steps:

- Finalize district limits with CC
 - Draft Special Service District (SSD) Ordinances for review by CC
 - Create Budget for new SSD including costs for various O & M activities
 - Create Shared Parking Model
 - Meet with land owners within the SSD and review parking allocations
 - Create a Payment in Lieu of Parking process
-
- Schedule: Formal Approval by June 2015





Projects #5 Wayfinding and # 6 Parking Structure

Initiate Project #5 and #6 for Wayfinding Signage and a new Parking Structure in Downtown Wayzata

Site selection and pre-design

- o Add 300 additional parking stalls within Phase 1 Parking District to support current peak period parking needs as well as future development pressures
- o Create active real-time signage system to help manage and direct efficient use of parking
- o Develop Construction Stage Parking Plans to address parking shortage during construction activities

Schedule: Pre-Design Complete
by June 15, 2015

Example of Pre-Design Images for SW Village Parking ramp





Plan of Finance General Concepts

Recommendation:

- Utilize existing cash and sale proceeds from HRA parcel on corner of Lake and Superior to “buy down” cost of the ramp
 - Existing cash estimated to be approximately \$1.435 million
 - Land sale proceeds expected to be approximately \$1.3 million
- Work to secure grant sources as appropriate
 - Hennepin County
 - Met Council
- Issue tax exempt tax abatement bonds to finance “gap”
 - Source of repayment is:
 - TIF admin from Wayzata Bay Redevelopment TIF District (#5)
 - Possible TIF from Widsten TIF District (#3)
 - Would require special legislation in 2015
 - To use cash balance and future TIF through term (2022)
 - Would require public hearing to modify the TIF district
 - To extend district to statutory term (2 years)
 - Incorporate special legislation and other changes as appropriate
 - Annual tax levy





Plan of Finance Parking District/Special Service District

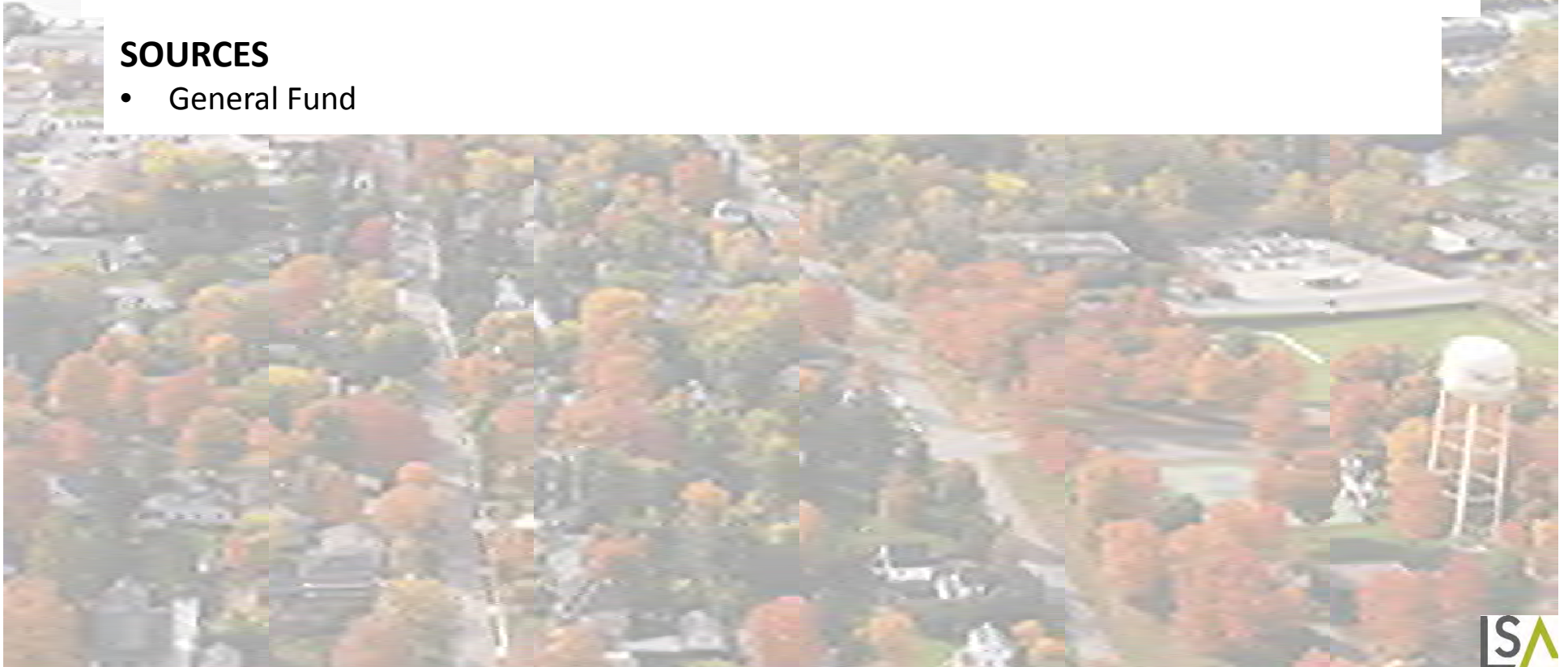
USES

Parking District/Special Service District/Ordinance's

- Draft Ordinance, Shared Parking Plan and Initiate with Businesses \$25,000

SOURCES

- General Fund





Plan of Finance Parking Ramp

USES

Parking Ramp Project

• 450 Car Parking Structure (includes 150 existing)	\$7,125,000
• 25% Soft Costs/Administration/Contingency	\$2,375,000
• Bond Cost of issuance	<u>\$145,000</u>
Total	\$9,645,000

SOURCES

• Existing Cash	\$2,850,000
• Bonds	<u>\$6,860,000</u>
Total	\$9,645,000

Cash on Hand	Sale of HRA Parcel	2015 TIF Admin From Wazyata Bay Center Redevelopment (5%)	2015 TIF Admin From Wazyata Bay Center Redevelopment (10%)	TOTAL	* Bond Amount
\$ 1,500,000	\$ 1,300,000	\$ 50,000	\$ -	\$ 2,850,000	\$ 6,860,000
\$ 1,500,000	\$ 1,300,000	\$ -	\$ 100,000	\$ 2,900,000	\$ 6,805,000



Plan of Finance Pilot Projects

USES

Pilot Projects – Phase 1 Three Month Trials (May thru July)

- | | |
|-------------------------------|----------|
| • Employee Parking Management | \$10,000 |
| • Valet Parking | \$10,000 |
| • 2 Hour Parking (Optional) | \$10,000 |

SOURCES

- Liquor Operations
- Private Business
- General Fund



Plan of Finance

Carisch Ramp – Phase 1

USES

Parking Ramp Improvements

• LED Lighting	\$ 60,000
• 25% Soft Costs/Administration/Contingency	\$ <u>15,000</u>
Total	\$ 75,000

SOURCES

- General CIP

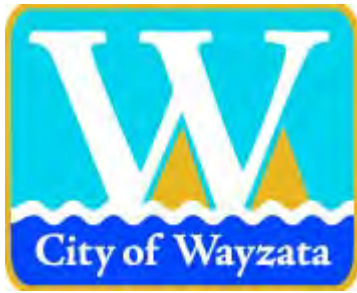




Schedule

No.	EVENT	DATE COMPLETE	GROUP INVOLVEMENT
1	CC Update & Direction	March 2015	CC
2	PC Update on Ord.	April 2015	PC
3	Pilot Project/Ord. Update	April 2015	CC
4	Open House (Pilots and Ramp)	week of April 27, 2015	Public, Chamber of Comm.
5	Start Pilot Projects	May 2015	All
6	Review/Approval of Pre-Design for Ramp	May 2015	CC Work Session
7	CC Approve Ramp Procurement	May 2015	CC
8	Ramp Site Plan Submittal	July 2015	
9	CC Ordinance Adoption	July 2015	CC
10	CC Review Pilot Projects	July 2015	CC
11	Site Plan Approval/Final Design	September 2015	CC
12	Open House (Pilots and Ramp)	October 2015	Public, Chamber of Comm.
13	Start Construction	December 2015	Parking Closed
14	1st Level of Ramp Open	June/July 2016	Partial Public Use
15	Substantial Completion of Ramp	August 2016	Full Public Use





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

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

MEMORANDUM

TO: Mayor Willcox and Councilmembers
FROM: Heidi Nelson, City Manager and Bryan Gadow, Director of Planning and Building
DATE: March 10, 2015
RE: Lake Effect Moving Forward

On December 2, 2014, the City Council adopted a set of next step recommendations and an Implementation Strategy for the Lake Effect project through the assistance of Ms. Mary deLaittre of Groundworks LLC consulting. On January 20th, the Council discussed next steps as part of their workshop meeting and provided guidance on how they wish staff to proceed in implementing the recommendations included in Ms. deLaittre's report. In particular, staff discussed and guidance was provided on whether the Council wanted to continue its work with Ms. deLaittre in a consulting role or if other consulting options should be explored for project implementation.

Council directed staff to proceed with defining a scope of work with Ms. deLaittre for moving forward with the Lake Effect. The City Council reviewed a draft of an extended services agreement on February 17th and directed staff to work with Ms. deLaittre to provide additional detail on the jury and initiative board selection process for the scope of work for the next phase of implementation.

The revised scope of work is attached as an extended services agreement for Council consideration. Ms. deLaittre will be available to address any Council questions on March 17th.

4 March 2015

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

Ref: Extended Service Agreement Phase 2 Lake Effect

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

Strategic Implementation Services

Project Scope

Time frame: March 2015 – March 2016

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

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

Deliverables

Phase 1 (March – July 2015):

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

Phase 2 (July – January 2016):

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

Phase 3 (January – March 2016):

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

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

Fee:

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

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

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

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

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

OR For greater flexibility monthly retainer \$6000

Supplemental Communications Services

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

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

Fee:

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

Supplemental Graphic Design Services:

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

Fee:

Contract not-to-exceed amount \$5000

Misc. Expenses:

Design team interview stipend, designer selection process expenses, community engagement related expenses, printing, and other expenses to be determined and reviewed by client

not to exceed \$8000

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

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

Heidi Nelson
City Manager
City of Wayzata

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

Jury and Initiative Board Selection Processes and City Council Roles

Jury Selection:

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

The process includes:

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

Initiative Board Selection:

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

The Process includes:

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

Lake Effect Development Organization Board Selection:

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

The Lake Effect Implementation Strategy Plan and Timeline

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



Planning Report

Wayzata City Council
March 17, 2015

Project Name: Bailey Woods
File No.: PR 2014-16
Applicant/Owner: Fritz Gullickson
Address of Request: 637 Harmony Circle
Property Identification: 31-118-22-44-0036 (the "Property")
Prepared By: Bryan Gadow, City Planner
City Council Review: March 17, 2015
"120 Day" Decision Deadline: April 8, 2015

PROJECT SUMMARY AND STATUS

At the last City Council meeting on March 3, 2015, the Council considered the above-referenced application for subdivision approval (and combined preliminary and final plat) (the "Application"), and the Report and Recommendation of the Planning Commission on the Application. At the meeting, the Council discussed and considered several alternative actions but ultimately adopted a motion to continue consideration of the Application to a future Council meeting.

To clarify the status of the Application and possible actions steps, Council may refer to the following summary:

- Council must act on the Application prior to the deadline listed above or the Application will be deemed automatically approved under Minn. Stat. Sec. 462.568 (unless the Applicant grants an extension to the City).
- The Application before Council is for approval of a subdivision of the Property from one (1) residential lot into two (2) residential lots, and approval of a combined preliminary and final plat of the two new lots.
- The Application originally included one set of house plan designs that are attached as Attachment A to this Report ("Original Plans").
- The Planning Commission found that the house plan designs originally submitted with the Application were not similar to the architectural appearance, scale, mass, proportion and

scale of roof lines and functional plans of existing development in the surrounding neighborhood, as required under Sec. 805.14.e.8 of the Subdivision Ordinance. Consequently, and at the request of the Planning Commission, the Applicant submitted an alternative set of house design plans as an amendment to the Application. These plans are attached as Attachment B to this Report ("Alternative Plans"). The Planning Commission found that these alternate plans meet the criteria of Sec. 805.14.e.8.

- The Planning Commission recommended approval of the Application with multiple conditions (Attachment D), including that (1) the Applicant be required to build the houses reflected in the Alternative Plans in Attachment B; (2) that the building and construction plans be revised so as to (i) preserve the significant bur oak tree on the Property and (ii) incorporate different setbacks and heights of the buildings to better reflect the surrounding neighborhood.
- The day prior to the March 3rd Council Meeting, the Applicant submitted a third house plan design that is attached to this Report as Attachment C ("New Plans"). The Planning Commission has not formally reviewed these plans.
- The Preliminary and Final Plats that are part of the Application presently would allow for the building of the homes that are reflected in Attachments A and C but would not allow for preserving the bur oak tree on the Property or complying with the Planning Commission Recommendation on setbacks. Complying with these possible conditions would require a revised preliminary and final plat from the Applicant.

POSSIBLE ACTION STEPS:

1. Approving Application with Original Plans (Attachment A).
2. Approving Application with Alternative Plans (Attachment B).
3. Approving Application with New Plans (Attachment C).
4. Approving Application with any of the plans, and requiring that bur oak tree be preserved and/or the Planning Commission recommendations on setbacks and height be followed. Note this would require a condition that the Applicant submit revised preliminary/final plats that would comply with this condition.
5. Denial.

Because of the complexity of any possible action steps, Staff would recommend that Council direct staff to prepare the appropriate written resolution reflective of Council's direction for consideration at the next Council meeting on April 7, 2015.

Attachments:

- **Attachment A: Applicant's Original Plans and Preliminary/Final Plat**
- **Attachment B: Alternative Plans (per Planning Commission recommendation)**
- **Attachment C: Applicant's New Plans – March 2, 2015**
- **Attachment D: Planning Commission Report and Recommendation – March 2, 2015**

Attachment A: Original Project Submittals



Front Elevation 1/8" = 1'-0"

Attachment A: Original Project Submittals

9

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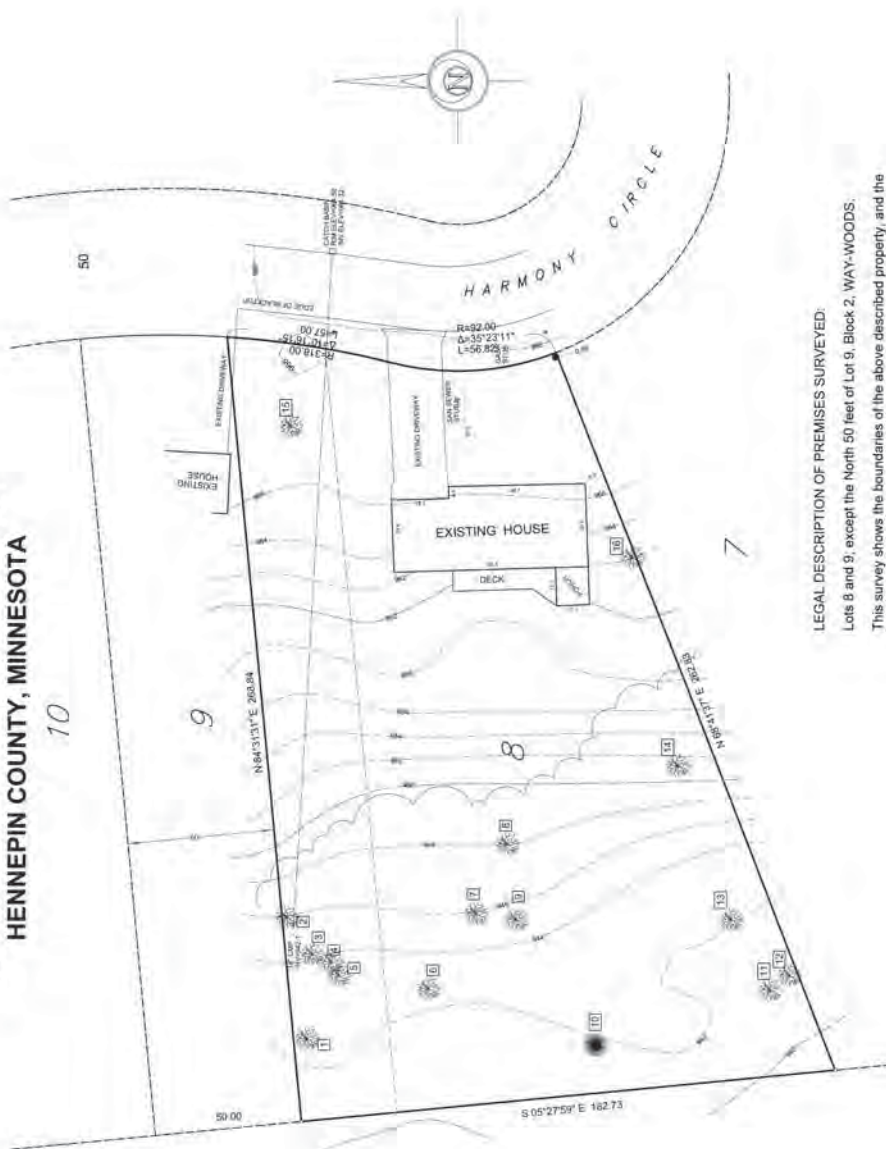
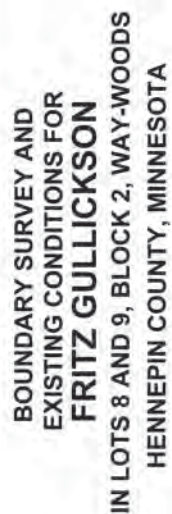
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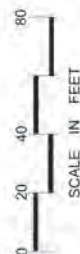
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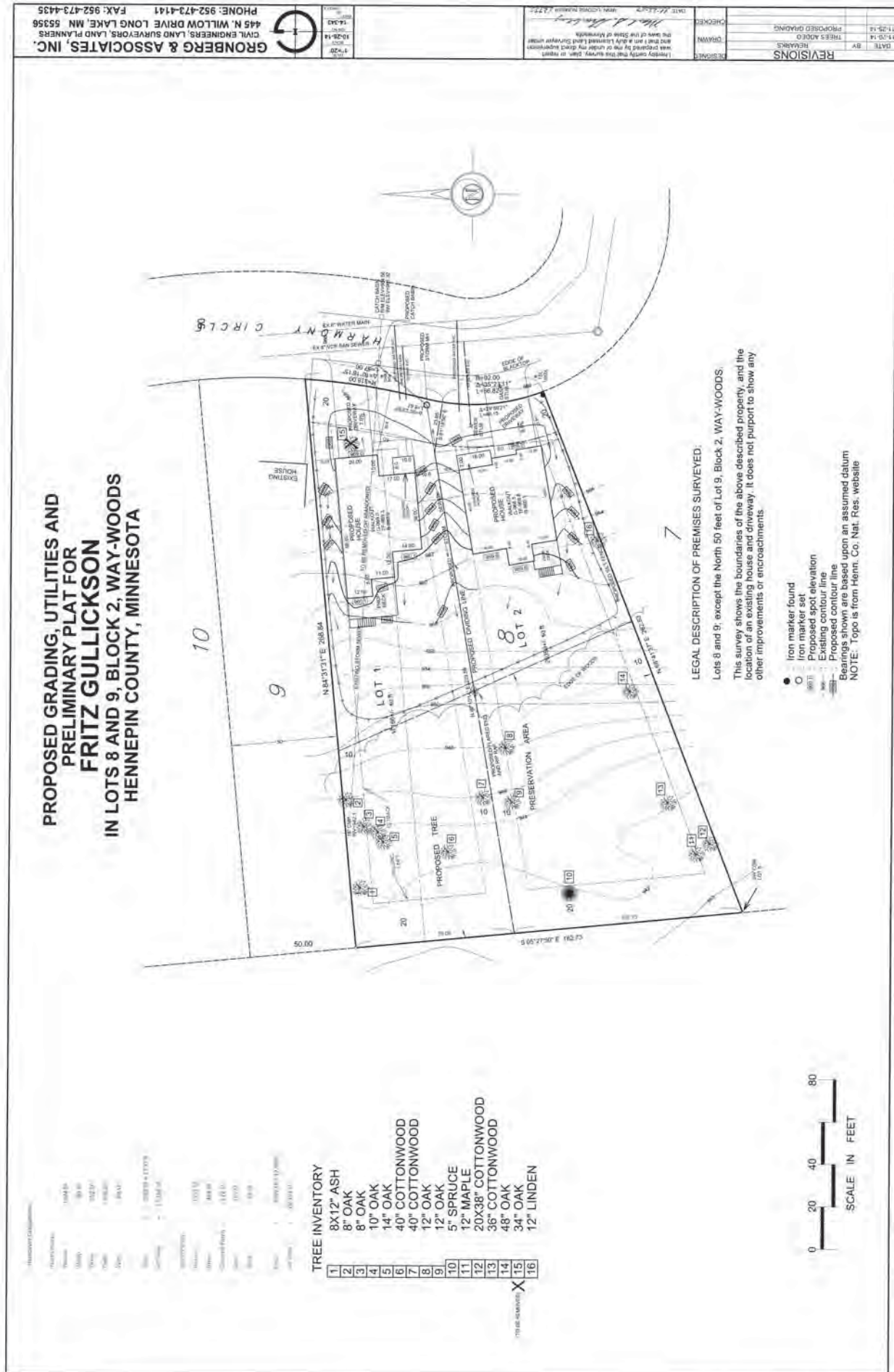
Lots 8 and 9; except the North 50 feet of Lot 9, Block 2, WAY-WOODS,

This survey shows the boundaries of the above described property, and the location of an existing house and driveway. It does not purport to show any other improvements or encroachments.

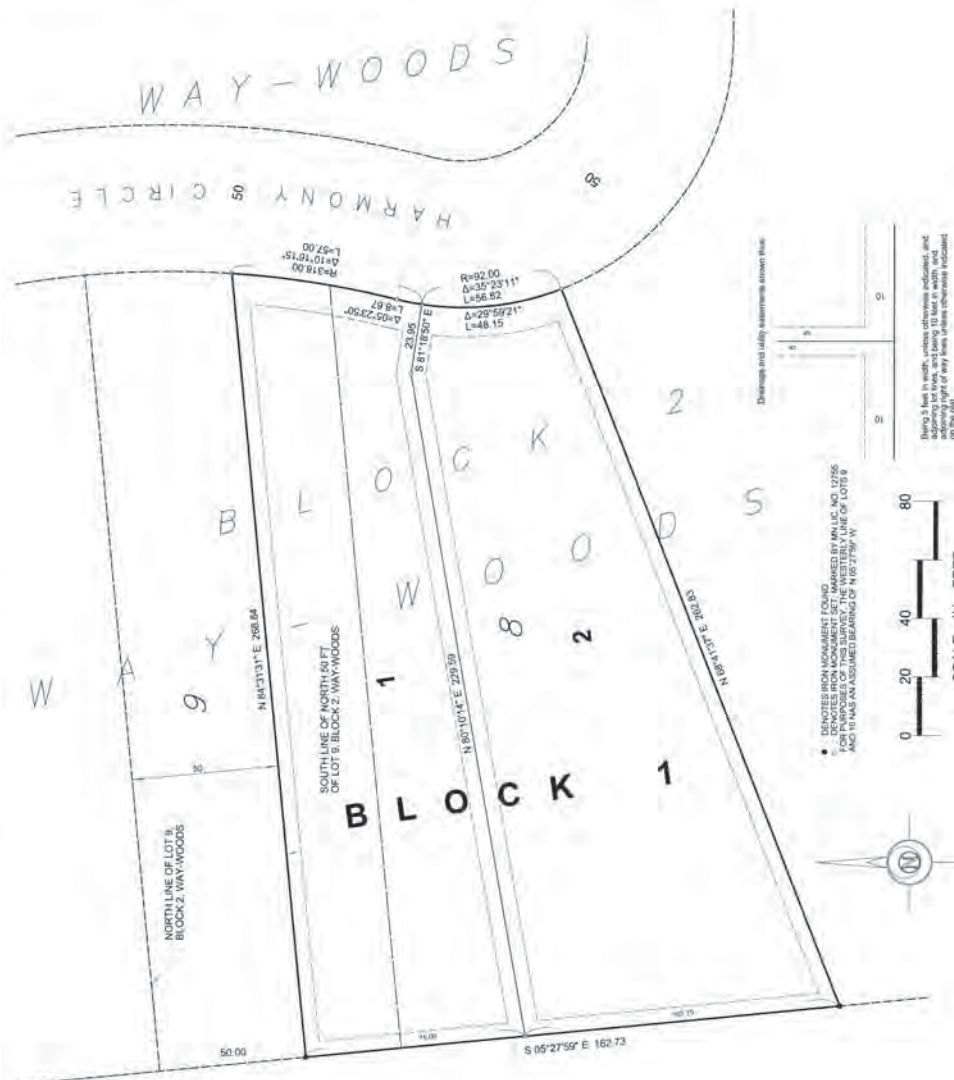
- Iron marker found
 - Iron marker set
 - Existing contour from Henn. Co. maps
- Bearings shown are based upon an assumed datum

TREE INVENTORY	
1	8X12" ASH
2	8" OAK
3	8" OAK
4	10" OAK
5	14" OAK
6	40" COTTONWOOD
7	40" COTTONWOOD
8	12" OAK
9	12" OAK
10	5" SPRUCE
11	12" MAPLE
12	20X38" COTTONWOOD
13	36" COTTONWOOD
14	48" OAK
15	34" OAK
16	12" LINDEN





BAILEY WOODS



GRONBERG & ASSOCIATES, INC. ENGINEERS, LAND SURVEYORS, PLANNERS

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1235 SQ. FT. FINISH FLOOR
1462 SQ. FT. SECOND FLOOR
2697 SQ. FT. TOTAL 1st & 2nd FLOOR
884 SQ. FT. FINISHED BASEMENT
3581 SQ. FT. TOTAL FINISHED AREAS

637 HARMONY CIRCLE
WAYZATA, MN

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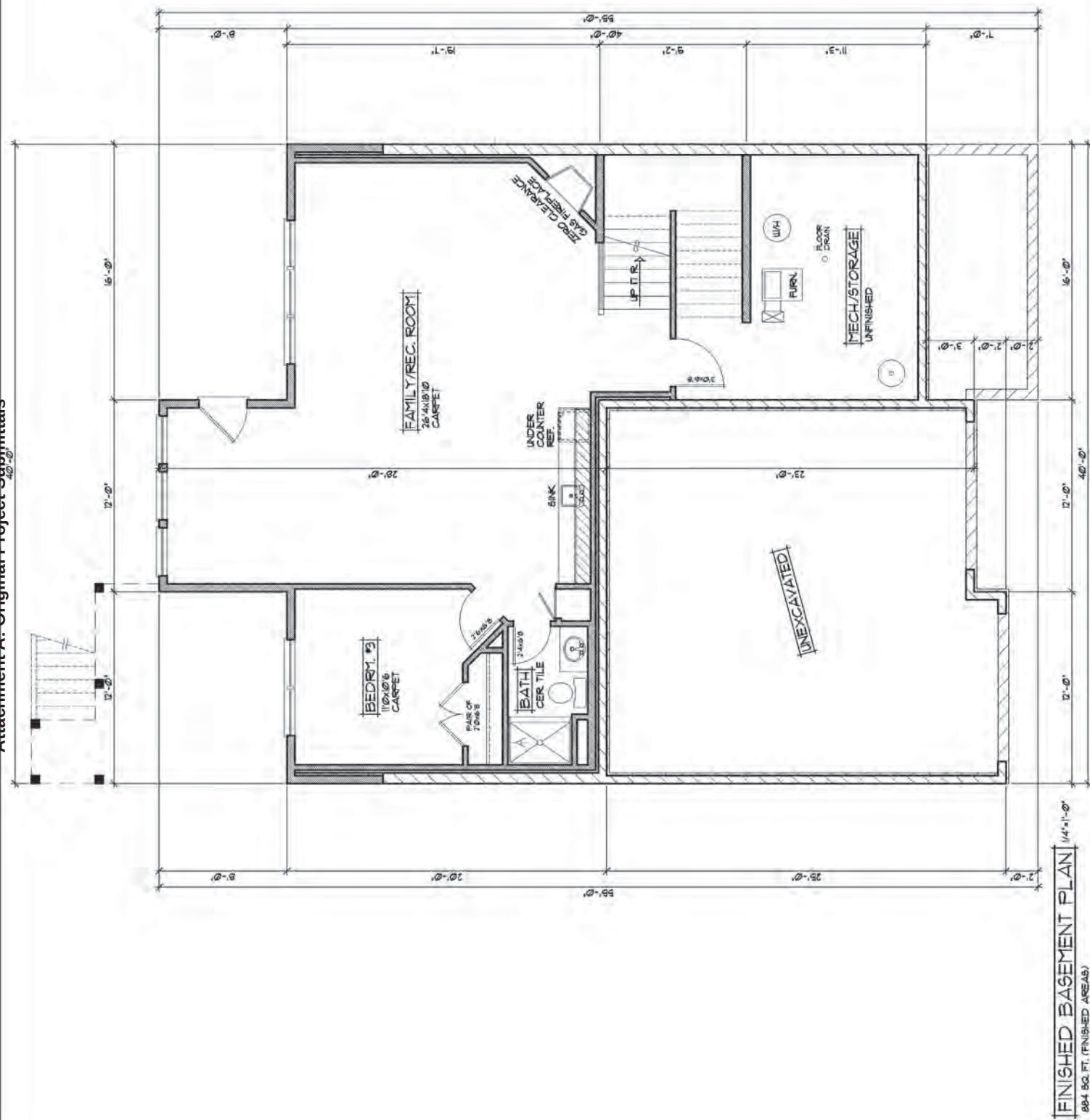
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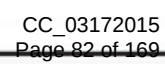
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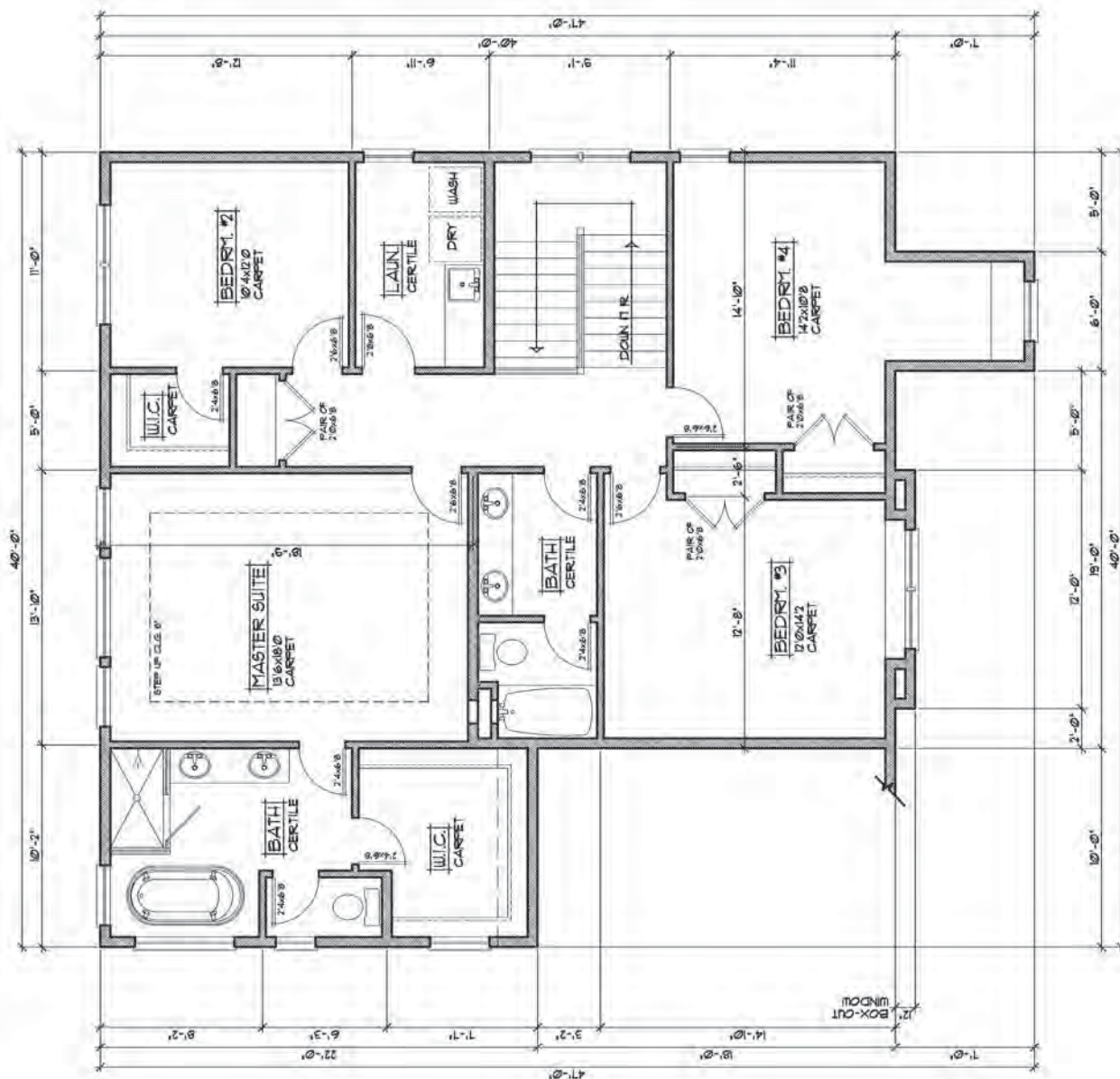
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ATLAS HOMES

BRIEF REPORTS

SHEET  OF X



SECOND FLOOR PLAN 1/4" = 1'-0"



FRONT ELEVATION 1/4" = 1' - 0"

1341 SQ. FT. FIRST FLOOR
1650 SQ. FT. SECOND FLOOR
2991 SQ. FT. TOTAL 1st & 2nd FLOOR
XXXX SQ. FT. FINISHED BASEMENT
XXXX SQ. FT. TOTAL FINISHED AREAS

XXX HARMONY CIRCLE
WAYZATA, MN

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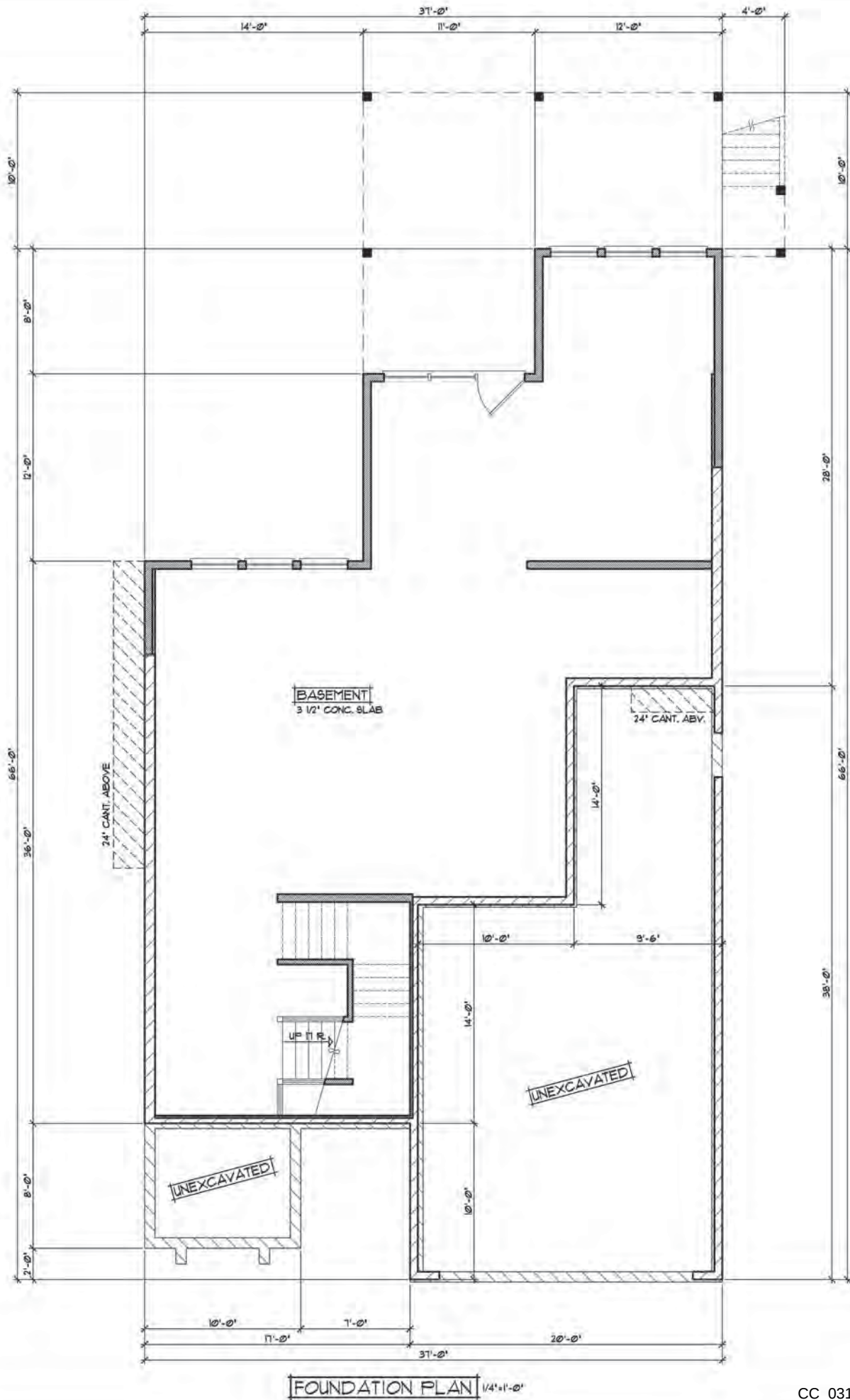
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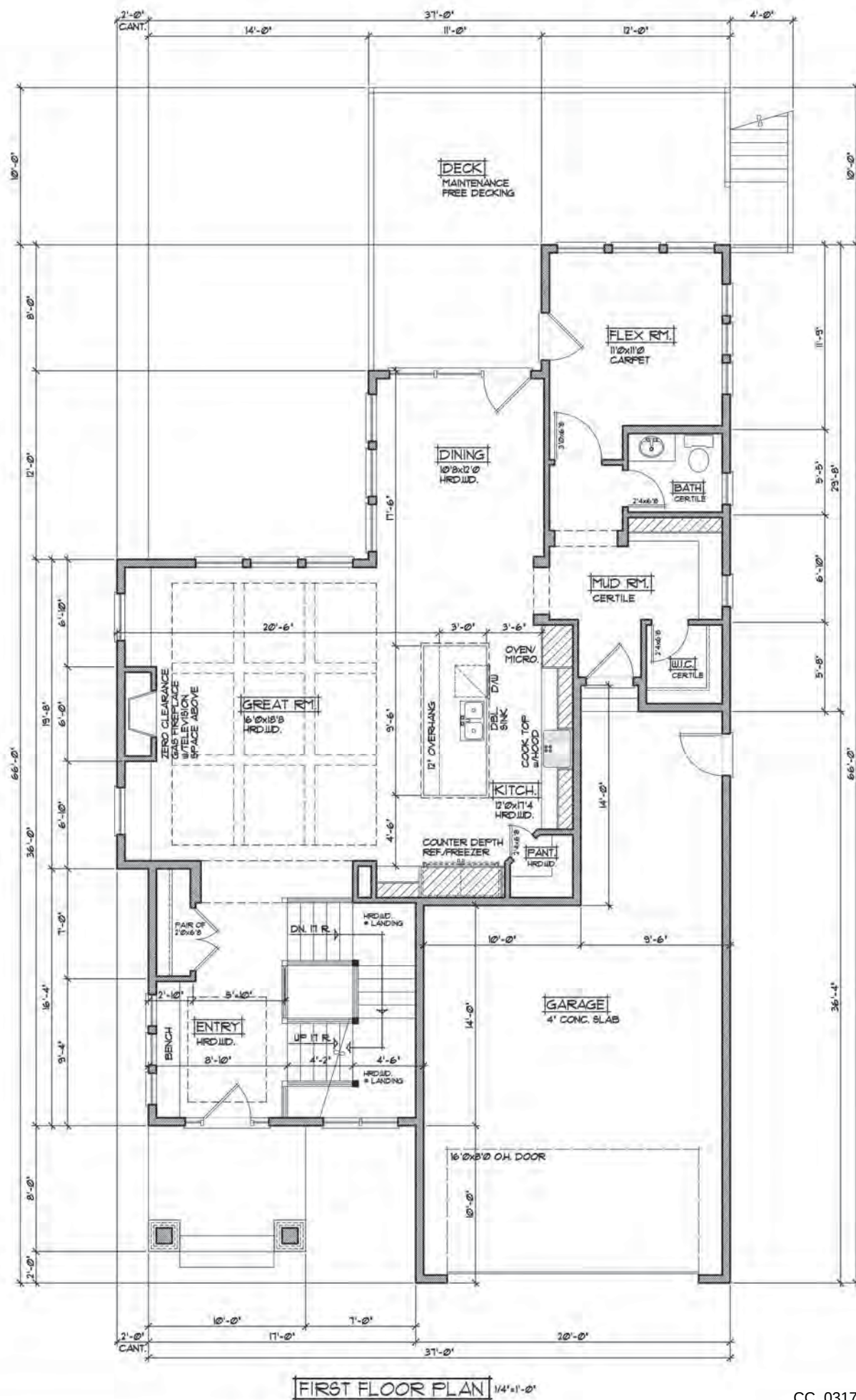
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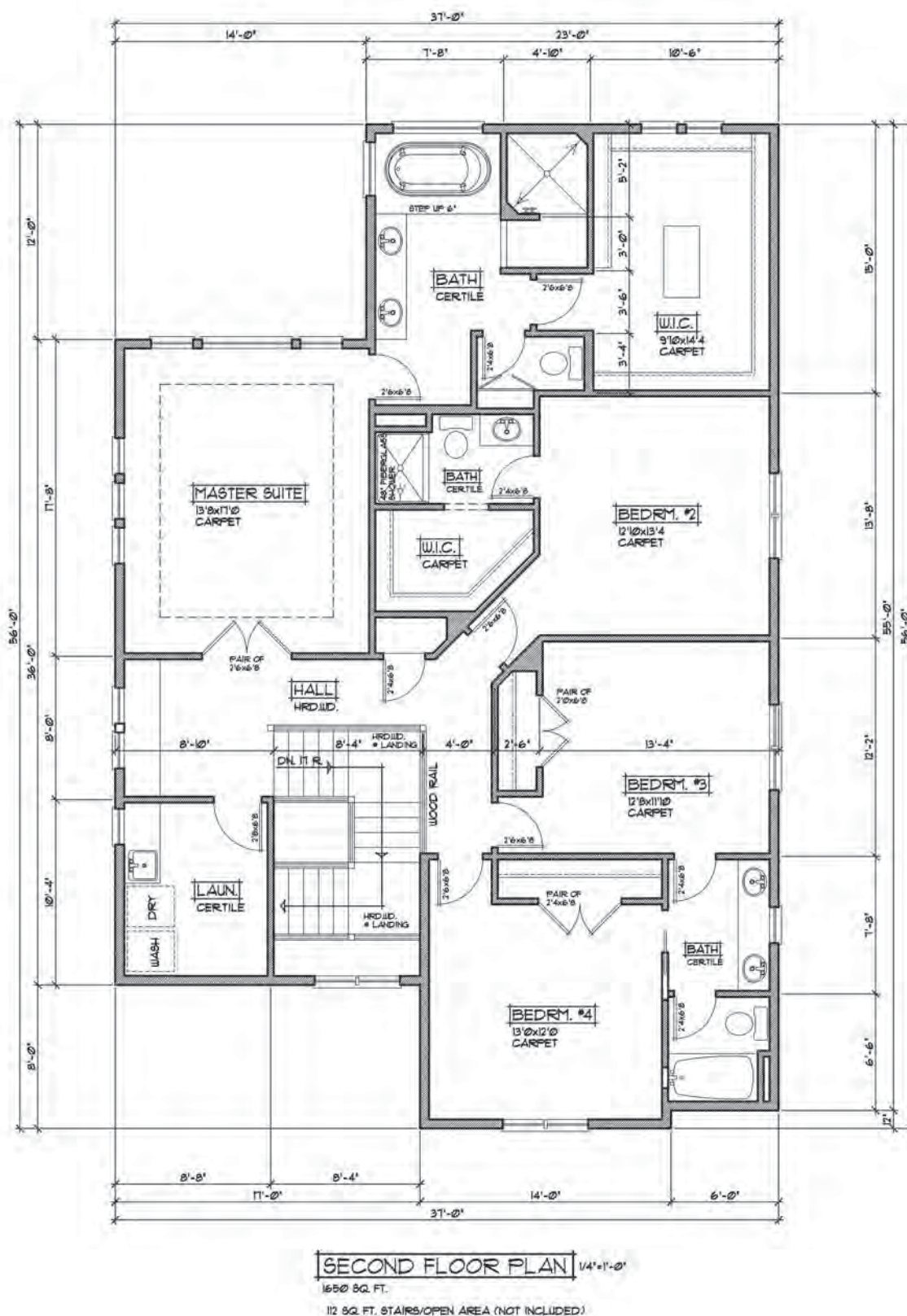
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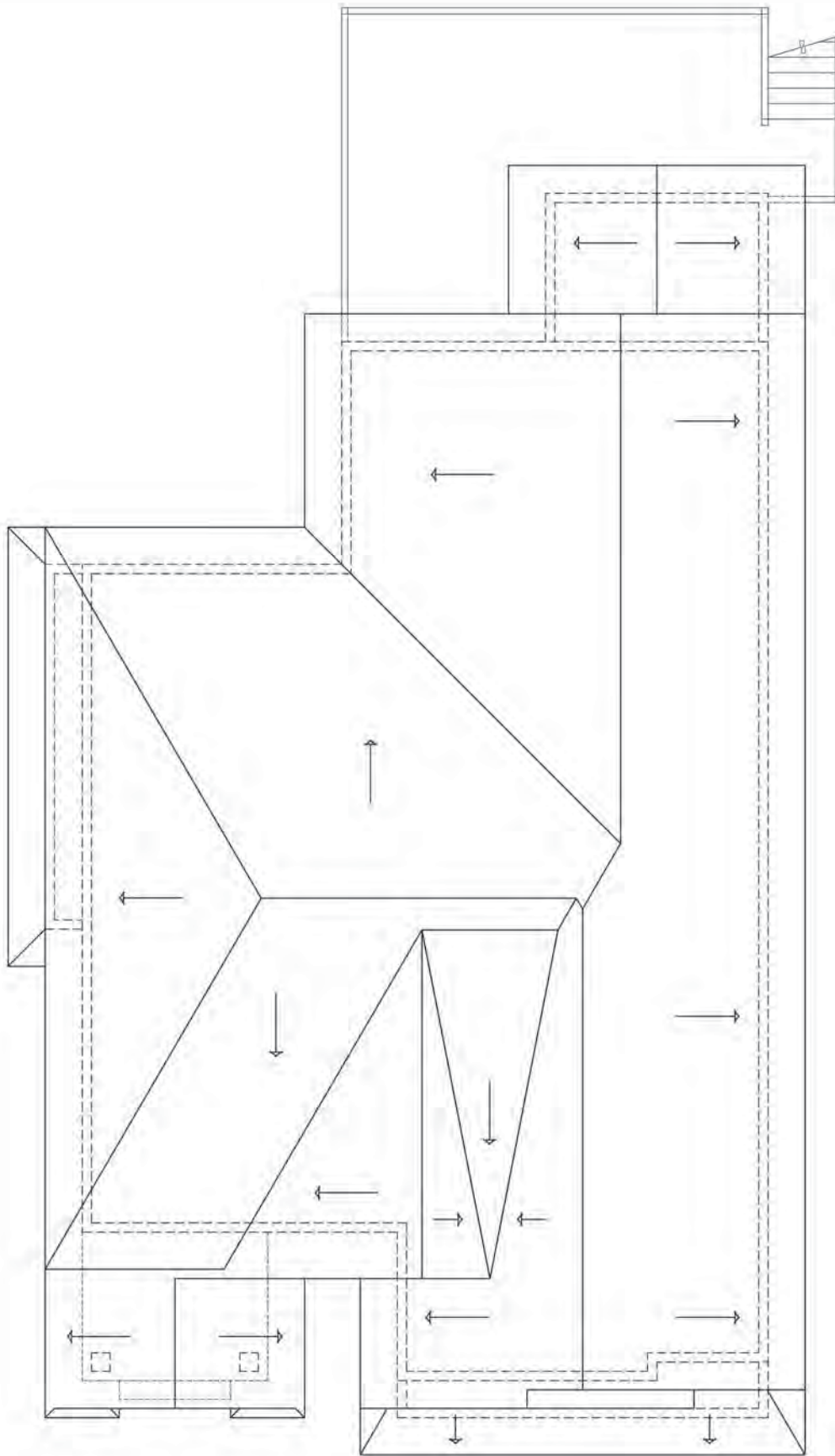
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BIRDS EYE ROOF PLAN 1/4"=1'-0"

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BY: X.A.

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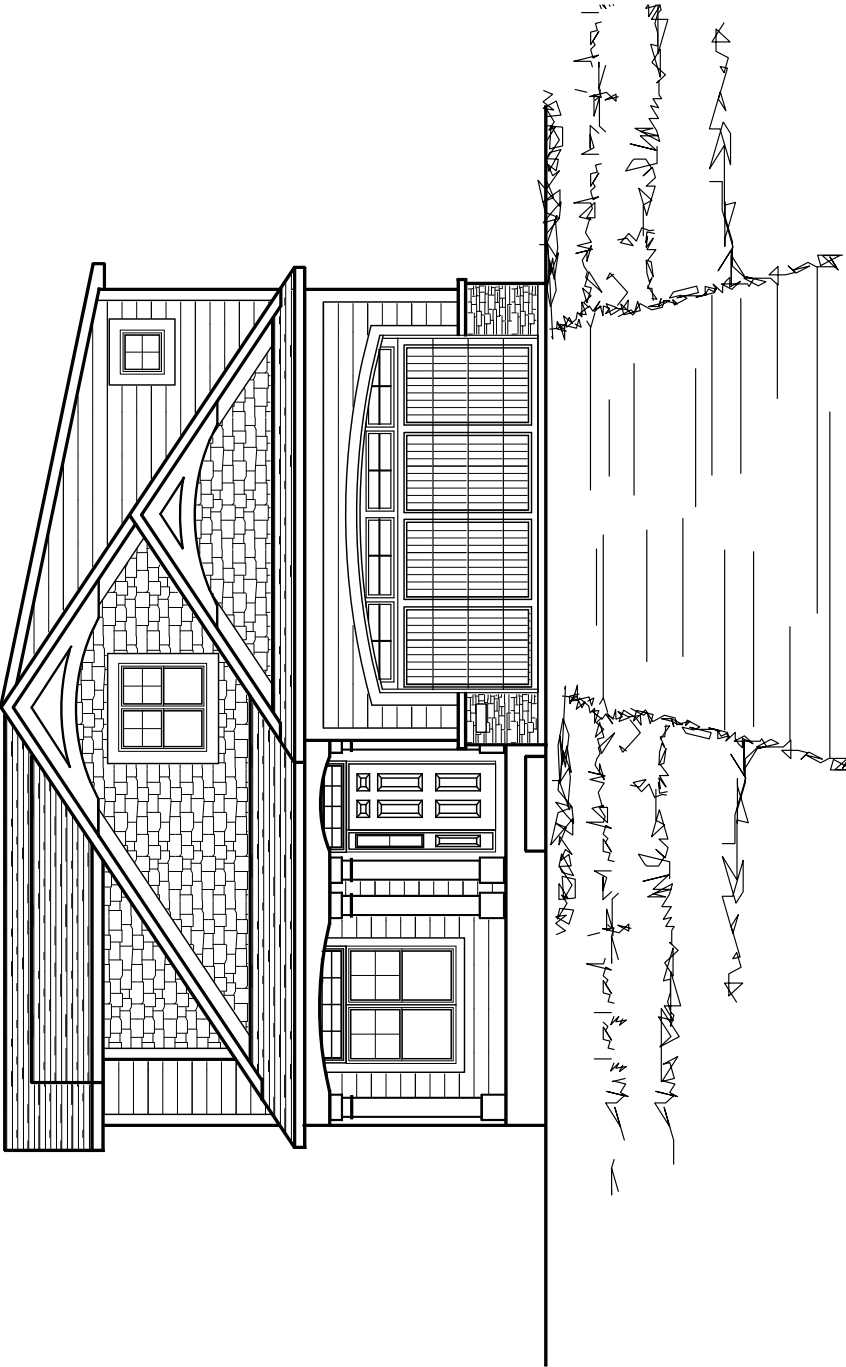
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DATE: 11/11/2015

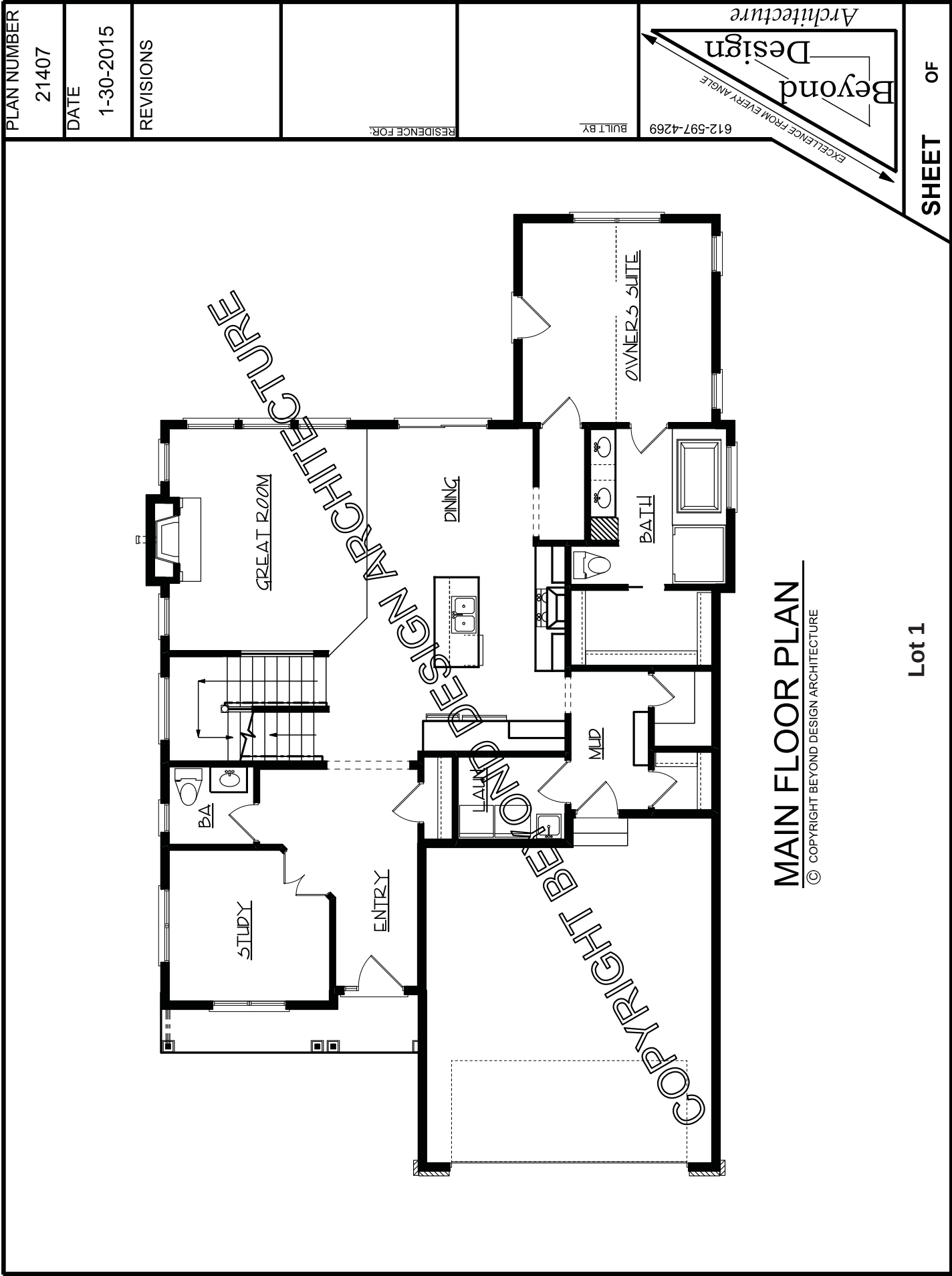
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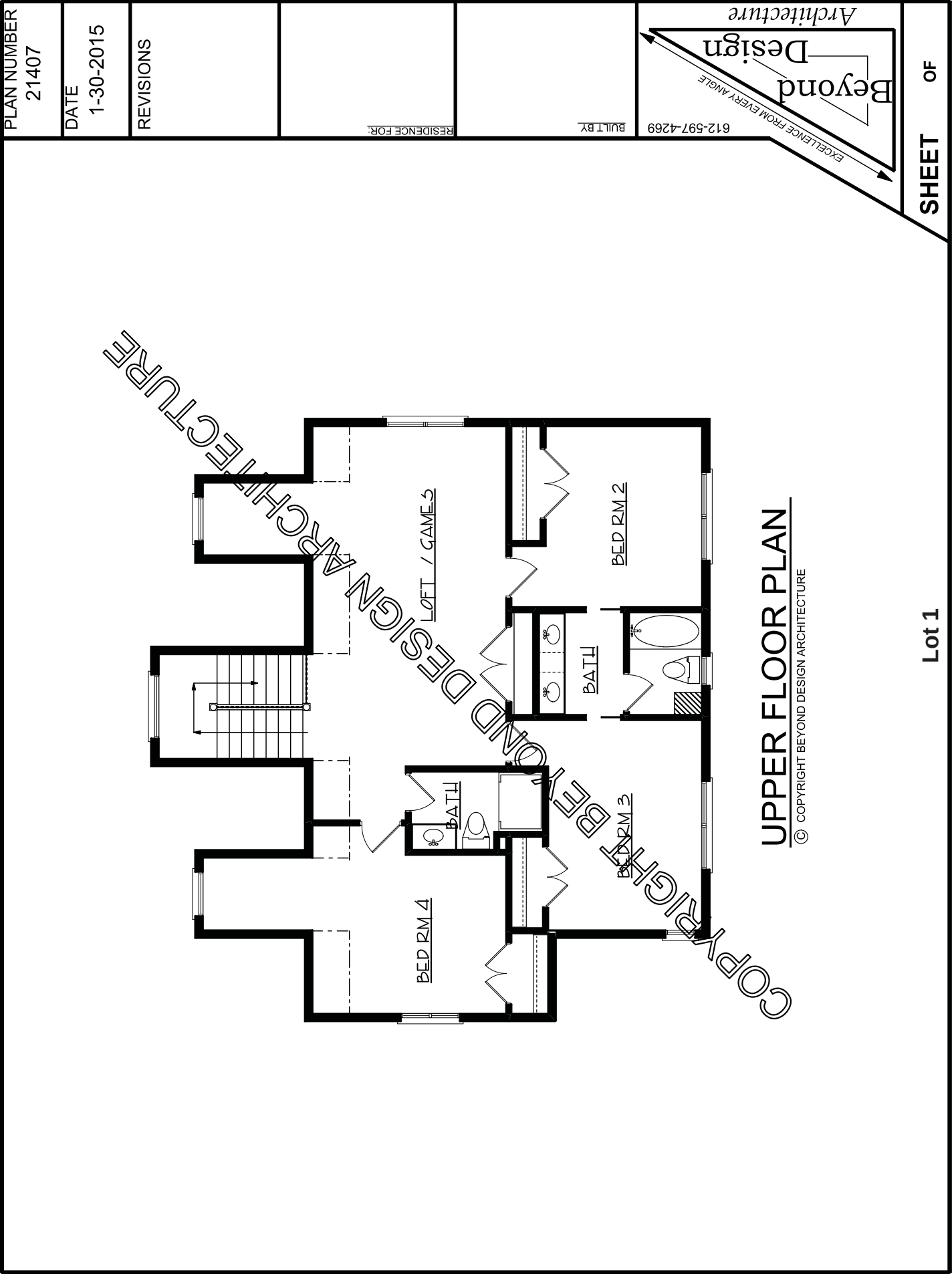
PLAN NUMBER 21407	DATE 1-30-2015	REVISIONS	RESIDENCE FOR:	BUILT BY:	612-597-4269	EXCELLENCE FROM EVERY ANGLE Beyond Design Architecture	SHEET OF



FRONT ELEVATION
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Lot 1





PLAN NUMBER

21408

DATE

1-30-2015

REVISIONS

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Beyond
Design
Architecture

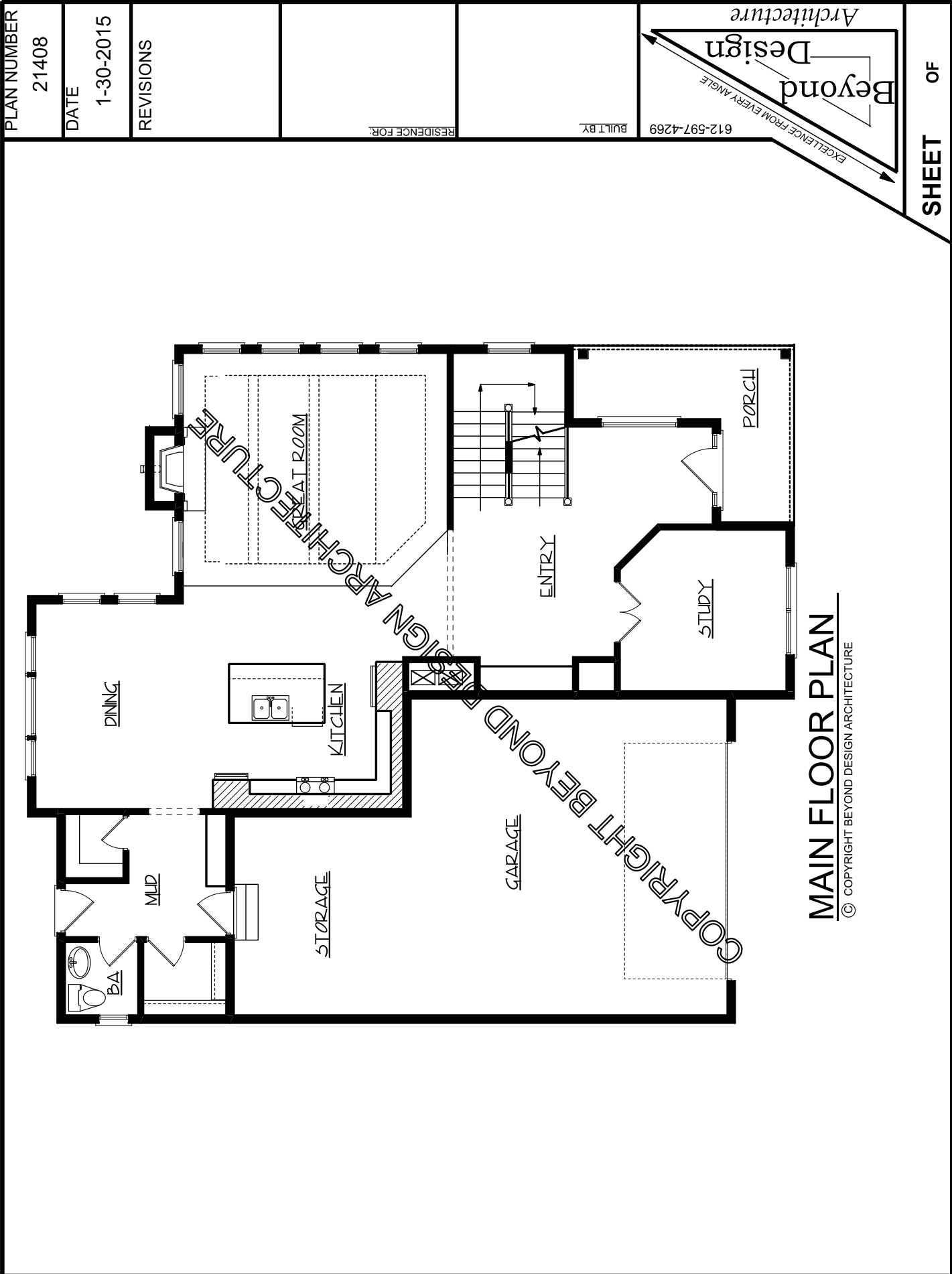
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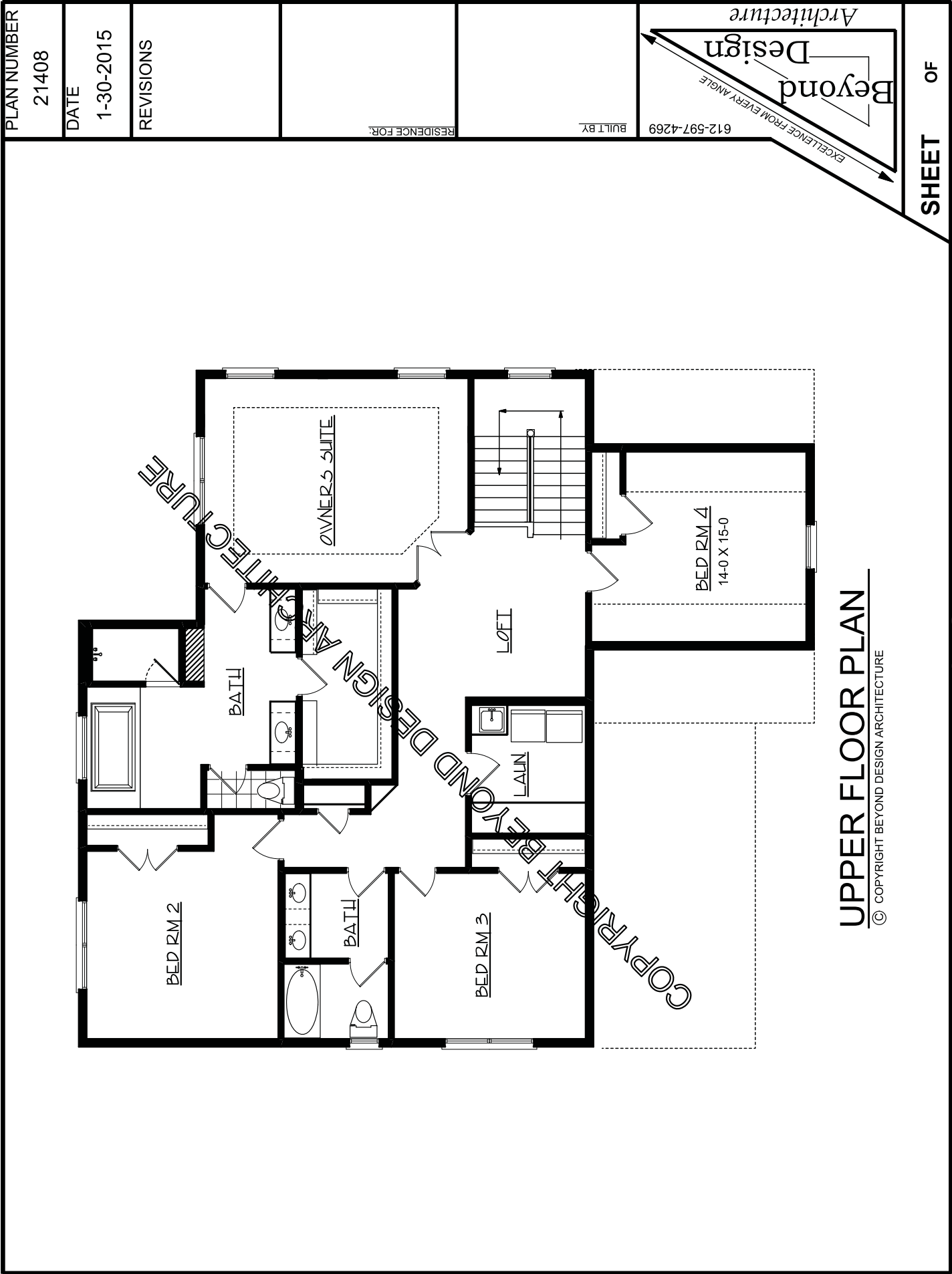
FRONT ELEVATION 1/4"= 1'-0"

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MAIN FLOOR PLAN
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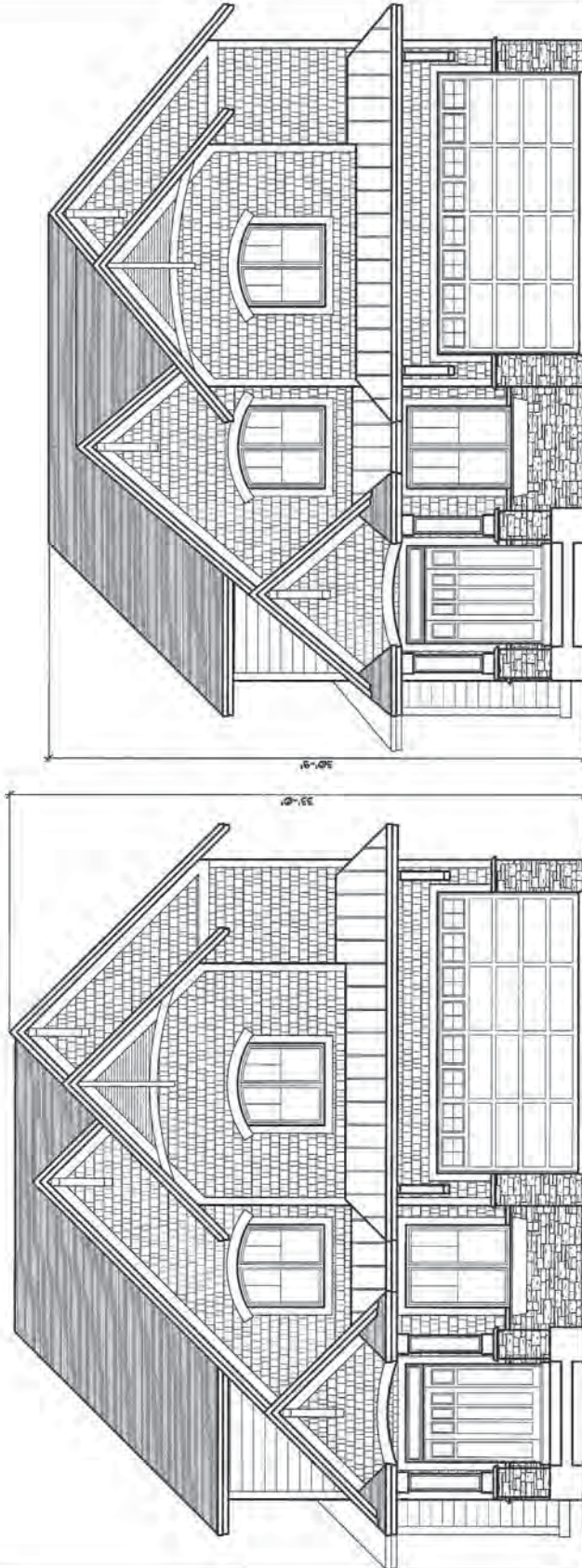
Lot 2



Attachment B: Alternative House Designs



Lot 2



FRONT ELEVATION 1/4"=1'-0"

1841 SQ. FT. FIRST FLOOR
1841 SQ. FT. SECOND FLOOR
3682 SQ. FT. TOTAL IN 1 1/2" FLOOR
XXXX SQ. FT. FINISHED BASEMENT
XXXXX SQ. FT. TOTAL FINISHED AREAS

XXX HARMONY CIRCLE
WAYZATA, MN

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REVISIONS

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ATLASHOMES

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DATE	2/2/2015	SCALE	AS NOTED
PLAN #	PRE-N186		
SHEET	X	OF	X



WAYZATA PLANNING COMMISSION

March 2, 2015

REPORT AND RECOMMENDATION OF APPROVAL OF CONCURRENT PRELIMINARY AND FINAL PLAT AT 637 HARMONY CIRCLE

SUMMARY OF RECOMMENDATION

Approval* of Concurrent Preliminary and Final Plat for Two (2) Lot Subdivision

** subject to certain conditions noted in Section 4 of this Report*

REPORT AND RECOMMENDATION

Section 1. BACKGROUND

1.1 Project. Mr. Fritz Gullickson (the "Applicant") has submitted a Development Application (the "Application") requesting concurrent preliminary and final plat subdivision approval (the "Subdivision" or the "Preliminary/Final Plat") to divide 37,565 SF parcel into two (2) new lots at 637 Harmony Circle (the "Property"). The previous residence on the Property was removed by the Applicant and the Property is currently vacant.

1.2 Application Requests. As specified further in the Application, the Applicant is requesting approval of the following:

A. Concurrent Preliminary and Final Plat for two (2) Lot Subdivision of the Property (the "Proposed Subdivision")

1.3 Property. The property identification numbers and owners of the parcels comprising the property (the "Property") are:

637 Harmony Circle	31-118-22-44-0036	Fritz Jon Gullickson
--------------------	-------------------	----------------------

1.4 Land Use. Uses in the general vicinity are entirely single family residential, with the area zoned for R-3 Single and Two Family Residential (9,000 SF minimum lot sizes).

- 1.5 Notice and Public Hearing. Notice of a public hearing on the Application was published in the *Lakeshore Weekly* on January 13, 2015. A copy of the notice was mailed to all property owners located with 350 feet of the Property on January 15, 2015. The required public hearing was held at the January 26, 2015 Planning Commission meeting. Additional public comment was received at the February 23, 2015 Planning Commission meeting.

Section 2. STANDARDS

- 2.1 Preliminary and Final Plat Subdivision. Chapter 805 of the Wayzata City Code, (the "Subdivision Ordinance") sets forth the procedure and substantive review criteria for applications for a subdivision. Before any plat can be recorded or of any validity, it must be referred to the City Planning Commission and approved by the City Council as having fulfilled the requirements of the Subdivision Ordinance. Section 805.15 of the Wayzata Subdivision Ordinance allows the City to review a proposed preliminary and final plat simultaneously.

- A. Goals. Under Section 805.2.b of the Subdivision Ordinance, subdivisions approved under the Subdivision Ordinance must be guided by the following:

1. Preserve and enhance Wayzata's "small town" character (Comprehensive Plan).
2. Respect the existing scale, character and pattern of the City, recognizing existing neighborhoods and commercial areas (Wayzata Physical Plan).
3. Provide a balanced housing supply available for all people no matter their income, age, race or ethnicity (Comprehensive Plan).
4. Support a pedestrian environment at a human, not automotive scale (Wayzata Physical Plan).
5. Relate development/redevelopment to the natural characteristics of the land to enhance the development through the preservation of attractive natural amenities (i.e., lakes, wetlands, creeks, wooded areas, slopes, etc.) (Comprehensive Plan).

- B. Criteria for Approval. Under Section 805.14.e of the Subdivision Ordinance, the Planning Commission must consider the possible adverse effects of a preliminary plat and report its findings and recommendation to City Council. Its judgment must be based upon, but not limited to, the following factors:

1. The proposed subdivision or lot combination shall be consistent with the Wayzata Comprehensive Plan.

2. Building pads that result from a subdivision or lot combination shall preserve sensitive areas such as lakes, streams, wetlands, wildlife habitat, trees and vegetation, scenic points, historical locations, or similar community assets.
3. Building pads that result from subdivision or lot combination shall be selected and located with respect to natural topography to minimize filling or grading.
4. Existing stands of significant trees shall be retained where possible. Building pads that result from a subdivision or lot combination shall be sensitively integrated into existing trees.
5. The creation of a lot or lots shall not adversely impact the scale, pattern or character of the City, its neighborhoods, or its commercial areas.
6. The design of a lot, the building pad, and the site layout shall respond to and be reflective of the surrounding lots and neighborhood character.
7. The lot size that results from a subdivision or lot combination shall not be dissimilar from adjacent lots or lots found in the surrounding neighborhood or commercial area.
8. The architectural appearance, scale, mass, construction materials, proportion and scale of roof line and functional plan of a building proposed on a lot to be divided or combined shall be similar to the characteristics and quality of existing development in the City, a neighborhood or commercial area.
9. The design, scale and massing of buildings proposed on a subdivided or combined lot shall be subject to the architectural guidelines and criteria for the Downtown Architectural District, Commercial and Institutional Architectural Districts, and Residential Architectural Districts and the Design Review Board/City Council review process outline in Section 9 of the Wayzata Zoning Ordinance.
10. The proposed lot layout and building pads shall conform with all relevant performance standards.
11. The proposed subdivision or lot combination shall not tend to or actually depreciate the values of neighboring properties in the area in which the subdivision or lot combination is proposed.

12. The proposed subdivision or lot combination shall be accommodated with existing public services, primarily related to transportation and utility systems, and will not overburden the City's service capacity.
- C. Concurrent Preliminary/Final Plat. Section 805.15 of the Subdivision Ordinance allows the City to review the preliminary and final plat simultaneously.
- D. Parkland Dedication. Section 805.37 of the Subdivision Ordinance requires a parkland dedication contribution for new single family lots at the time of recording of the Final Plat.

Section 3. FINDINGS

Based on the Application materials, staff reports, public comment presented at the hearing, and Wayzata's Zoning Ordinance and Subdivision Ordinance, the Planning Commission of the City of Wayzata makes the following findings of fact with respect to the Proposed Subdivision:

3.1 Proposed Subdivision.

- A. Goals. The Proposed Subdivision is consistent with the goals of the Subdivision Ordinance.
- B. Criteria for Approval.
 1. The Project associated with the Proposed Subdivision is consistent with the Wayzata Comprehensive Plan. The proposed Subdivision conforms with the low density residential guidance of the Comp Plan for this area and the One Acre Single Family District. The proposed lots are 17,166 SF (Lot 1) and 20,399 SF (Lot 2).
 2. The building pads associated with the Project ("Proposed Building Pads") would not negatively impact any sensitive areas, however one (1) significant tree, a Bur Oak measuring thirty-four (34) inches in diameter, would be impacted by the Project.
 3. The Proposed Building Pads have been selected and located with respect to natural topography to minimize filling or grading, though the Commission would recommend a condition be attached to approval that the City Engineer's approval must be secured for a grading plan, prior to any construction work so that land disruption is minimized.
 4. Existing significant trees would be retained where possible on the Property, with the exception on one (1) thirty-four (34) inch diameter Bur Oak tree. The Applicant proposes to install five (5) to six (6)

evergreen trees along the northern property line of Lot 1 to serve as screening for the Property, and three (3) additional mature trees.

5. The creation of the proposed lots in the Proposed Subdivision would not adversely impact the scale, pattern or character of the City, its neighborhoods, as the lots would be consistent with the lots in the surrounding area in terms of lot area.
 6. The design of the lots, the proposed building pads, and the site layout of the Proposed Subdivision responds to and is reflective of the surrounding lots and neighborhood character. The proposed lot layout provides for two larger sized lots that exceed the lot area minimum for the district.
 7. The lot sizes that result from the Proposed Subdivision would not be dissimilar from adjacent lots or lots found in the surrounding neighborhood. The proposed lots conform with and exceed the R-3 District and Comprehensive Plan minimums for lot area.
 8. The building plans originally submitted with the Application were not similar to the architectural appearance, scale, mass, proportion and scale of roof lines and functional plans of existing development in the surrounding neighborhood. As recommended by the Planning Commission at its January 26, 2015 meeting, the Applicant has provided two (2) alternative building plans for two story residences for the Property, which are included as Attachment A. The Planning Commission finds that the plans on Attachment A better reflect and are similar to the architectural appearance, scale, mass, proportion and scale of roof lines and functional plans of existing development in the surrounding neighborhood.
 9. The proposed lot layout and Proposed Building Pads of the Proposed Subdivision would conform will all relevant performance standards.
 10. The Proposed Subdivision is not likely to tend to or actually depreciate the values of neighboring properties in the area in which it is proposed.
 11. The Proposed Subdivision would be accommodated with existing public services, primarily related to transportation and utility systems, and will not overburden the City's service capacity.
- C. Parkland Dedication. A parkland dedication fee in lieu of land under Section 805.37 of the Subdivision Ordinance for the new single family lots must be made at the time of recording of the Final Plat.

Section 4. RECOMMENDATION

- 4.1 Planning Commission Recommendation. Based on the findings in section 3 of this Report, the Planning Commission recommends approval of the Proposed Subdivision and Final Plat (Attachment B), subject to the following conditions:
- A. The Applicant and/or future homeowners shall construct the residences in the Proposed Subdivision according to the alternative residential building plans presented to the Planning Commission on February 23, 2015, included as Attachment A to this Report. Any alternative or substantially modified final building plans that differ materially from those depicted in Attachment A to this Report must be reviewed by the Planning Commission and approved by the City Council to ensure that such building plans would result in buildings that are similar to the characteristics and quality of the existing homes in the neighborhood as required under Section 805.14.E.8.
 - B. The Applicant and/or future homeowners shall construct the residential buildings with the same high quality materials as presented by the Applicant at the Planning Commission's January 26, 2015 meeting. Any deviations from such building materials must be reviewed by the Planning Commission and approved by the City Council to ensure that the building materials are compatible with the characteristics and quality of the existing homes in the neighborhood as required under Section 805.14.E.8 and 805.14.E.9.
 - C. The Applicant and/or future homeowners must work with the City Forester on a landscape plan for Lots 1 and 2, which incorporate native trees and plants, and at least five (5) to six (6) evergreens between Lot 1 and the property at 645 Harmony Circle, and three (3) additional mature trees on the Property.
 - D. The Applicant and/or future homeowners must construct the proposed residences (depicted in Attachment A), in such a manner that neither home exceeds twenty eight (28) ft in height as viewed and measured from the adjacent street.
 - E. The Applicant and/or future homeowners must construct the proposed residence on Lot 2 (depicted in Attachment A) with an additional front yard setback of four (4) to six (6) ft, for a total front yard setback of 27.9 ft to 29.9 ft, to be more in line with adjacent property front yard setbacks.
 - F. The Applicant and/or future homeowners must construct the proposed residence on Lot 1 (depicted in Attachment A) with an additional front yard setback of four (4) to six (6) ft for a total front yard setback of 36 ft to 38 ft.
 - G. The Applicant and/or future homeowners must take all necessary measures, as directed by the City Engineer, to prevent water runoff into the wetlands in the rear of the Property during construction.

- H. The City Engineer's approval must be secured for a grading plan, prior to any construction work on the Property so that land disruption is minimized.
- I. The Applicant and/or future homeowners shall ensure that the Project meets all of the performance standards required by the City's Zoning Ordinance.
- H. The following comments of City Staff outlined in the Planning Report on the Application dated January 26, 2015 must be incorporated into the Final Plat:
 - 1. Existing services (water) shall be abandoned at main if less than one inch (1").
 - 2. New water services shall be one inch (1") minimum.
 - 3. Existing service sewer shall be televised to document structural integrity prior to reconnection.
 - 4. Existing storm sewer on north parcel shall be relocated and easement recorded.
- J. The Applicant and/or future homeowners must secure all necessary building permits for construction, and conform to all laws and regulations applicable to the Project.
- K. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred must be fully reimbursed by the Applicant.
- L. The Applicant must pay the required Park Dedication Fee for each new single family lot at the time of recording of the Final Plat, as required under Section 805.37.
- M. The Applicant must record the Final Plat document with the appropriate Hennepin County officials within one hundred twenty (120) days in conformance with Section 805.15.E.7, and provide a recorded copy to the City.
- O. The Applicant must consider the new information available regarding the abandonment of the existing sewer line, and take the steps necessary to preserve the existing Bur Oak tree on Lot 1 in consultation with the City Forester and City Tree Consultant.

Adopted by the Wayzata Planning Commission this 2nd day of March 2015.

Voting In Favor: Gruber, Iverson, Gnos

Voting Against: Ramy, Vanderheyden

Abstaining: None

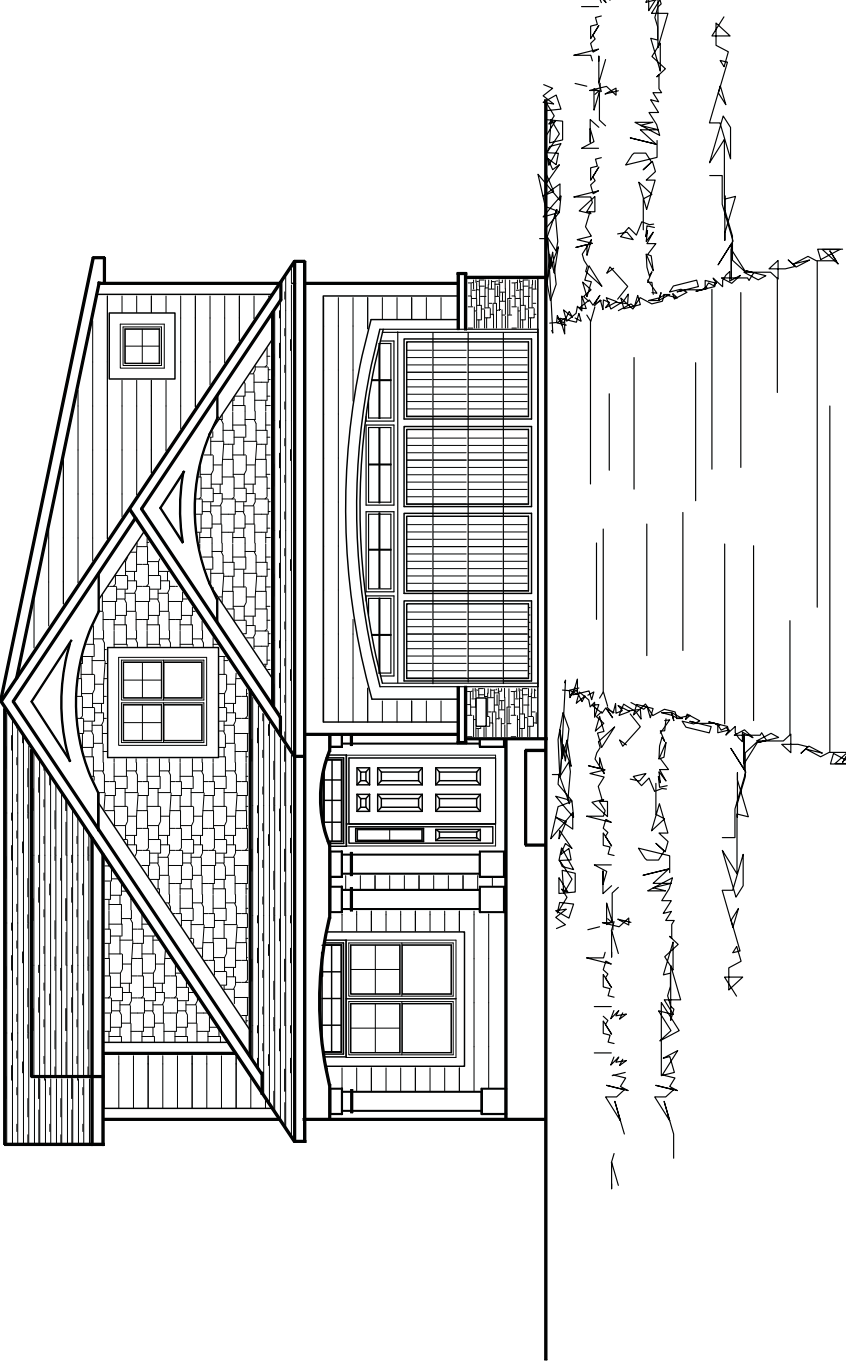
Absent: Gonzalez, Young

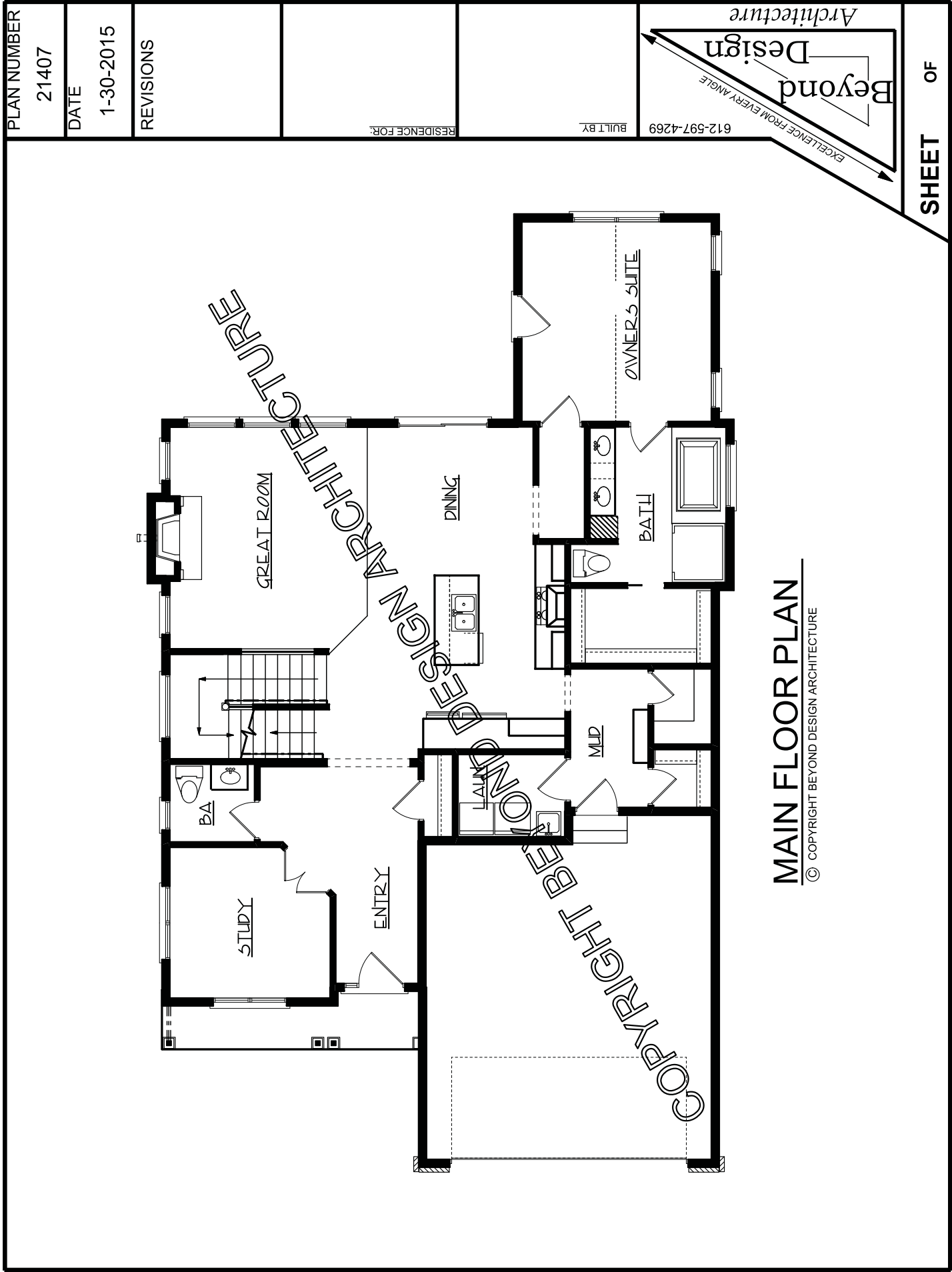
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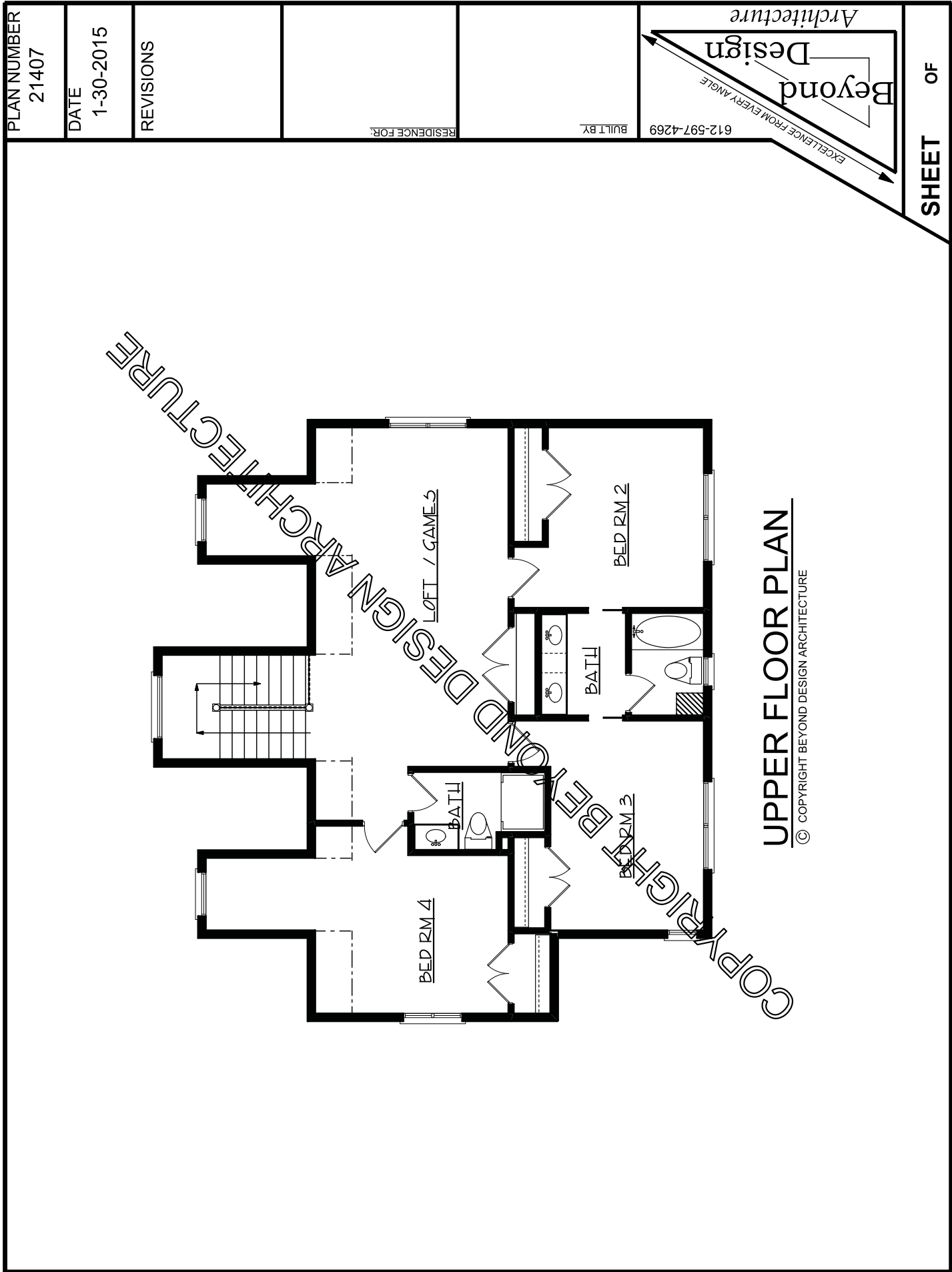
Chair, Planning Commission

Attachment A

Alternative Single Family Residential Building Plans for Lots 1 and 2, Block 1, Bailey Woods

PLAN NUMBER 21407		DATE 1-30-2015		REVISIONS		RESIDENCE FOR:		BUILT BY:		612-597-4269		EXCELLENCE FROM EVERY ANGLE Beyond Design Architecture		SHEET OF	
														FRONT ELEVATION © COPYRIGHT BEYOND DESIGN ARCHITECTURE	





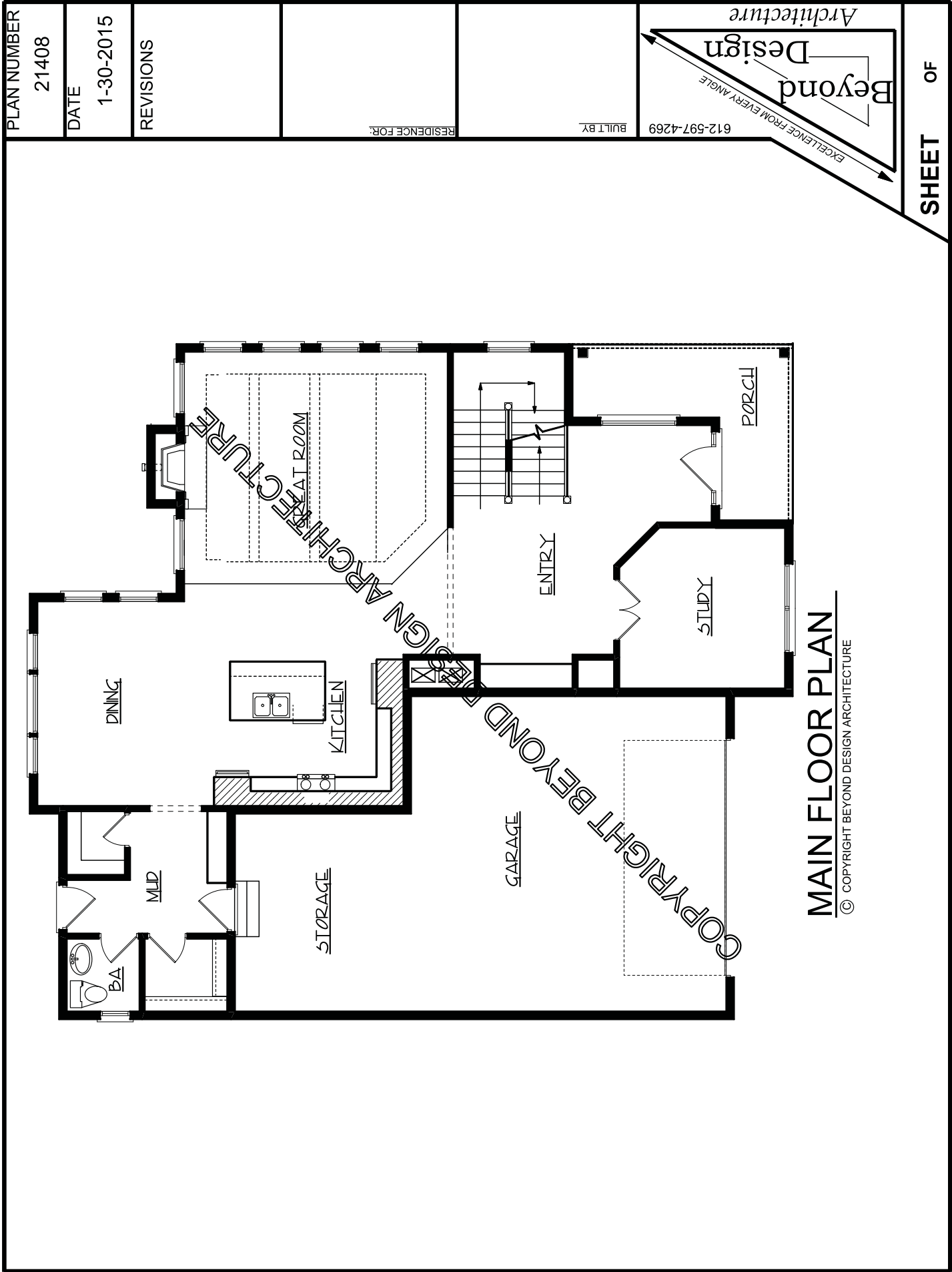
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This is a detailed architectural drawing of a house's front elevation. The drawing is oriented vertically on the page. The house features a gabled roof with a small dormer window. The main body of the house has a large multi-paned window on the left side. To the right of this window is a smaller window with a flower box. Further right is a door with a small transom window. The roofline is indicated by a series of parallel lines. The drawing is signed and dated in the bottom right corner. A title block is located in the bottom right corner, containing the following information:

- PLAN NUMBER: 21408
- DATE: 1-30-2015
- REVISIONS:
- RESIDENCE FOR:
- BUILT BY:
- 612-597-4269
- Beyond Design Architecture
- EXCELLENCE FROM EVERY ANGLE
- SHEET OF

FRONT ELEVATION 1/4"= 1'-0"

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MAIN FLOOR PLAN

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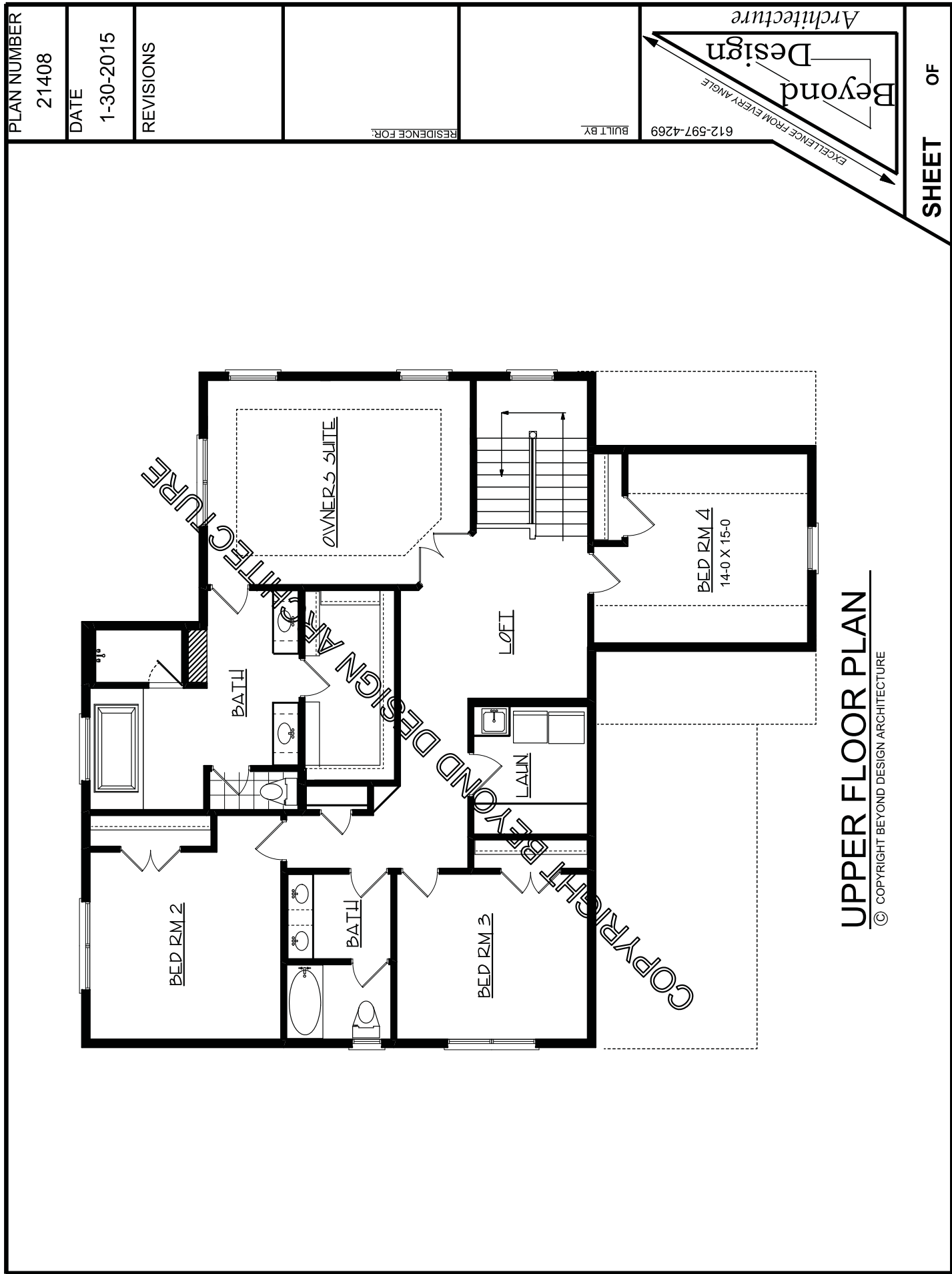
DATE 1-30-2015

PLAN NUMBER 21408

Beyond Design Architecture

EXCELLENCE FROM EVERY ANGLE

SHEET OF





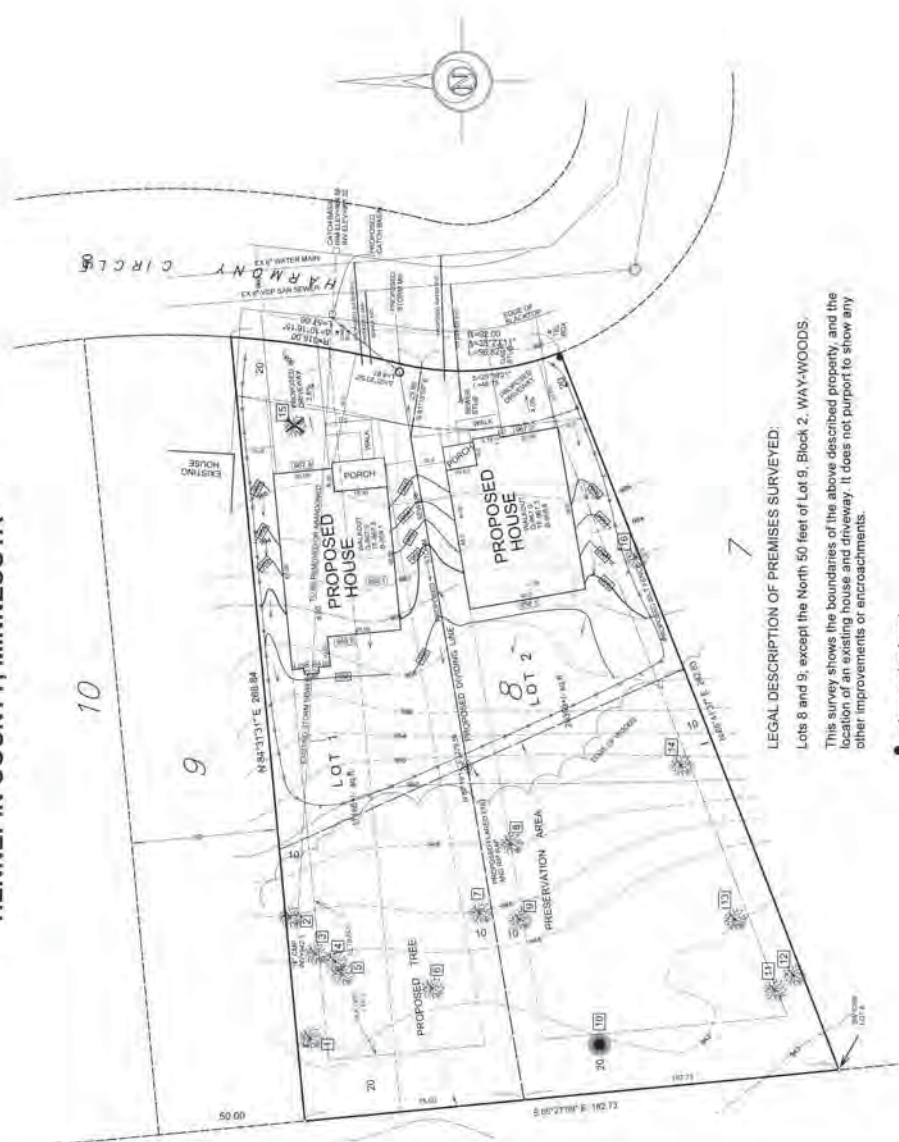
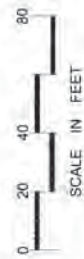
Attachment B

Preliminary and Final Plat Application Materials

PROPOSED GRADING, UTILITIES AND PRELIMINARY PLAT FOR FRITZ GULLICKSON IN LOTS 8 AND 9, BLOCK 2, WAY-WOODS HENNEPIN COUNTY, MINNESOTA

HARD COVER CALCULATIONS	
LOT 1	17168+- S.F.
HOUSE	2162+-
PORCH	180+-
DRIVEWAY	100+-
WALK	792+-
TOTAL	3234+- S.F.
3234/17168 = 18.84%	
LOT 2	20399+- S.F.
HOUSE	2164+-
PORCH	85+-
DRIVEWAY	76+-
WALK	421+-
TOTAL	2746+- S.F.
2746/20399 = 13.46%	

TREE INVENTORY	
1	8X12" ASH
2	8" OAK
3	8" OAK
4	10" OAK
5	14" OAK
6	40" COTTONWOOD
7	40" COTTONWOOD
8	12" OAK
9	12" OAK
10	5" SPRUCE
11	12" MAPLE
12	20X38" COTTONWOOD
13	36" COTTONWOOD
14	48" OAK
15	34" OAK
16	12" LINDEN



LEGAL DESCRIPTION OF PREMISES SURVEYED:

Lots 8 and 9, except the North 50 feet of Lot 9, Block 2, WAY-WOODS.

This survey shows the boundaries of the above described property, and the location of an existing house and driveway. It does not purport to show any other improvements or encroachments.

- Iron marker found
- Iron marker set
- Proposed spot elevation
- Existing contour line
- Proposed contour line
- Bearings shown are based upon an assumed datum
- NOTE: Topo is from Henn. Co. Nat. Res. website

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



DATE	1-22-15
BY	BR
REVISIONS	
1-22-15	REVISED HOUSE GRADING
11-25-14	TREES ADDED
11-25-14	REVISIONS

DESIGNED: [Signature]
DRAWN: [Signature]
CHECKED: [Signature]
I hereby certify that this survey, plat, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

MINN. LICENSE NUMBER: 27-2337

DATE	1-22-15
BY	BR
REVISIONS	
1-22-15	REVISED HOUSE GRADING
11-25-14	TREES ADDED
11-25-14	REVISIONS

CITY OF WAYZATA



PLANNING DEPARTMENT

MEMORANDUM

To: City Council and Planning Commission
From: Bryan Gadow, Director of Planning and Building
Date: March 11, 2015
Re: Wayzata Community Church Proposed Roof Design Changes

Background

Last June, the Wayzata Community Church (the “Applicant”) received approval of a PUD Amendment to allow for a two phase expansion of the facility, via Resolution 16-2014. The project includes an additional 5,281 gross SF, including a 2nd story addition on an interior portion of the building. Phase 1, including the 2nd story addition is scheduled to commence in 2015.

As part of their preparations to begin work on Phase 1 of the project, the Applicant had some value engineering completed on the project, and determined that there would be cost savings if the roof line of the proposed 2nd story addition could be converted from a pitched roof with mechanicals enclosed within the roof pitch to a flat roof with mechanicals that are screened by a mansard roof section on the Wayzata Blvd and Ferndale Rd sides. The mansard roof would be designed to screen the mechanical equipment from any public vantage points along Wayzata Blvd (south) and Ferndale Rd (west), and the existing roof lines on the building would screen the equipment from the north and east facades. The proposed mansard roof would be constructed of the same brick and asphalt shingles that were approved as part of the 2014 design.

As the building and project are part of a PUD, the modification to the roof design would require review and approval by the Planning Commission and City Council.

Design Standards

The Church is located within the Wayzata Blvd Design District. Section 801.09.7.2 of the Design Standards provides the following requirements for screening of rooftop equipment:

- All mechanical equipment shall be completely screened behind a parapet wall, so as not to be visible from adjacent properties and pedestrian view vantage points from adjacent sidewalks.
- No enclosure shall be larger than 25% of the roof area.

Under this section of the Design Standards, rooftop mechanicals are allowed for properties within the Wayzata Blvd Design District, provided that they are screened from view from

adjacent properties and the public sidewalk. In the case of the Church's proposed rooftop mechanicals, the proposed roof modification would meet the design standards requirements with the addition of the mansard roof sections along the Wayzata Blvd and Ferndale Rd portions of the building. The mansard roof sections would be required to match the height of the mechanical equipment to provide the necessary screening.

The Applicant's architect has submitted a packet of drawings and photos to compare the proposed roof modification to the 2014 plan, and highlight how the mechanicals would be screened from various viewpoints. The Applicant is requesting review and approval of the proposed modification to the 2nd story addition roof.

Attachments:

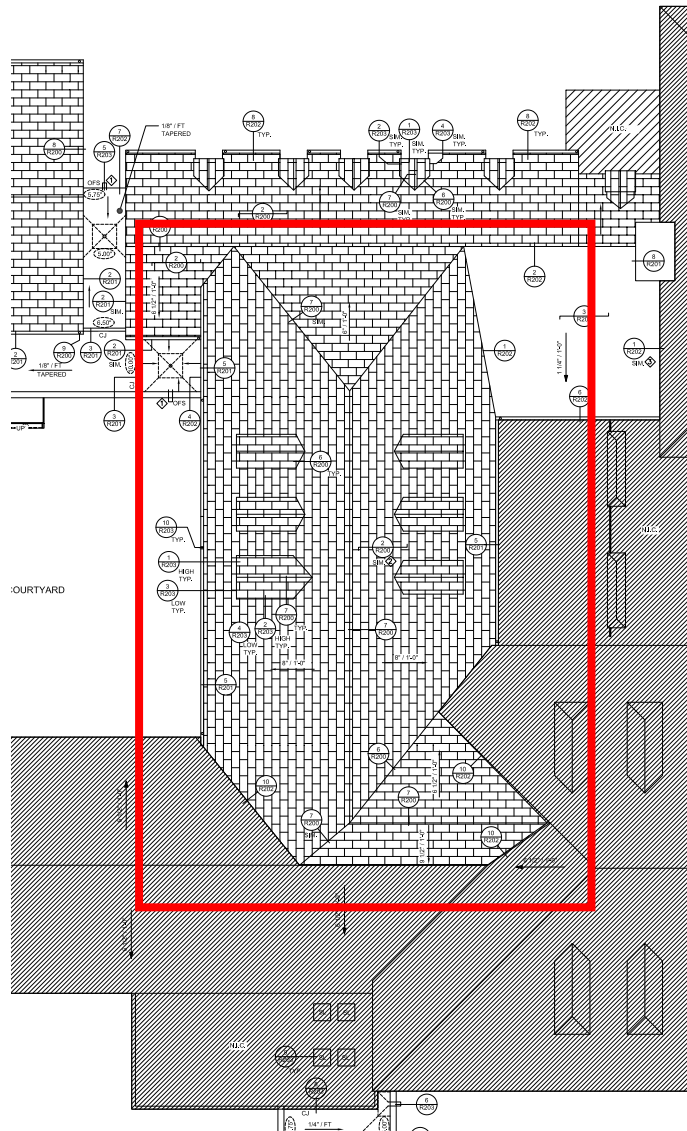
- Submitted Plan Set (11" X 17" sheets)



WAYZATA COMMUNITY CHURCH

PROPOSED ROOF MODIFICATIONS

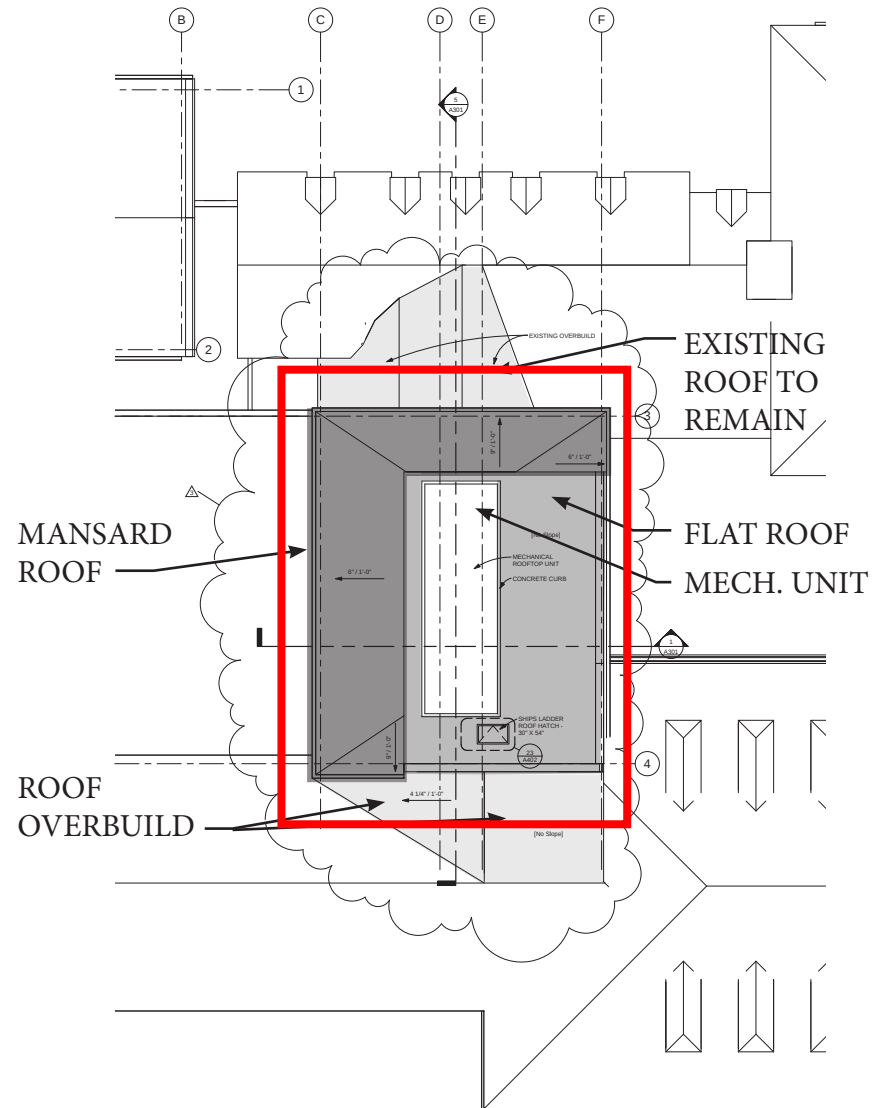
March 3rd, 2015



ROOF PLAN

CONSTRUCTION DOCUMENTS

2014 Approved Plans



ROOF PLAN

PROPOSED ROOF MODIFICATIONS

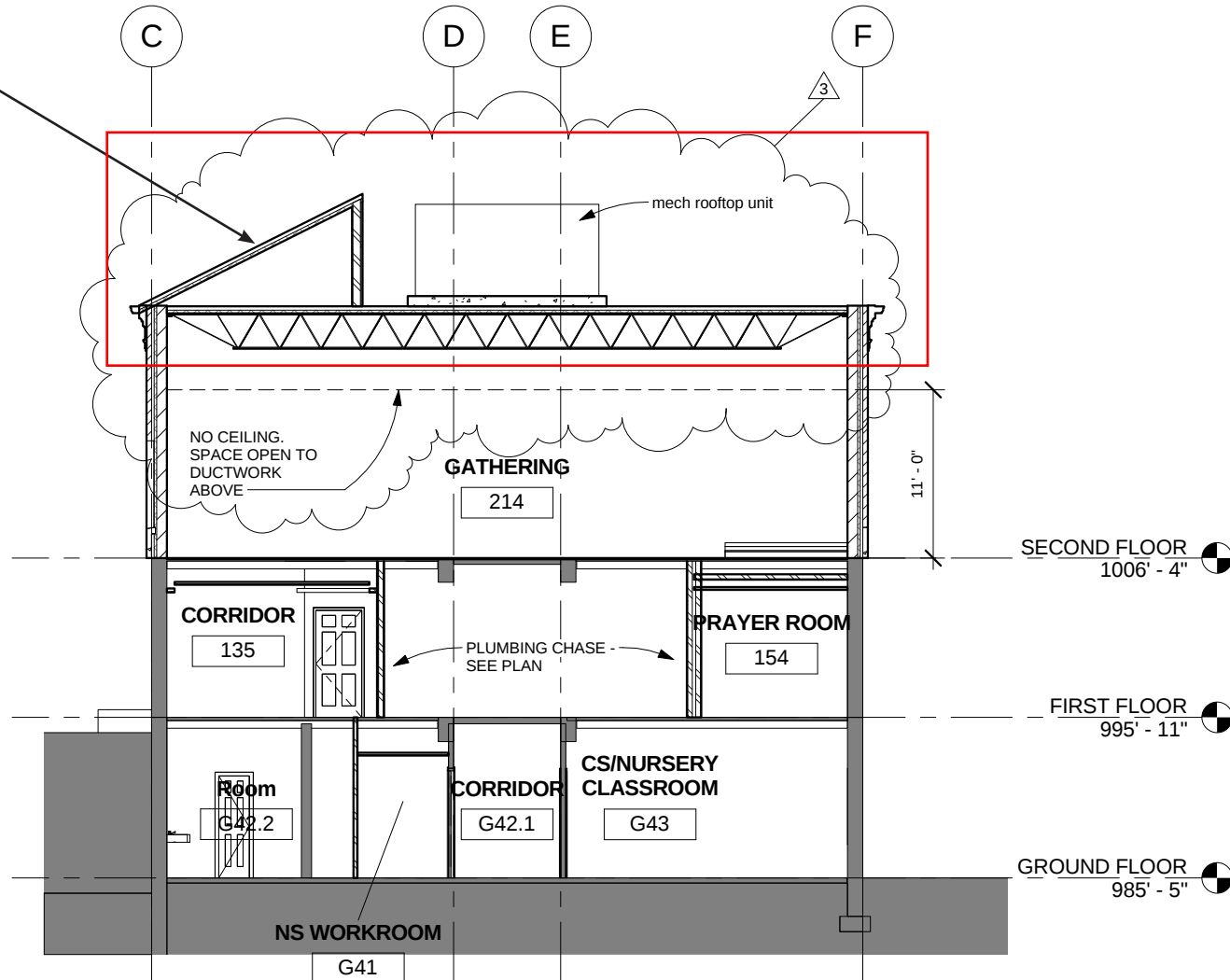
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Page 121 of 169

SECTION

PROPOSED ROOF MODIFICATIONS

MANSARD ROOF

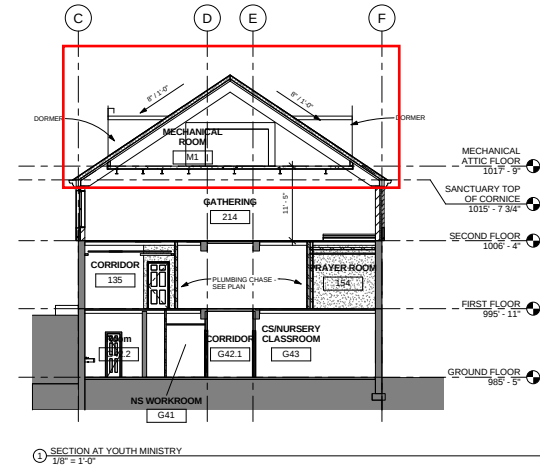
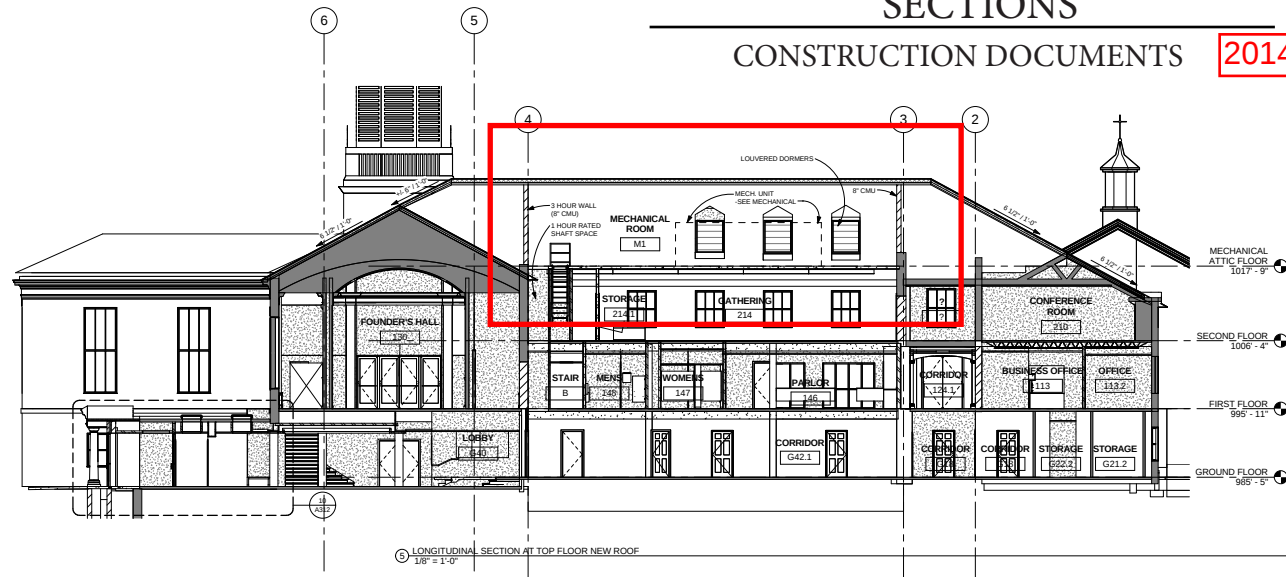
- Proposed mansard roof to wrap two sides of flat roof
- Proposed roof height and slope to provide coverage of selected mechanical unit
- Final mechanical unit dimensions to be determined



SECTIONS

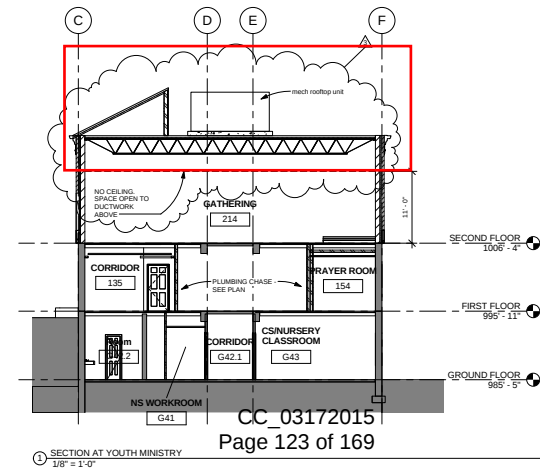
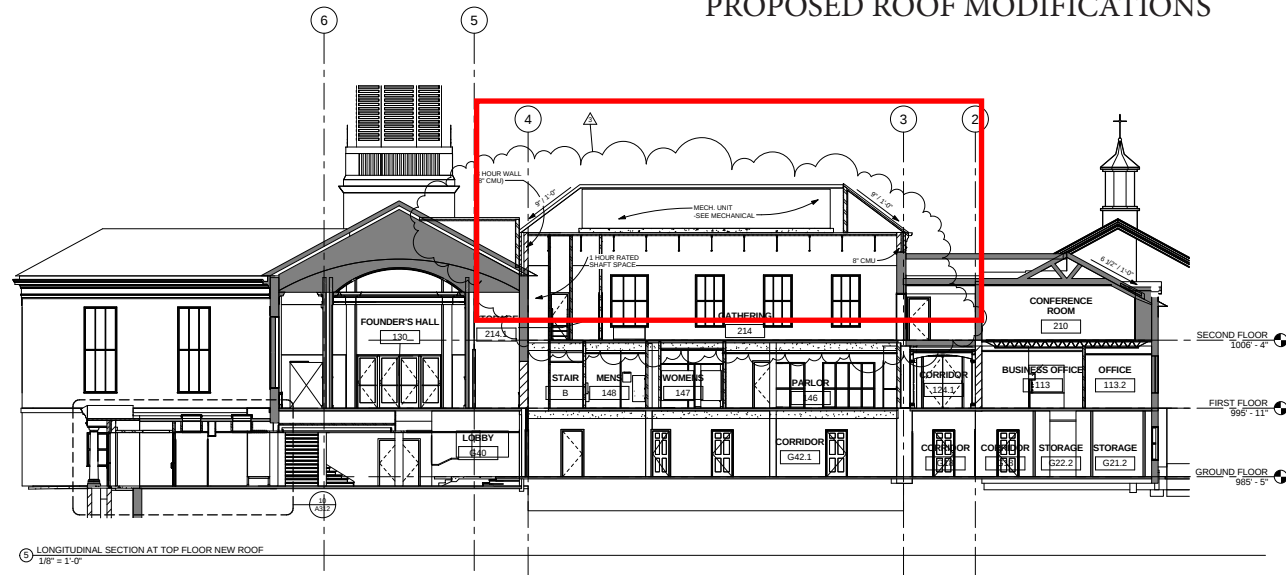
CONSTRUCTION DOCUMENTS

2014 Approved Plans



SECTIONS

PROPOSED ROOF MODIFICATIONS

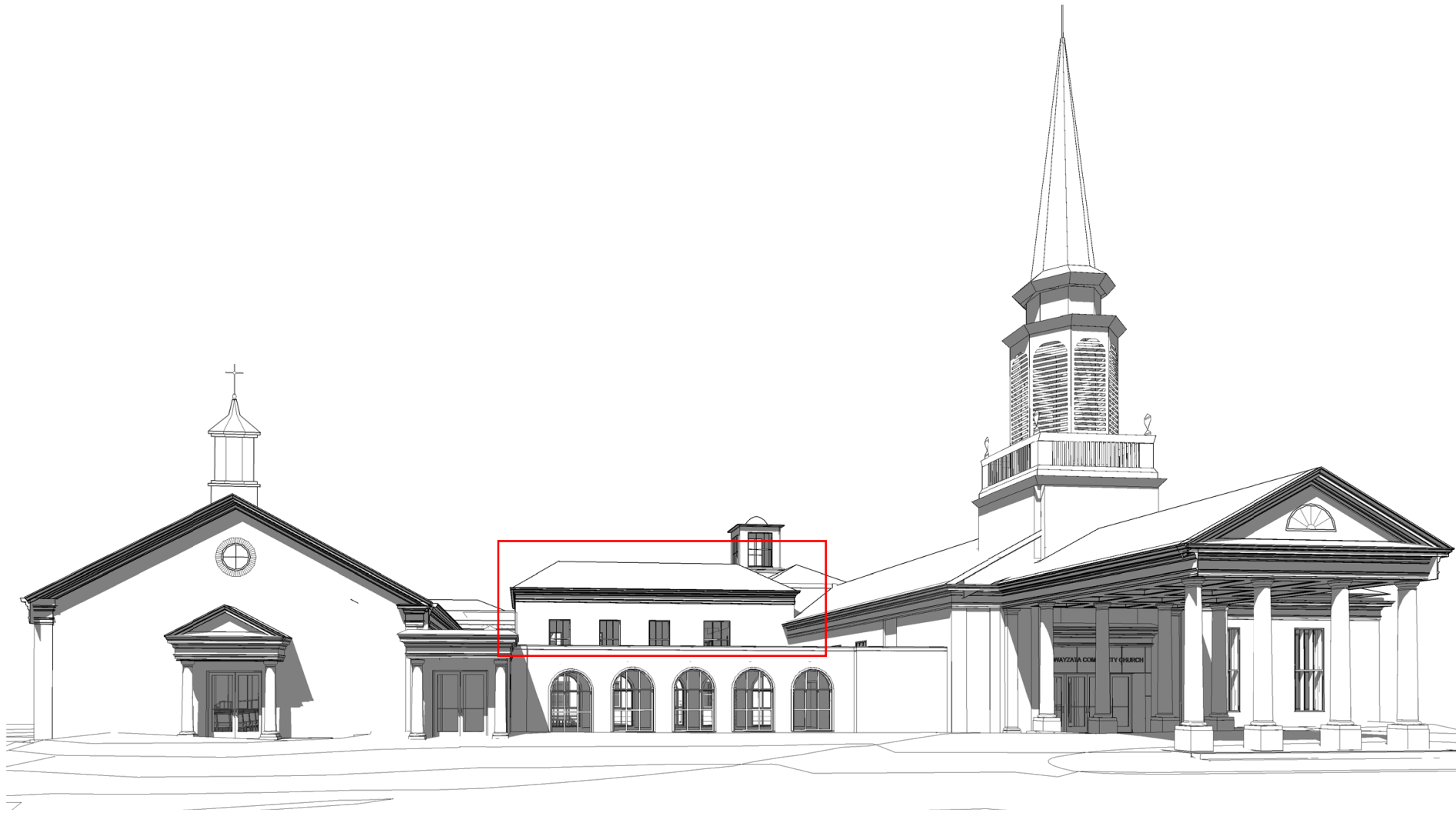




SOUTH VIEW FROM WAYZATA BOULEVARD

CONSTRUCTION DOCUMENTS

2014 Approved Plans



SOUTH VIEW FROM WAYZATA BOULEVARD

PROPOSED ROOF MODIFICATIONS



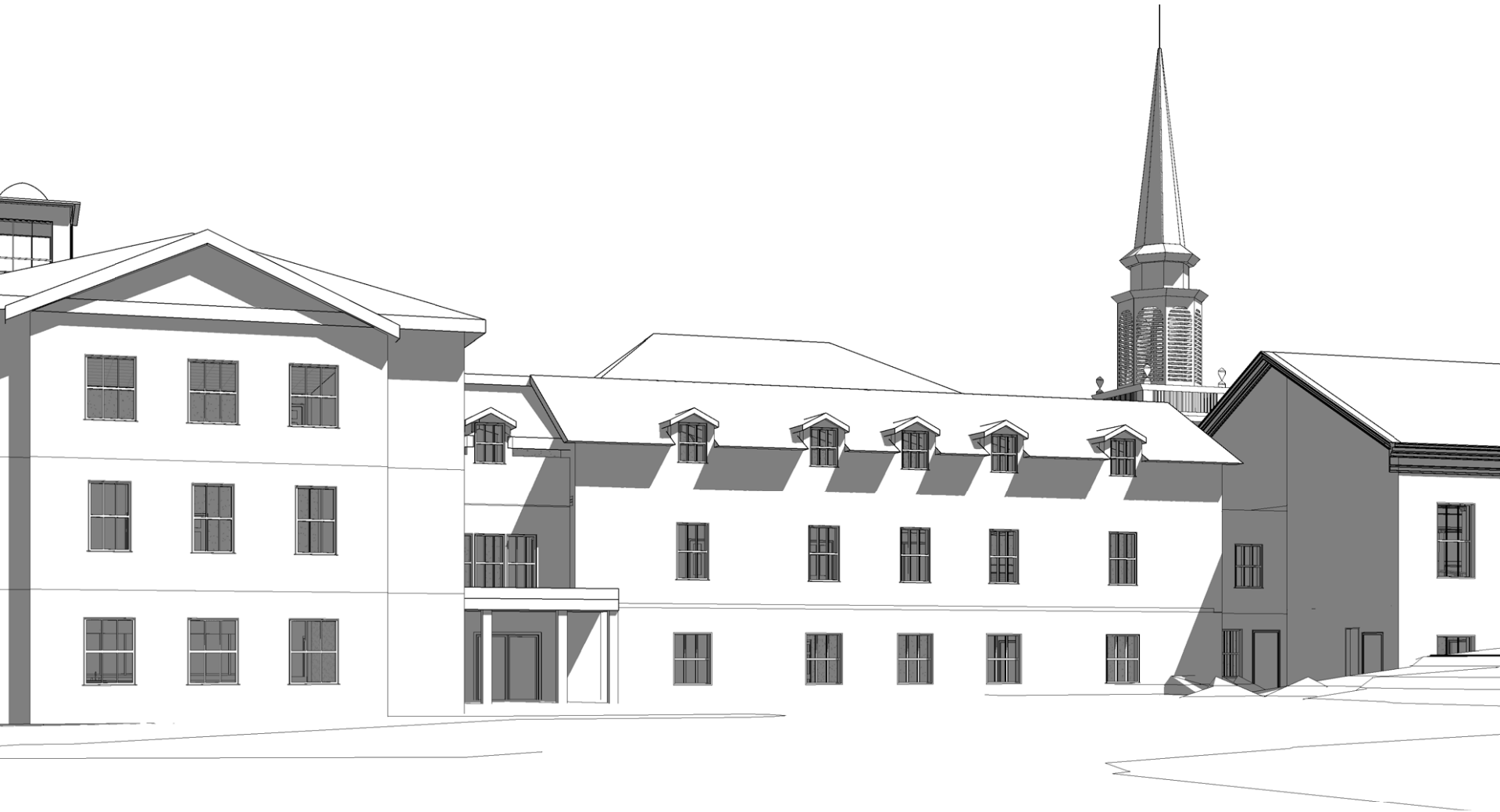
SOUTHEAST VIEW FROM EAST PARKING LOT

PROPOSED ROOF MODIFICATIONS



NORTH VIEW FROM SCHOOL PLAYING FIELDS

PROPOSED ROOF MODIFICATIONS

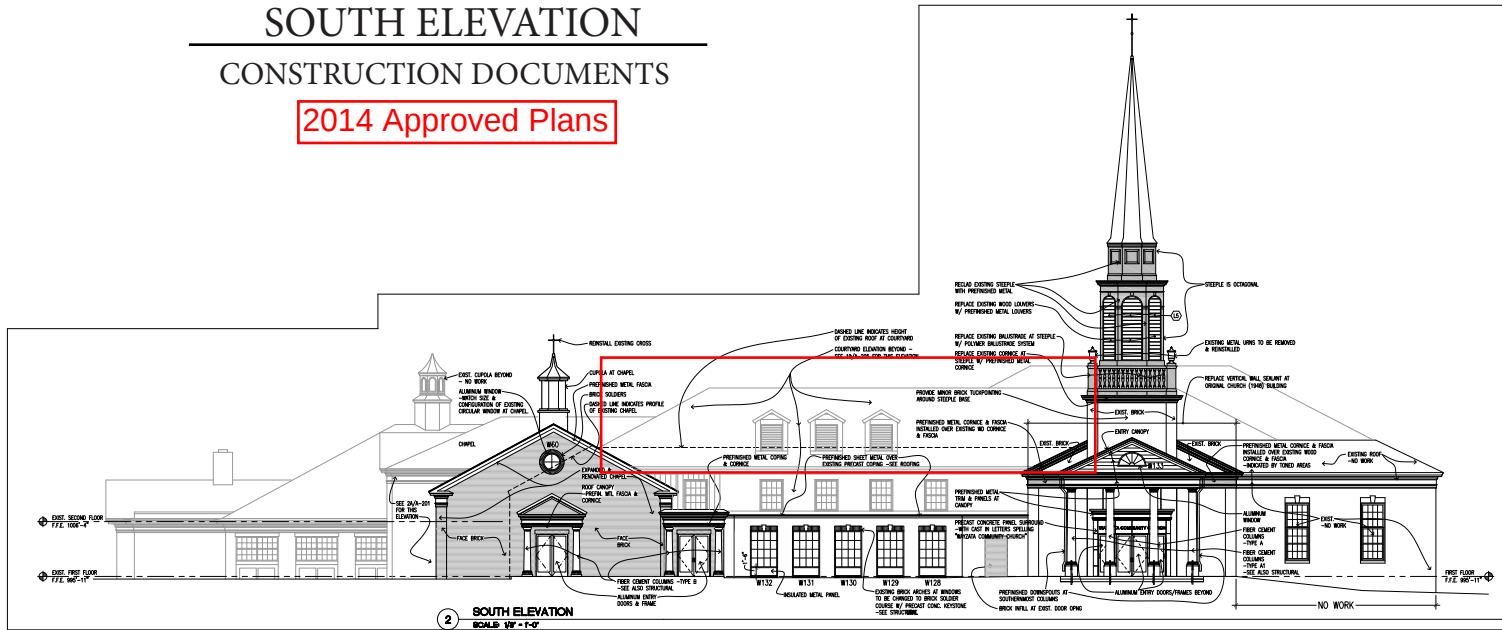


WEST VIEW FROM FERNDAL ROAD
PROPOSED ROOF MODIFICATIONS

SOUTH ELEVATION

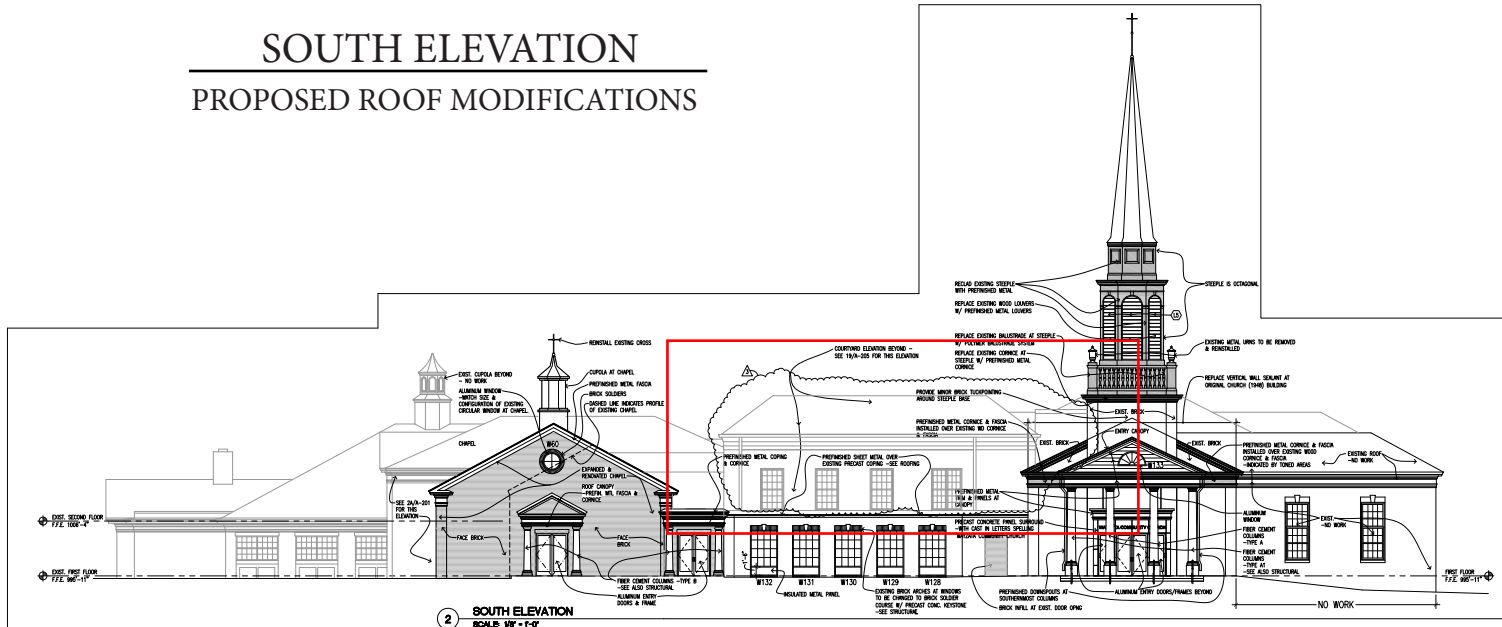
CONSTRUCTION DOCUMENTS

2014 Approved Plans



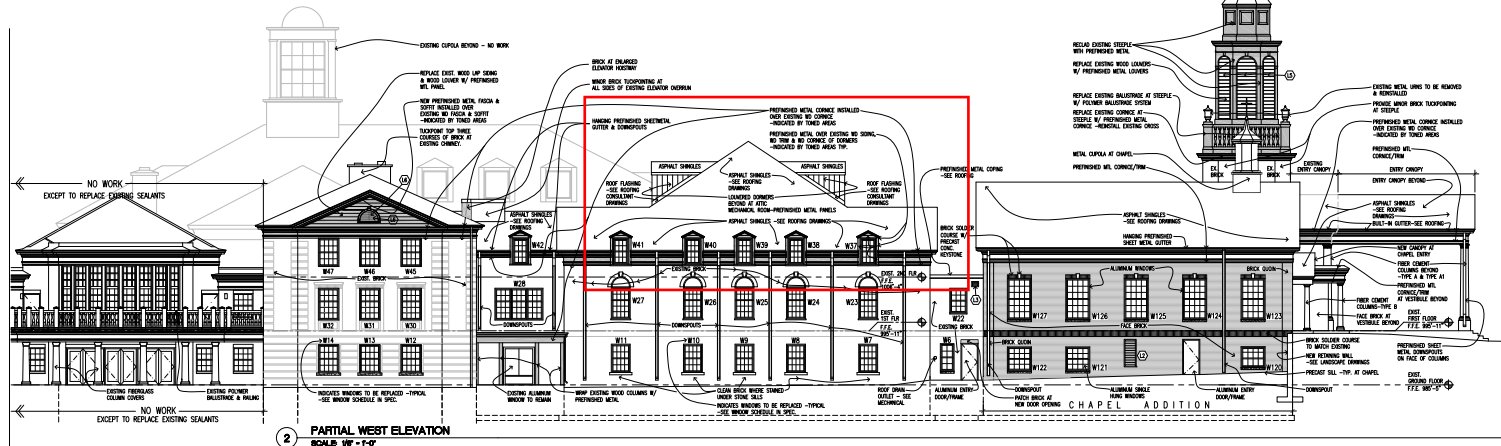
SOUTH ELEVATION

PROPOSED ROOF MODIFICATIONS

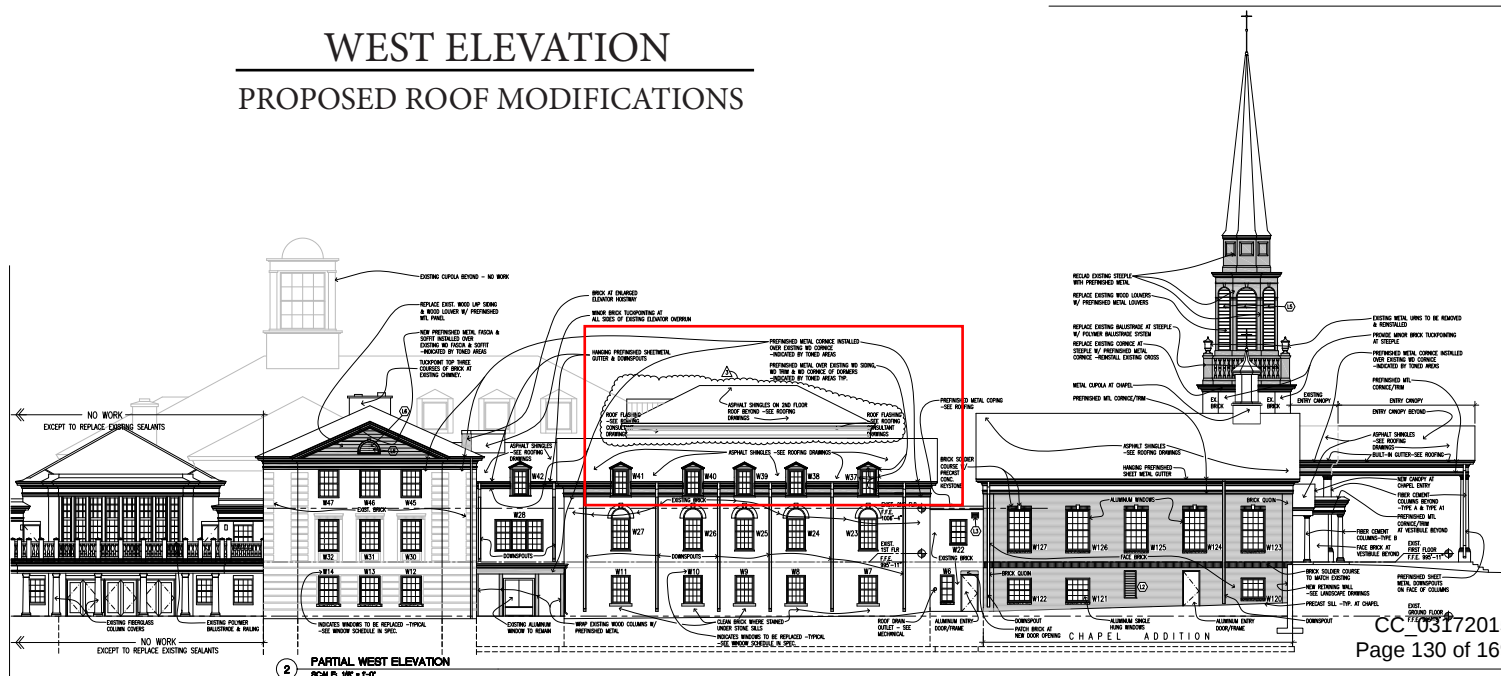


WEST ELEVATION CONSTRUCTION DOCUMENTS

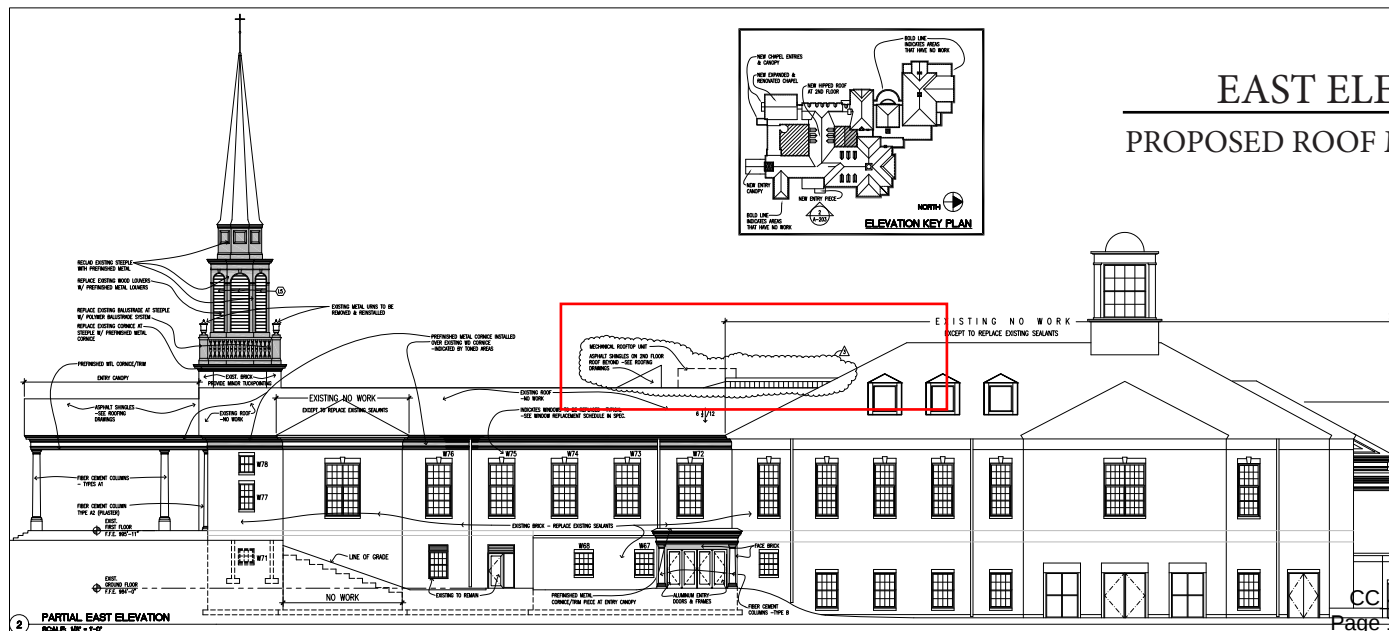
2014 Approved Plans

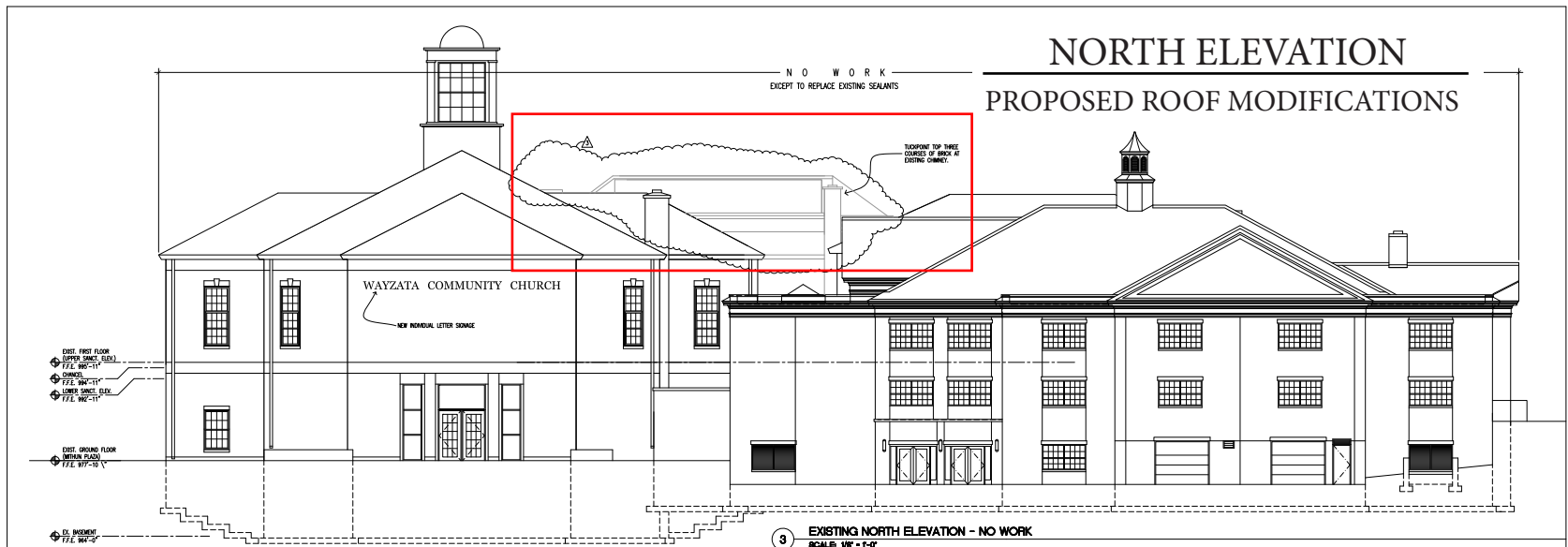
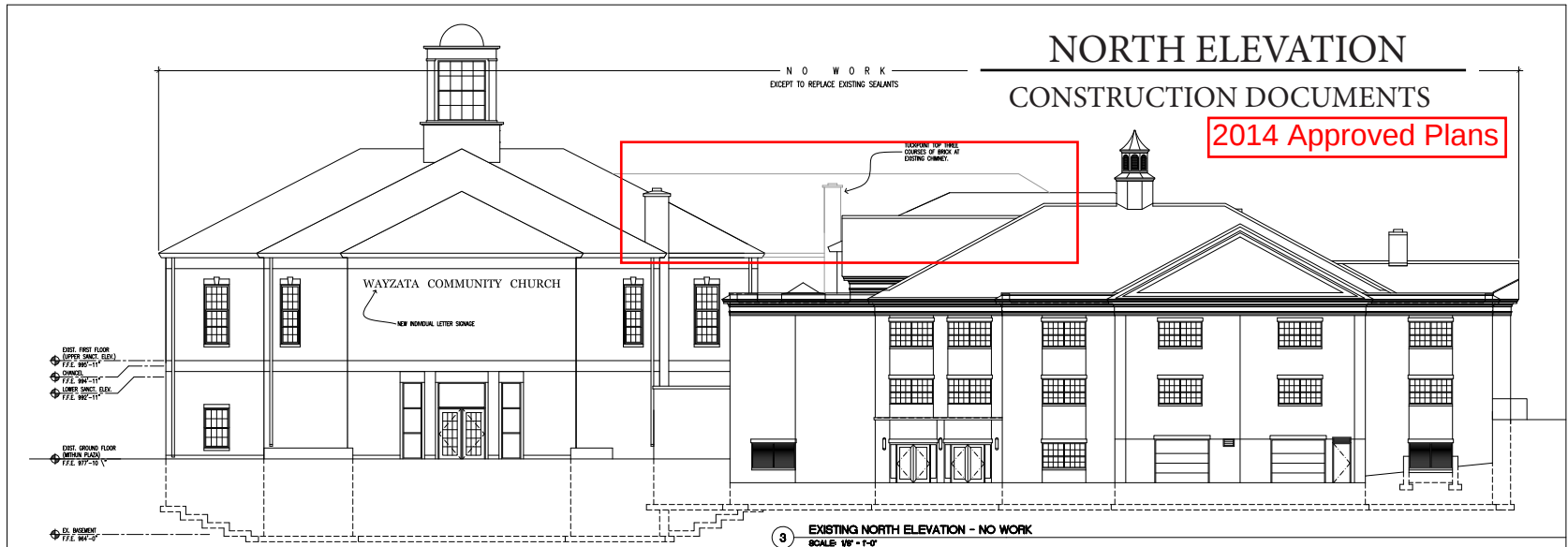


WEST ELEVATION PROPOSED ROOF MODIFICATIONS



2014 Approved Plans

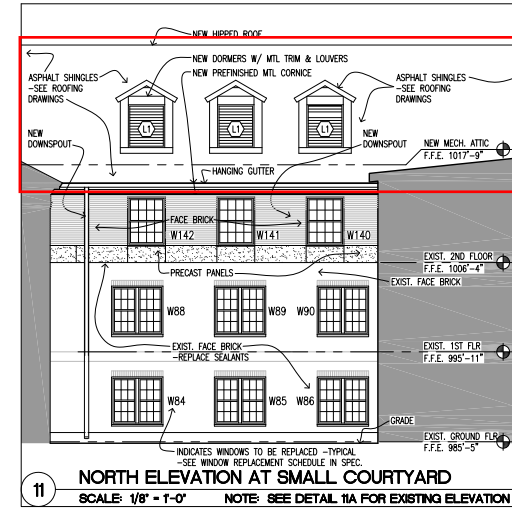
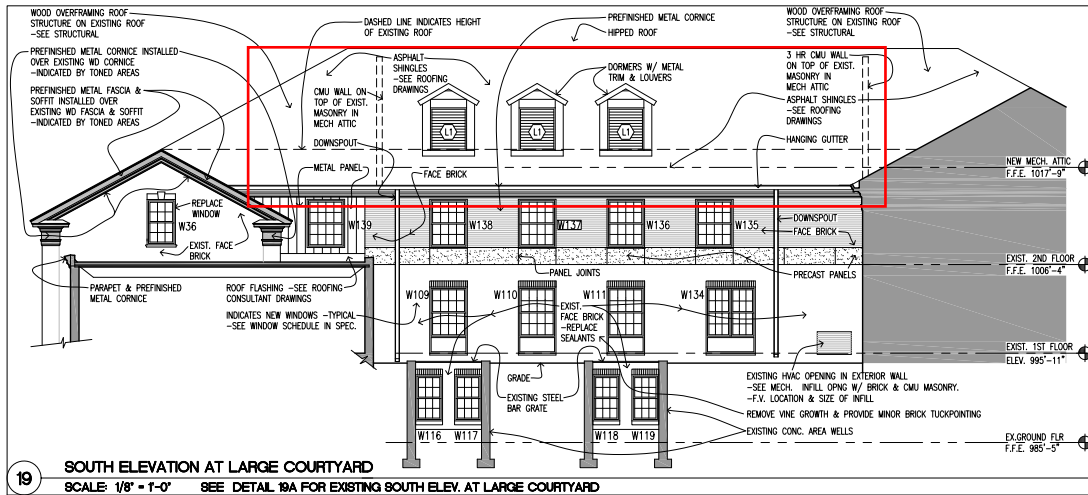




COURTYARD ELEVATIONS

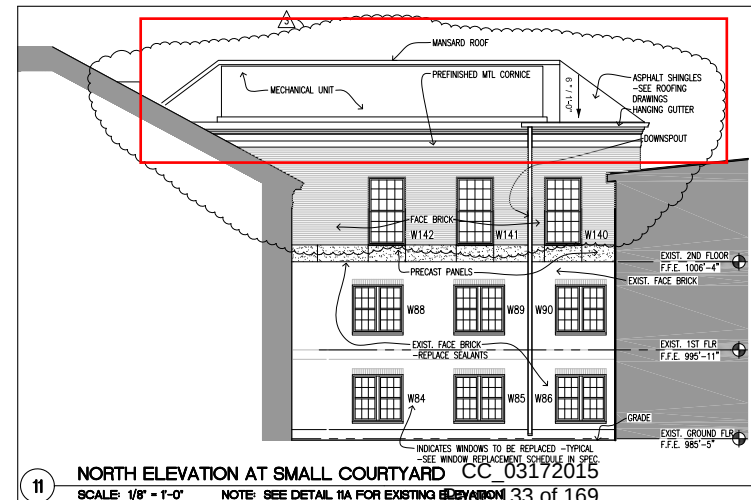
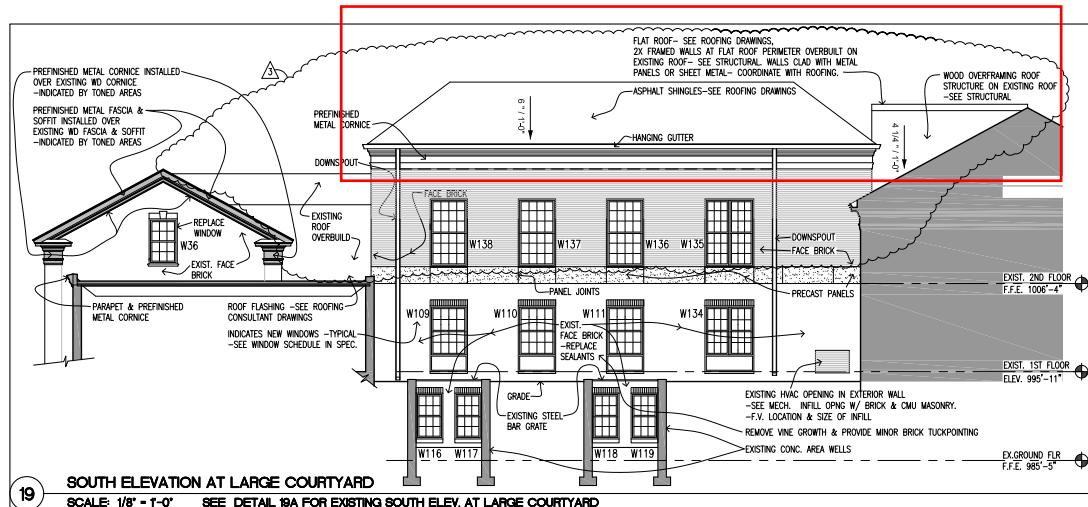
CONSTRUCTION DOCUMENTS

2014 Approved Plans



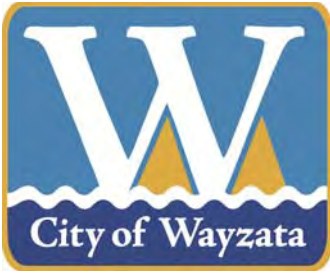
COURTYARD ELEVATIONS

PROPOSED ROOF MODIFICATIONS



CC-03172015

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City of Wayzata Public Works
299 Wayzata Blvd. W
Wayzata, MN 55391

Director of Public Service

David Dudinsky

City Engineer/Asst. Public Works Director

Mike Kelly

Public Works Superintendent

Jim Eibensteiner

Public Works Secretary/Utility Billing Clerk

Rebecca Jones

To: City Council
From: Engineering Department
Date: 3/11/2015
Re: Peavey Bridge Grant Agreement with MnDOT

The City of Wayzata and Hennepin County received bids on Tuesday, November 18, 2014 for the Peavey Bridge Replacement project. The project involves the reconstruction of the bridge over the Peavey Channel, on Ferndale Road West.

The low bid of \$1,183,111.00 from Lunda Construction Company was approved by the Wayzata City Council on December 12, 2014.

The Minnesota Department of Transportation (MnDOT) has notified Wayzata that funding for the bridge is available and that a Local Bridge Replacement Program (LBRP) grant will be provided for the project in the amount of \$1,025,435.50. The City of Wayzata will be responsible for the remaining \$157,675.50 and construction inspection/administration.

The project is proposed to start July 6, 2015 with a completion date of October 23, 2015.

The General Fund CIP currently has \$269,200 budgeted for this project. The total project cost for the city will include the local cost listed above and construction inspection/administration (\$68,000).

Resolution 15-2015, agreeing to MnDOT's Local Bridge Replacement Program (LBRP) grant terms and conditions is attached for Council consideration. In simple terms, the grant terms require the City to provide inspections and documentation for the project. The City is also required to pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. A copy of the complete MnDOT Agreement No. 04516, is attached for your reference.

RESOLUTION NO. 15-2015

**RESOLUTION AGREEING TO STATE TRANSPORTATION FUND
LOCAL BRIDGE REPLACEMENT PROGRAM
GRANT TERMS AND CONDITIONS
SAP 027-597-007**

WHEREAS, the City of Wayzata has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 27B70; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$1,025,435.50 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Wayzata does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required; and

THEREFORE, BE IT FURTHER RESOLVED that the Mayor and the City Manager are hereby authorized and directed to execute MnDOT Agreement No. 04516 with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the Wayzata City Council this 17th day of March, 2015.

Mayor Kenneth Willcox

ATTEST:

City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on March 17, 2015.

Deputy City Clerk Becky Malone

SEAL

LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2014 Chapter 295, HF 1068. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2

1. Public Entity (Grantee) name, address and contact person:

City of Wayzata
600 Rice Street
Wayzata, MN 55391

Contact: Mike Kelly, P.E.

2. Project(s):

Name of Project (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 027-597-007	\$1,025,435.50	\$157,475.50	October 23, 2015

3. Total Amount of LBRP Grant for all projects under this Agreement: \$1,025,435.50
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Completion Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions
Exhibit G	Jobs Reporting

5. Additional requirements, if any:
6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

CITY OF WAYZATA (GRANTEE)

By: Ken Willcox

Title: Mayor

Date:_____

By: Heidi Nelson

Title: City Manager

Date:_____

DEPARTMENT OF TRANSPORTATION

By:_____

Title: State Aid Program Engineer

Date:_____

OFFICE OF CONTRACT MANAGEMENT

By: _____

Contract Administrator

Date:_____

EXHIBIT A**SOURCES AND USES OF FUNDS SCHEDULE**

(Complete a different schedule for each project. For the first project label it A-1; for the second project label it A-2; etc.)

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP	
LBRP Grant	<u>\$1,025,435.50</u>	Grant Funds:	
		<u>Construction</u>	<u>\$1,025,435.50</u>
Other:			\$
<u> </u>	\$ <u> </u>		\$ <u> </u>
<u>—</u>			\$ <u> </u>
<u> </u>	\$ <u> </u>		\$ <u> </u>
<u>—</u>			\$ <u> </u>
<u> </u>	\$ <u> </u>		\$ <u> </u>
<u>—</u>			
Subtotal	<u>\$1,025,435.50</u>	Subtotal	<u>\$1,025,435.50</u>
Public Entity Funds:		Items paid for with Non-	
Matching Funds	\$ <u> </u>	LBRP Grant Funds:	
		<u>Construction</u>	<u>\$157,675.50</u>
Other:			\$
<u>Local</u>	<u>\$157,675.50</u>		\$ <u> </u>
<u>—</u>			\$ <u> </u>
<u> </u>	\$ <u> </u>		\$ <u> </u>
<u>—</u>			\$ <u> </u>
<u> </u>	\$ <u> </u>		
<u>—</u>			
Subtotal	<u>\$ 157,675.50</u>	Subtotal	<u>\$ 157,675.50</u>

TOTAL FUNDS	<u>\$1,183,111.00</u>	=	TOTAL PROJECT COSTS
			<u>\$1,183,111.00</u>

EXHIBIT B

PROJECT COMPLETION SCHEDULE

(Provide a different schedule for each project. Label each project to correspond with the project as listed in Exhibit A; e.g., B-1, B-2, etc.)

Bid Opening – November 18, 2014

Construction Start – July 6, 2015

Construction End – October 2, 2015

Project Completion – October 23, 2015

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION (Complete only one Certification for all projects)

State of Minnesota General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the City of Wayzata, County of Hennepin, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20____; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: March 17, 2015

City of Wayzata
a political subdivision of the State of Minnesota

By: _____
Name: Ken Willcox
Title: Mayor

By: _____
Name: Heidi Nelson
Title: City Manager

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

SAP 027-597-007

The Ferndale Road West Bridge over the Peavey Channel of Lake Minnetonka in the City of Wayzata, Minnesota lying within the following described corridor of Ferndale Road West. Beginning at the intersection of Shoreline Drive (County State Aid Highway 15) and Ferndale Road West in the City of Wayzata; thence easterly along the centerline of Ferndale Road West to its intersection with Pillsbury Drive and there terminating.

EXHIBIT D

GRANT APPLICATION

(Attach the grant application for each project and label each application to correspond with the projects listed in Exhibit A; e.g., D-1, D-2, etc.)

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS (Applicable to each project.)

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LBRP Grant” - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LBRP” - means the Local Bridges Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LBRP Grant” - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

“Public Entity” - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) preliminary engineering and environmental studies authorized under Minn. Stat. Sec. 174.50, subdiv. 6a, (iii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iv) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented

- by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.
- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
 - I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
 - J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
 - K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
 - L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
 - M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
 - N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
 - O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
 - P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
 - Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP

Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.50 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LBRP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

**Article III
COMPLIANCE WITH MINN. STAT. SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as “bond proceeds” under Section 148 of the Code (including “investment proceeds,” “invested sinking funds” and “replacement proceeds”) in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Code Section 148.
- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order. If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 The Advances. MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in

Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (i) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 Additional Funds. If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be

anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 Condition Precedent to Any Advance. The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 Processing and Disbursement of Advances. The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 Construction Inspections. The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.50 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The

Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. Secs. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Jobs Reporting Requirements.** Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Exhibit G** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained where the jobs are located and the pay ranges of the jobs.

Section 5.26 **American-Made Steel.** Minnesota Laws 2014, chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

EXHIBIT G**MINNESOTA REPORT ON JOBS**

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The State Entity's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
 - (i) less than \$10.00,
 - (ii) \$10.01 to \$15.00,
 - (iii) \$15.01 to \$20.00,
 - (iv) \$20.01 to \$25.00,
 - (v) \$25.01 to \$30.00,
 - (vi) \$30.01 to \$35.00,
 - (vii) \$35.01 to \$40.00, or
 - (viii) more than \$40.00.

(15) Jobs.

- a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
- b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
- c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.



APPLICATION FOR BRIDGE FUNDS

State Transportation Fund Grants and Town Bridge Funds

State of Minnesota - Department of Transportation
State Aid for Local Transportation

Identification	Project Number	027-597-007		Old Bridge Number	L8855	
	New Bridge No.	27B70		Over	Peavey Channel	
	County of	Hennepin		Road or Street No.		
	Municipality of	Wayzata		Road or Street Name	Ferndale Road	
	Township of			Proposed Const Year	2013	
Eligibility	Bridge Sufficiency Rating: <u>49.2</u>			Is this bridge hydraulically deficient? ☐ Yes ☒ No		
	Adequacy Status from Structure Inventory ☒ Structurally Deficient ☐ Functionally Obsolete ☐ Adequate					
	Date of Council/Board action prioritizing this bridge: <u>September 20, 2011</u>					
	Is this a road-in-lieu of bridge project?			☐ Yes ☒ No		
Prioritization	Is the bridge on a private approach and within the public right-of-way?			☐ Yes ☒ No		
	Will completion of this project effectively eliminate a deficiency in the transportation system?			☒ Yes ☐ No		
	How many people are affected by this deficiency? <u>~400</u> What is the ADT on this bridge? <u>390</u>					
	Describe the economic importance of replacing this bridge. <u>The Peavey Channel bridge provides access via a direct east-west connection to the City's downtown from County Road 15 and provides a scenic drive for tourists visiting the community.</u>					
	Will this project adversely affect optimum land use or cause other planning concerns?			☐ Yes ☒ No		
	Have federal-aid funds been applied for on this project?			☐ Yes ☒ No		
Cost Estimate	Is the road designated or planned to be designated as a Minimum Maintenance road?			☐ Yes ☒ No		
	(Attach additional sheets for explanation if necessary)					
		Eligible Amount		Ineligible Amount		
	Structure Costs	\$ 600,000		\$ 20,000		
	Approach Costs	\$		\$ 100,000		
	Engineering Costs	\$		\$ 65,000		
	Total Costs	\$600,000		\$ 185,000		
Total Project Cost				\$ 785,000		
DSAE	County/City Engineer			<u>4/18/13</u> Date		
	DISTRICT STATE AID ENGINEER RECOMMENDATION Replace ☒ Defer ☐ <u>for</u> District State Aid Engineer Signature <u>6/18/13</u> Date					
Approval	STATE AID USE ONLY			Federal-Aid \$		
				State-Aid \$		
				Local/Other \$		
				Town Bridge \$		
				Unallocated Town Bridge \$		
				State Bridge Funds \$		
Total			\$			
SR < 80 and FO or SD? ☐ Yes ☐ No OR Hydraulically deficient? ☐ Yes ☐ No						

**CITY OF WAYZATA
RESOLUTION NO. 36-2011**

RESOLUTION CREATING A PRIORITIZED BRIDGE REPLACEMENT LIST

WHEREAS, the City of Wayzata has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supplied by local citizenry and local units of government; and

WHEREAS, the City of Wayzata has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five years;

NOW, THEREFORE BE IT RESOLVED that the following deficient bridges are high priority and the City of Wayzata intends to replace, rehabilitate, or remove these bridges as soon as possible when funds are available,

Old Bridge Number	Road Number or Name	Total Project Cost	Township or State Bridge Funds	Federal Funds	Local or State Aid Funds	Proposed Construction Year
L8855	Ferndale Road	\$785,000	\$600,000		\$185,000	2013

FURTHERMORE, the City of Wayzata does hereby request authorization to replace, rehabilitate, or remove such bridges.

Adopted by the Wayzata City Council this 20th day of September, 2011.



Mayor Kenneth Willcox

ATTEST:



City Manager Allan Orsen

ACTION ON THIS RESOLUTION:

Motion for adoption: Tanner

Seconded by: Amdal

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

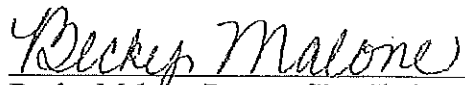
Voted against: None

Abstained: None

Absent: None

Resolution: Adopted.

I hereby certify that the foregoing is a true and correct copy of Resolution No. 36-2011 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on September 20, 2011.



Becky Malone, Deputy City Clerk

SEAL

Mn/DOT Structure Inventory Report

Bridge ID: L8855 FERNDAL (MUN 75) over PEAHEY CHANNEL

Date: 05/14/2013

+ GENERAL +		+ ROADWAY +		+ INSPECTION +	
Agency Br. No. 34		Bridge Match ID (TIS) 1		Deficient Status S.D.	
District METRO Maint. Area		Roadway O/U Key 1-ON		Sufficiency Rating 49.2	
County 27 - HENNEPIN		Route Sys/Nbr MUN 75		Last Inspection Date 01-09-2012	
City WAYZATA		Roadway Name or Description		Inspection Frequency 12	
Township		MUN 75		Inspector Name WAYZATA	
Desc. Loc. 0.8 MI E OF JCT CSAH 15		Roadway Function MAINLINE		Structure A-OPEN	
Sect., Twp., Range 01 - 117NN - 23W		Roadway Type 2 WAY TRAF		+ NBI CONDITION RATINGS +	
Latitude 44d 57m 50.00s		Control Section (TH Only)		Deck	4
Longitude 93d 32m 14.38s		Ref. Point (TH Only)		Superstructure	4
Custodian CITY		Date Opened to Traffic		Substructure	4
Owner CITY		Detour Length 1 mi.		Channel	5
Inspection By CITY OF WAYZATA		Lanes 2 Lanes ON Bridge		Culvert	N
BMU Agreement		ADT (YEAR) 390 (1986)		+ NBI APPRAISAL RATINGS +	
Year Built 1916		HCA DT		Structure Evaluation	4
Year Fed Rehab		Functional Class. URBAN LOCAL		Deck Geometry	4
Year Remodeled		+ RDWY DIMENSIONS +		Underclearances	N
Temp		If Divided NB-EB SB-WB		Waterway Adequacy	6
Plan Avail. MUNICIPAL		Roadway Width 20.0 ft		Approach Alignment	6
+ STRUCTURE +		Vertical Clearance		+ SAFETY FEATURES +	
Service On HIGHWAY		Max. Vert. Clear.		Bridge Railing	0-SUBSTANDARD
Service Under STREAM		Horizontal Clear.		GR Transition	0-SUBSTANDARD
Main Span Type CONC SLAB SPAN		Lateral Clr. - L/Rt		Appr. Guardrail	0-SUBSTANDARD
Main Span Detail		Appr. Surface Width 22.0 ft		GR Termini	N-NOT REQUIRED
Appr. Span Type		Roadway Width 20.0 ft		+ IN DEPTH INSP. +	
Appr. Span Detail		Median Width		Frac. Critical	
Skew		+ MISC. BRIDGE DATA +		Underwater	
Culvert Type		Structure Flared NO		Pinned Asbly.	
Barrel Length		Parallel Structure NONE		Spec. Feat.	
Number of Spans		Field Conn. ID		+ WATERWAY +	
MAIN: 1 APPR: 0 TOTAL: 1		Cantilever ID		Drainage Area	
Main Span Length 18.0 ft		Foundations		Waterway Opening	224 sq ft
Structure Length 20.6 ft		Abut. CONC - FTG PILE		Navigation Control	NO PRMT REQD
Deck Width 23.6 ft		Pier N/A		Pier Protection	
Deck Material C-I-P CONCRETE		Historic Status NOT ELIGIBLE		Nav. Vert./Horz. Clr.	
Wear Surf Type BITUMINOUS		On - Off System OFF		Nav. Vert. Lift Bridge Clear.	
Wear Surf Install Year		+ PAINT +		MN Scour Code	I-LOW RISK
Wear Course/Fill Depth 0.25 ft		Year Painted	Pct. Unsound	Scour Evaluation Year	1992
Deck Membrane NONE		Painted Area		+ CAPACITY RATINGS +	
Deck Protect. N/A		Primer Type		Design Load	UNKN
Deck Install Year		Finish Type		Operating Rating	HS 25.20
Structure Area 486 sq ft		+ BRIDGE SIGNS +		Inventory Rating	HS 16.70
Roadway Area 409 sq ft		Posted Load	NOT REQUIRED	Posting	
Sidewalk Width - L/R		Traffic	NOT REQUIRED	Rating Date	05-01-1974
Curb Height - L/R		Horizontal	OBJECT MARKERS	Mn/DOT Permit Codes	
Rail Codes - L/R 36 36		Vertical	NOT APPLICABLE	A: N	B: N C: N

V225

CITY OF WAYZATA



PLANNING DEPARTMENT

MEMORANDUM

To: City Council
From: Bryan Gadow, Director of Planning and Building
Date: March 12, 2015
Re: Outdoor Sidewalk Café Operations Policy

This week, staff was approached by a few restaurant owners asking if they could put out and use their outdoor sidewalk café furniture prior to April 1st, given the warmer weather that we are experiencing. Some of the business owners have related that doing this earlier than normal would also help offset the impacts of the Bushaway Road construction on their business.

Currently, the City Code regarding Outdoor Sidewalk Cafes does not set a specific date as to when the outdoor patio season may commence. However, it does require that for sidewalk cafes on City sidewalk with an approved conditional use permit, “No storage of furniture on sidewalk shall be allowed between the months of October and April”. Staff believes the primary intent of this section is that sidewalk furniture should not be stacked and stored on City sidewalk during the winter months. However, Staff has also inferred from this language that the actual set up and operation of a sidewalk café should not begin before April 1st.

Several business owners who hold the Outdoor Sidewalk Café CUPs are requesting that the City Council consider a policy change that would provide the City with the discretion to allow the outdoor sidewalk café season to begin before April 1st, weather depended.

In light of this request, staff has put together a draft policy statement for the City Council’s consideration that would provide direction and authority for the City Manager to allow outdoor sidewalk cafes CUP holders to begin operations prior to April 1st, if the weather and public safety requirements allow for such operations. Under the draft policy, if an outdoor sidewalk café is allowed to operate early, the café owner would be responsible to remove snow from the sidewalk within 24 hours and/or remove the café furniture from the sidewalk upon notice of the City Manager.

Attachments:

- Draft Resolution 16-2015 Outdoor Sidewalk Café Operations Policy

DRAFT - RESOLUTION NO. 16- 2015

RESOLUTION ON OUTDOOR SIDEWALK CAFÉ OPERATIONS

WHEREAS, Chapter 801 of the City Code (the “Zoning Ordinance”) authorizes outdoor sidewalk cafes as a conditional accessory use (“Outdoor Sidewalk Cafés”), provided certain requirements are met; and

WHEREAS, the City of Wayzata has historically allowed Outdoor Sidewalk Cafés to commence operations no earlier than April 1 of each year, based on seasonal conditions and the requirement of the Zoning Ordinance for such conditional use that precludes the storage of furniture on sidewalks between the months of October and April; and

WHEREAS, the City of Wayzata wishes to promote a vibrant and engaging retail, restaurant and business environment in its downtown core, and allow business owners to take advantage of temperate weather when it occurs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota, that the City Manager is authorized to permit the operations of Outdoor Sidewalk Cafes that hold all necessary conditional use permits and business licenses from the City at such dates deemed appropriate by the City Manager, based on weather conditions and any other factors related to public health, safety and welfare, and City operations;

BE IT FURTHER RESOLVED that operators of Outdoor Sidewalk Cafes operating as permitted by the City Manager hereunder prior to April 1st in any given year must agree in writing, prior to commencing any operations, to be financially and functionally responsible for removing snow from the sidewalk within the area covered by their conditional use permit within twenty four (24) hours of any snow event, and to remove all furniture and other items from the sidewalk upon notice by the City Manager.

Adopted by the Wayzata City Council this _____ day of _____ 2015.

Ken Willcox, Mayor

ATTEST:

Heidi Nelson, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution Adopted

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on _____, 2015.

Becky Malone, Deputy City Clerk

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