

WAYZATA CITY COUNCIL MEETING AGENDA
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, January 17, 2017

WORKSHOP TOPICS FOR DISCUSSION:

1. Telecom Update (5:30 PM)
2. Honors Plaza Discussion (6:00 PM or immediately following)

7:00 PM - CITY COUNCIL MEETING

ITEM	DESCRIPTION	PRESENTER	DK	ST	KW	JM	AP	VOTE	PAGE #
1	Call to Order								
2	Pledge of Allegiance								
3	Roll Call								
4	Approve Agenda								
5	Public Forum - 15 Minutes (3 min/person)								
a.	Presentation of Planning Commission, Heritage Preservation Board, Parks & Trails Board, and Communications Board Service Awards	Willcox							
b.	Presentation of Wayzata Chamber of Commerce Exceptional Service Award to "Wayzata Home Laundry"	Becky Pierson							
c.	Chilly Open Update	Becky Pierson							
6	New Agenda Items (3 min/councilmember) - 1. Councilmember suggest item to add; 2. Must be seconded by another Councilmember; 3. Determine staff resources, scheduling & timeframe; 4. Discuss & vote to add to future agenda								
a.									
7	Consent Agenda								3
a.	Approval of City Council Regular Meeting Minutes of January 3, 2017								
b.	Approval of Check Register								
c.	Municipal Licenses Which Received Administrative Approval (Informational Only)								
d.	Police Activity Report								
e.	Building Activity Report								
f.	Approval of 5:30 pm on April 4, 2017 as the Date for the 2017 Local Board of Appeal and Equalization Meeting								
g.	Approval of Resolution No. 05-2017 Authorizing Residential Recycling Grant Agreement with Hennepin County								
h.	Approval of Resolution No. 04-2017 Approving a Heritage Preservation Board Appointment								
i.	Approval of Lease Agreement for 2017 with Wayzata Historical Society for the Wayzata Depot at 402 Lake Street E.								
j.	Approval of LMCD Community Room Agreement and Cable TV Video Production Studio License Agreement for 2017								
k.	Approval of Resolution No. 03-2017 Restricting Parking on a Portion of Walker Avenue S.								
l.	Authorize Ad for Bid for 2017 Sanitary Sewer Lining Project								
8	New Business								
a.	Presentation of 2016 City of Wayzata Annual Report	Dahl							68
b.	Consider First Reading of Ordinance #767 to Amend Chapter 205 and Chapter 504 (Off-sale of 3.2 Percent Malt Liquor) of Wayzata City Code	Dahl							97
c.	Consider Resolution No. 06-2017 Approving CUP for Blue Water Theatre	Thomson							100
9	City Manager's Report and Discussion Items								
10	Public Forum (as necessary)								
11	Adjournment								

Meeting Rules of Conduct:

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

Upcoming Meetings:

City Council - February 7 & 21, 2017
Planning Commission - February 6 & 27, 2017

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
January 3, 2017

AGENDA ITEM 1. Call to Order and Roll Call.

Mayor Willcox called the meeting to order at 7 p.m. Council Members present: Koch, McCarthy, Plechash, and Tyacke. Also present: City Manager Dahl, City Attorney Schelzel, and Director of Planning and Building Thomson.

AGENDA ITEM 2. Approve Agenda.

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

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

a. Oath of Office – Mayor Willcox, and Councilmembers Dan Koch and Alex Plechash
City Manager Dahl administered the oath of office to Councilmembers Dan Koch and Alex Plechash, and Mayor Willcox.

b. Commissioner Jan Callison to Provide Annual Hennepin County Update

Jan Callison, Hennepin County Commissioner, provided an update on five legislative priorities for 2017. These include child protection, MNsure, safety and health services, mental and chemical health, and the transportation system. As part of the bonding bill, they are also asking for State assistance to construct a new regional medical examiner's facility.

Mr. Willcox inquired if HCMC was going to change its name, if sports grants were still available, and if there are any proposed changes to the library system. Commissioner Callison responded HCMC has proposed to remove the word County from its name to make it Hennepin Medical Center, but it has not been approved. Sports grants come from revenue from the Twin's stadium, and monies are still available. Regarding the library, there will be some funding changes that will result in some financial restraint, and the Ridgedale library will be closed for updates beginning in the spring.

Mr. Willcox thanked Commissioner Callison for her work with Bushaway Road.

AGENDA ITEM 4. New Agenda Items.

None.

AGENDA ITEM 5. Consent Agenda.

Mr. Tyacke referred page 4, line 14 of the Council Minutes for December 20, 2016, and stated it should read, "standards require 80 percent retail on the first floor for properties on Lake Street that are east of Barry Avenue, ~~which is where this property is located~~ which is not applicable to this property."

Mr. Tyacke referred to page 38 of the meeting packet, under Services to be Rendered. He inquired if it is understood that the response time to Orono is different than it is for Wayzata, or if it should be clarified. City Manager Dahl responded it has not been a problem and Orono on average receives just as good response times as Wayzata.

Mr. Plechash commented the response time to some of the areas in Orono are shorter than some areas in Wayzata and that is why Wayzata is servicing Orono.

City Attorney Schelzel pointed out the response time is not specifically defined in the contract, and he is not concerned with it being a problem.

Mr. Plechash requested items (d) and (e) be removed from Consent and voted on separately as they are a conflict of interest to him and his work with the Fire Department.

Mrs. McCarthy requested item (f) be pulled from Consent for a separate vote.

Mr. Koch referred to page 38 of the meeting packet, under Compensation, and inquired if there was a standard formula for a shared services agreement.

Kevin Klapprich, Wayzata Fire Chief, 208 Barry Avenue South, commented with this shared contract, the expenses are averaged out over three years, and the percentage of calls that take place in the shared city is what that city pays to Wayzata.

Mr. Tyacke made a motion, seconded by Mr. Plechash, to approve the amended consent agenda that includes items (a) through (c), and the revised City Council Regular Meeting Minutes:

- a. Approval of City Council Special Workshop Meeting Minutes of December 20, 2016 and amended City Council Regular Meeting Minutes of December 20, 2016
- b. Approval of Check Register
- c. Municipal Licenses Which Received Administrative Approval (Informational Only)
- d. ~~Approval of Resolution No. 02-2017 Approving Appointment of Fire Department Officers for 2017~~
- e. ~~Approval of Fire Service Contract for 2017 with the City of Orono~~
- f. ~~Approval of Second Reading of Ordinance No. 766 Rezoning Property at 105 Lake Street East to PUD Planned Unit Development~~

Mr. Dahl pointed out the first payment of just over \$500,000 was made to Adolfson and Peterson for the parking ramp.

The motion carried 5/0.

d. Approval of Resolution No. 02-2017 Approving Appointment of Fire Department Officers for 2017

e. Approval of Fire Service Contract for 2017 with the City of Orono

Mrs. McCarthy made a motion, seconded by Mr. Tyacke, to adopt Resolution No. 02-2017 Approving Appointment of Fire Department Officers for 2017 and Approval of Fire Service Contract or 2017 with the City of Orono. The motion carried 4/0/1 (Plechash abstained).

f. Approval of Second Reading of Ordinance No. 766 Rezoning Property at 105 Lake Street East to PUD Planned Unit Development

Mr. Tyacke made a motion, seconded by Mr. Koch, to approve the Second Reading of Ordinance No. 766 Rezoning Property at 105 Lake Street East to PUD Planned Unit Development. Upon roll call vote with Koch, Tyacke, Willcox, and Plechash voting yes, and McCarthy voting no, the motion carried 4/1.

AGENDA ITEM 6. New Business.

a. Bushaway Road Trail Snow Removal Discussion

Director of Public Service Dudinsky reported historically trails in the City have not been maintained. Hennepin County is favorable to the City removing snow on the sidewalk/trail on Bushaway Road from Wayzata Boulevard South to McGinty Road. They do not want it removed from McGinty Road South to the Gray's Bay bridge because the trail is closed in two areas that make it unsafe for pedestrians.

Mr. Dudinsky highlighted the Parks Department winter duties priority list. He stated if the Council chooses to add Bushaway Road sidewalk/trail to its Snow Route Map, staff recommends it be added to the end of the Parks winter duties priority list. This means that snow removal along Bushaway Road sidewalk/trail will take place no sooner than the second day after a snow event of two or more inches.

Mrs. McCarthy inquired if the cantilever area of the road can handle the weight of the snow removal equipment. Mr. Dudinsky confirmed that area can handle the weight of the equipment.

Mrs. McCarthy inquired what measures were in place to keep people from falling into the lake in areas where the sidewalk is closed. Mr. Dudinsky stated there is some temporary fencing put up by the County. The sidewalks are also marked and barricaded as closed.

Mr. Tyacke inquired about the maintenance plan regarding plowing for Bushaway Road. Mr. Dudinsky stated it is part of the plan to have this trail plowed when the project is completed. Other trails in the City have not historically been plowed.

Mr. Willcox inquired about plowing only the northern stretch of Bushaway to McGinty and if it will cause people to walk in the street where the plowing ended. Mr. Dudinsky commented people have called to request it be plowed.

Mr. Plechash inquired why this area is considered a trail instead of a sidewalk. Mr. Dudinsky responded it is interconnected with the Minnetonka trail system.

Mr. Willcox inquired how it will affect the budget and requested information be posted to remind people which parts of the trail are closed. Mr. Dudinsky stated it will take about 10½ hours with two different operators, but will not have a significant impact on the budget. He will put information on the website regarding the trail closures on Bushaway Road. Mrs. McCarthy requested signs be posted at the north end of the trail that shows the trail ahead is closed.

b. Consider Resolution No. 01-2017 Designating Appointments and Assignments for 2017

City Manager Dahl reported on the 2017 Appointments and Assignments. They are as follows: Steven Tyacke - Mayor Pro Tem; Daniel Baasen - LMCD Board of Directors; Best & Flanagan (David Schelzel) – City Attorney; Jeffrey W. Lambert, PA – Prosecuting Attorney; Hennepin County (City of Minnetonka) – Health Officer; *Lakeshore Weekly News* – Official Newspaper; Kurt Klapprich – Assistant Weed Inspector; Becky Malone – Responsible Authority; Rolf Erickson with Southwest Assessing – Residential Property Inspector; Hennepin County Assessor’s Office – Assessor for Commercial, Industrial, Utility and Apartment, and the “Promenade of Wayzata” Properties; Mayor Ken Willcox, Kathy Coward, and Andrew Mullin – City Representatives on Lake Effect Team; Jeff Thomson - Lake Effect Lead Staff Person; Anchor Bank, UBS Financial Services, Morgan Stanley Smith Barney, League of MN Cities 4M Fund and 4M Plus, Wells Fargo Bank, N.A. – Official Depositories.

Mr. Dahl explained the objective of the Conservancy/Lake Effect team is to make sure the City and Conservancy are walking down the same path. The agreement states there will be at least one meeting per year that reports on what was accomplished in the year past and the goals for the upcoming year.

After discussion, the Council agreed to have Mr. Tyacke, Mr. Willcox, and Mr. Dahl be City representatives on the Lake Effect team and Mr. Thomson as the Lake Effect lead staff person.

Mr. Plechash made a motion, seconded by Mr. Koch, to adopt Resolution No. 01-2017 Designating the City Appointments and Assignments for 2017, as revised. The motion carried 5/0.

AGENDA ITEM 7. City Manager’s Report and Discussion Items.

a. Welcome New Councilmembers

City Manager Dahl welcomed Councilmembers Koch and Plechash to the City Council.

b. Miscellaneous

City Manager Dahl announced City Engineer Mike Kelly was recently awarded the Chamber Star Award due to his efforts on the Bushaway Project.

Becky Pierson, Wayzata Chamber President, commented they appreciate Mr. Kelly’s no nonsense approach and he is appreciated by many in the Wayzata community.

Mr. Willcox thanked the Chamber for their work with all the events that took place in December.

AGENDA ITEM 8. Public Forum Continued (as necessary).

None.

1 **AGENDA ITEM 9. Adjournment.**

2 Mr. Tyacke made a motion, seconded by Mr. Koch to adjourn. There being no further business,
3 Mayor Willcox adjourned the meeting at 7:56 p.m.

4
5 Respectfully submitted,

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7
8
9 Becky Malone
10 Deputy City Clerk

11
12 Drafted by Shannon Schmidt
13 *TimeSaver Off Site Secretarial, Inc.*

DRAFT

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December 2016

			Check Amt	Invoice	Comment
10100 Anchor Bank					
Paid Chk#	104654	12/30/2016	ABSOLUTE MECHANICAL		
E 101-41940-404	Repairs/Maint - Machin/Equip		\$221.00	7429	FD REPAIRS
E 101-41940-404	Repairs/Maint - Machin/Equip		\$822.00	7430	PD REPAIRS
	Total ABSOLUTE MECHANICAL		\$1,043.00		
Paid Chk#	104655	12/30/2016	ARTISAN BEER COMPANY		
E 640-47000-253	Beer For Resale		\$1,017.90	3146232	BEER
E 640-47000-253	Beer For Resale		\$435.40	3149209	BEER
E 640-48000-253	Beer For Resale		(\$120.00)	369068	BEER
	Total ARTISAN BEER COMPANY		\$1,333.30		
Paid Chk#	104656	12/30/2016	BAGY JO, INC.		
E 640-47000-306	Personnel Expense		\$138.52	16265	STORE UNIFORM SHIRTS
	Total BAGY JO, INC.		\$138.52		
Paid Chk#	104657	12/30/2016	BELLBOY BAR SUPPLY CORP.		
E 640-47000-251	Liquor For Resale		\$366.92	56811400	LIQUOR
E 640-47000-259	Freight		\$10.19	56811400	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,310.61	56936200	LIQUOR
E 640-47000-259	Freight		\$18.29	56936200	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		(\$46.00)	94989200	MISC.BEV.
E 640-47000-251	Liquor For Resale		\$84.00	9510400	LIQUOR
E 640-47000-259	Freight		\$2.39	9510400	FREIGHT
	Total BELLBOY BAR SUPPLY CORP.		\$1,746.40		
Paid Chk#	104658	12/30/2016	BERNICK'S WINE		
E 640-47000-254	Soft Drinks/Mix For Resale		\$70.40	334934	MISC.MIX
E 640-47000-253	Beer For Resale		\$91.70	334935	BEER
E 640-47000-253	Beer For Resale		(\$29.60)	334936	BEER
E 640-47000-254	Soft Drinks/Mix For Resale		\$26.35	336052	MISC.MIX
E 640-47000-253	Beer For Resale		\$124.40	336053	BEER
	Total BERNICK'S WINE		\$283.25		
Paid Chk#	104659	12/30/2016	BIG PICTURE PRESS, LLC		
E 640-47000-254	Soft Drinks/Mix For Resale		\$100.00	1783	MISC.MDSE.
	Total BIG PICTURE PRESS, LLC		\$100.00		
Paid Chk#	104660	12/30/2016	BOURGET IMPORTS		
E 640-47000-252	Wine For Resale		\$264.00	138551	WINE
E 640-47000-259	Freight		\$4.50	138551	FREIGHT
	Total BOURGET IMPORTS		\$268.50		
Paid Chk#	104661	12/30/2016	BREAKTHRU BEVERAGE		
E 640-48000-252	Wine For Resale		\$224.70	1080571401	WINE
E 640-47000-254	Soft Drinks/Mix For Resale		\$45.45	1080571434	MISC.BEV.
E 640-47000-252	Wine For Resale		\$2,043.32	1080571435	WINE
E 640-47000-259	Freight		\$65.97	1080571435	FREIGHT
E 640-47000-251	Liquor For Resale		\$4,179.83	1080571436	LIQUOR
E 640-47000-259	Freight		\$37.94	1080571436	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$264.90	1080573788	MISC.MIX
E 640-47000-252	Wine For Resale		\$272.00	1080573789	WINE
E 640-47000-259	Freight		\$2.90	1080573789	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,554.18	1080573790	LIQUOR
E 640-47000-259	Freight		\$12.44	1080573790	FREIGHT
E 640-48000-252	Wine For Resale		\$190.22	1080574826	WINE
	Total BREAKTHRU BEVERAGE		\$8,893.85		

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December 2016

			Check Amt	Invoice	Comment
Paid Chk#	104662	12/30/2016	BREAKTHRY BEVERAGE BEER		
E 640-48000-253	Beer For Resale		\$313.00	1090652275	BEER
E 640-47000-253	Beer For Resale		\$1,662.80	1090652378	BEER
E 640-47000-253	Beer For Resale		\$101.40	1090652379	BEER
E 640-47000-253	Beer For Resale		\$53.20	1090652380	BEER
E 640-47000-253	Beer For Resale		\$2,493.65	1090654473	BEER
E 640-47000-253	Beer For Resale		\$25.50	1090654474	BEER
E 640-48000-253	Beer For Resale		\$246.00	1090654689	BEER
Total	BREAKTHRY BEVERAGE BEER		\$4,895.55		
Paid Chk#	104663	12/30/2016	CASH - ANCHOR BANK		
G 640-10150	ATM		\$5,000.00	ATM FILL	ATM FILL
Total	CASH - ANCHOR BANK		\$5,000.00		
Paid Chk#	104664	12/30/2016	CINTAS CORPORATION		
E 640-48500-210	Operating Supplies (GENERAL)		\$46.84	5006845233	SUPPLIES
Total	CINTAS CORPORATION		\$46.84		
Paid Chk#	104665	12/30/2016	CITY VIEW PLUMBING & HEATING		
E 640-48000-401	Repairs/Maint Buildings		\$150.56	45432	KITCHEN DRAIN REPAIRS
Total	CITY VIEW PLUMBING & HEATING		\$150.56		
Paid Chk#	104666	12/30/2016	CLAREY S SAFETY EQUIPMENT		
E 101-42200-240	Small Tools and Minor Equip		\$380.00	169558	FD TOOLS & EQUIPMENT
E 101-42200-240	Small Tools and Minor Equip		\$2,292.00	169559	FD TOOLS & EQUIPMENT
E 101-42200-306	Personnel Expense		\$2,430.00	169560	FD TOOLS & EQUIPMENT
E 101-42200-217	Uniforms		\$1,903.00	169561	FD TOOLS & EQUIPMENT
Total	CLAREY S SAFETY EQUIPMENT		\$7,005.00		
Paid Chk#	104667	12/30/2016	COCA-COLA		
E 640-47000-254	Soft Drinks/Mix For Resale		\$182.80	3601202118	MISC.BEV.
Total	COCA-COLA		\$182.80		
Paid Chk#	104668	12/30/2016	COZZINI BROS., INC.		
E 640-48500-415	Other Equipment Rentals		\$52.03	C3389246	KNIFE EXCHANGE
Total	COZZINI BROS., INC.		\$52.03		
Paid Chk#	104669	12/30/2016	CUSTOM FIRE APPARATUS, INC.		
E 101-42200-240	Small Tools and Minor Equip		\$420.32	0017393	FD TOOLS
Total	CUSTOM FIRE APPARATUS, INC.		\$420.32		
Paid Chk#	104670	12/30/2016	DAHLHEIMER DISTRIBUTING CO.		
E 640-47000-253	Beer For Resale		\$820.30	1228883	BEER
E 640-48000-253	Beer For Resale		\$205.00	1228884	BEER
E 640-47000-253	Beer For Resale		\$704.90	137479	BEER
Total	DAHLHEIMER DISTRIBUTING CO.		\$1,730.20		
Paid Chk#	104671	12/30/2016	DENNYS 5TH AVENUE BAKERY		
E 640-48500-255	FOODIngredients For Resale		\$131.86	639510	FOOD
E 640-48500-255	FOODIngredients For Resale		\$86.93	640006	FOOD
E 640-48500-255	FOODIngredients For Resale		\$68.78	640482	FOOD
E 640-48500-255	FOODIngredients For Resale		\$126.73	640714	FOOD
Total	DENNYS 5TH AVENUE BAKERY		\$414.30		
Paid Chk#	104672	12/30/2016	DIRECTV		
E 640-48000-415	Other Equipment Rentals		\$319.54	30266498185	SERVICE
Total	DIRECTV		\$319.54		
Paid Chk#	104673	12/30/2016	DIVERSIFIED ELECTRIC INC.		

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			Check Amt	Invoice	Comment
E 237-40000-540	Equipment		\$2,963.90	1395	FD AIR COMPRESSOR
E 101-41940-401	Repairs/Maint Buildings		\$1,851.67	1403	CITY HALL
E 101-41940-404	Repairs/Maint - Machin/Equip		\$112.50	1404	DEPOT
E 640-47000-404	Repairs/Maint - Machin/Equip		\$1,273.05	1406	STORE & BAR REPAIRS/MAINT.
E 640-48000-404	Repairs/Maint - Machin/Equip		\$1,273.05	1406	STORE & BAR REPAIRS/MAINT.
E 640-47000-404	Repairs/Maint - Machin/Equip		\$721.00	1407	STORE & BAR REPAIRS/MAINT.
E 640-48000-404	Repairs/Maint - Machin/Equip		\$4,497.25	1408	STORE & BAR REPAIRS/MAINT.
Total DIVERSIFIED ELECTRIC INC.			\$12,692.42		
Paid Chk# 104674	12/30/2016	EMERGENCY RESPONSE SOLUTIONS			
E 101-42200-210	Operating Supplies (GENERAL)		\$1,248.22	7798	FD SUPPLIES
total EMERGENCY RESPONSE SOLUTIONS			\$1,248.22		
Paid Chk# 104675	12/30/2016	ENGINEERING PARTNERS			
E 101-42400-309	Contractual Services		\$5,200.00	16.292-1	PARKING RAMP RETAINING WALL DESIGN REVIEW
Total ENGINEERING PARTNERS			\$5,200.00		
Paid Chk# 104676	12/30/2016	ENKI BREWING COMPANY			
E 640-48000-253	Beer For Resale		\$330.00	6596	BEER
E 640-48000-253	Beer For Resale		(\$60.00)	CR1041	BEER
Total ENKI BREWING COMPANY			\$270.00		
Paid Chk# 104677	12/30/2016	FIRE CATT			
E 101-42200-240	Small Tools and Minor Equip		\$975.00	MN-5659	FD TOOLS
Total FIRE CATT			\$975.00		
Paid Chk# 104678	12/30/2016	FIRE EQUIPMENT SPECIALTIES INC			
E 101-42200-217	Uniforms		\$2,349.95	9509	FD UNIFORMS
E 101-42200-217	Uniforms		\$2,349.95	9514	FD UNIFORMS
E 101-42200-240	Small Tools and Minor Equip		\$1,685.00	9515	FD TOOLS
E 101-42200-210	Operating Supplies (GENERAL)		\$2,120.00	9516	FD SUPPLIES
Total FIRE EQUIPMENT SPECIALTIES INC			\$8,504.90		
Paid Chk# 104679	12/30/2016	FLAHERTY S HAPPY TYME CO.			
E 640-47000-254	Soft Drinks/Mix For Resale		\$57.00	33166	MISC.MIX
Total FLAHERTY S HAPPY TYME CO.			\$57.00		
Paid Chk# 104680	12/30/2016	G & K SERVICES			
E 640-48500-217	Uniforms		\$232.23	1013248812	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$237.65	1013260141	KITCHEN UNIFORMS & SUPPLIES
Total G & K SERVICES			\$469.88		
Paid Chk# 104681	12/30/2016	GRAINGER, INC.			
E 101-42200-210	Operating Supplies (GENERAL)		\$16.80	9314039844	FD SUPPLIES
Total GRAINGER, INC.			\$16.80		
Paid Chk# 104682	12/30/2016	GRAPE BEGINNINGS, INC.			
E 640-47000-259	Freight		\$2.25	14729	FREIGHT
E 640-47000-259	Freight		\$13.50	14781	FREIGHT
E 640-47000-252	Wine For Resale		\$432.00	MN00014729	WINE
E 640-47000-252	Wine For Resale		\$717.34	MN00014781	WINE
Total GRAPE BEGINNINGS, INC.			\$1,165.09		
Paid Chk# 104683	12/30/2016	HATZ, KIM			
E 630-40000-331	Mileage & Expense Account		\$126.36	REIMB.	MILEAGE 4TH QTR.2016
Total HATZ, KIM			\$126.36		
Paid Chk# 104684	12/30/2016	HERC-U-LIFT			
E 640-47000-404	Repairs/Maint - Machin/Equip		\$866.00	W296339	EQUIP.REPAIRS

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December 2016

			Check Amt	Invoice	Comment
E 640-47000-404	Repairs/Maint - Machin/Equip		\$143.36	W296368	EQUIP.REPAIRS
	Total HERC-U-LIFT		\$1,009.36		
Paid Chk# 104685	12/30/2016	HOBART SERVICE			
E 640-48500-404	Repairs/Maint - Machin/Equip		\$156.48	61064740	DISHWASHER REPAIR
	Total HOBART SERVICE		\$156.48		
Paid Chk# 104686	12/30/2016	HOHENSTEINS INC.			
E 640-47000-253	Beer For Resale		\$1,320.00	868657	BEER
	Total HOHENSTEINS INC.		\$1,320.00		
Paid Chk# 104687	12/30/2016	HOME DEPOT			
E 233-40000-210	Operating Supplies (GENERAL)		\$177.52		SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)		\$98.08		SUPPLIES
	Total HOME DEPOT		\$275.60		
Paid Chk# 104688	12/30/2016	JJ TAYLOR DISTRIBUTING OF MN			
E 640-48000-253	Beer For Resale		\$646.00	2594809	BEER
E 640-47000-253	Beer For Resale		\$3,989.00	2616750	BEER
E 640-47000-253	Beer For Resale		\$2,126.65	2616786	BEER
E 640-48000-253	Beer For Resale		\$691.00	2632751	BEER
E 640-48000-253	Beer For Resale		\$98.70	2632752	BEER
	Total JJ TAYLOR DISTRIBUTING OF MN		\$7,551.35		
Paid Chk# 104689	12/30/2016	JOHNSON BROS.-ST.PAUL			
E 640-47000-251	Liquor For Resale		\$1,662.31	5612852	LIQUOR
E 640-47000-259	Freight		\$13.72	5612852	FREIGHT
E 640-47000-252	Wine For Resale		\$1,408.40	5612853	WINE
E 640-47000-259	Freight		\$17.08	5612853	FREIGHT
E 640-47000-252	Wine For Resale		\$531.65	5615168	WINE
E 640-47000-259	Freight		\$4.06	5615168	FREIGHT
E 640-47000-252	Wine For Resale		\$157.68	5615357	WINE
E 640-47000-259	Freight		\$2.44	5615357	FREIGHT
E 640-47000-251	Liquor For Resale		\$3,060.81	5619193	LIQUOR
E 640-47000-259	Freight		\$18.92	5619193	FREIGHT
E 640-47000-252	Wine For Resale		\$4,878.10	5619194	WINE
E 640-47000-259	Freight		\$86.62	5619194	FREIGHT
E 640-47000-259	Freight		\$7.32	5619379	FREIGHT
E 640-47000-252	Wine For Resale		(\$3.45)	605329	WINE
E 640-47000-252	Wine For Resale		(\$12.41)	605330	WINE
E 640-47000-252	Wine For Resale		(\$125.37)	606267	WINE
E 640-47000-252	Wine For Resale		(\$1,178.84)	606268	WINE
E 640-47000-252	Wine For Resale		(\$879.04)	606269	WINE
E 640-47000-252	Wine For Resale		(\$1,198.25)	606270	WINE
	Total JOHNSON BROS.-ST.PAUL		\$8,451.75		
Paid Chk# 104690	12/30/2016	KARLSBURGER FOODS, INC.			
E 640-48500-255	FOODIngredients For Resale		\$339.55	000427314	FOOD
	Total KARLSBURGER FOODS, INC.		\$339.55		
Paid Chk# 104691	12/30/2016	LIBATION PROJECT			
E 640-47000-252	Wine For Resale		\$1,280.00	6704	WINE
E 640-47000-259	Freight		\$12.00	6704	FREIGHT
E 640-47000-252	Wine For Resale		\$460.00	6755	WINE
E 640-47000-259	Freight		\$4.50	6755	freight
	Total LIBATION PROJECT		\$1,756.50		
Paid Chk# 104692	12/30/2016	LIND, JODI			

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E 630-40000-331	Mileage & Expense Account		\$35.10	REIMB.	MILEAGE - 4TH QTR 2016
	Total LIND, JODI		\$35.10		
Paid Chk# 104693	12/30/2016	LOFFLER COMPANIES, INC.			
E 640-49100-540	Equipment		\$2,886.77	2394426	STORE COMPUTERS
	Total LOFFLER COMPANIES, INC.		\$2,886.77		
Paid Chk# 104694	12/30/2016	LUPINE BREWING COMPANY			
E 640-48000-253	Beer For Resale		\$100.00	2126	BEER
	Total LUPINE BREWING COMPANY		\$100.00		
Paid Chk# 104695	12/30/2016	M.AMUNDSON LLP			
E 640-47000-256	MISC.MDSE.RESALE		\$815.41	229450	CIGS
E 640-47000-256	MISC.MDSE.RESALE		\$905.32	229806	CIGS
	Total M.AMUNDSON LLP		\$1,720.73		
Paid Chk# 104696	12/30/2016	MARGRON SKOGLUND WINE IMPORTS			
E 640-47000-252	Wine For Resale		\$232.00	20020647	WINE
E 640-47000-259	Freight		\$5.00	20020647	FREIGHT
	tal MARGRON SKOGLUND WINE IMPORTS		\$237.00		
Paid Chk# 104697	12/30/2016	MEDIACOM			
E 610-49100-309	Contractual Services		\$1,620.00		WTP SERVICE
	Total MEDIACOM		\$1,620.00		
Paid Chk# 104698	12/30/2016	MOOD MEDIA			
E 640-48000-415	Other Equipment Rentals		\$103.67	52936759	SERVICE
	Total MOOD MEDIA		\$103.67		
Paid Chk# 104699	12/30/2016	NEW FRANCE WINE COMPANY			
E 640-47000-252	Wine For Resale		\$753.00	116303	WINE
E 640-47000-259	Freight		\$6.00	116303	FREIGHT
E 640-47000-252	Wine For Resale		\$1,067.00	116540	WINE
E 640-47000-259	Freight		\$19.50	116540	FREIGHT
	Total NEW FRANCE WINE COMPANY		\$1,845.50		
Paid Chk# 104700	12/30/2016	NORTHWESTERN FRUIT COMPANY			
E 640-48500-255	FOODIngredients For Resale		\$509.70	853054	FOOD
E 640-48500-255	FOODIngredients For Resale		\$339.30	853196	FOOD
E 640-48500-255	FOODIngredients For Resale		\$518.40	853324	FOOD
E 640-48500-255	FOODIngredients For Resale		\$367.25	853533	FOOD
	Total NORTHWESTERN FRUIT COMPANY		\$1,734.65		
Paid Chk# 104701	12/30/2016	OFFICE DEPOT			
E 101-43100-200	Office Supplies (GENERAL)		\$48.42	888304627001	SUPPLIES
E 610-40000-200	Office Supplies (GENERAL)		\$24.46	888305679001	SUPPLIES
	Total OFFICE DEPOT		\$72.88		
Paid Chk# 104702	12/30/2016	PAUSTIS & SONS			
E 640-47000-252	Wine For Resale		\$642.82	8573988	WINE
E 640-47000-259	Freight		\$5.25	8573988	FREIGHT
E 640-47000-252	Wine For Resale		\$167.00	8574403	WINE
E 640-47000-259	Freight		\$2.25	8574403	FREIGHT
E 640-47000-252	Wine For Resale		\$1,571.00	8574609	WINE
E 640-47000-259	Freight		\$12.50	8574609	FREIGHT
	Total PAUSTIS & SONS		\$2,400.82		
Paid Chk# 104703	12/30/2016	PEPSI -COLA			
E 640-47000-254	Soft Drinks/Mix For Resale		\$204.30	31298561	MISC.BEV.

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Total PEPSI -COLA		\$204.30		
Paid Chk# 104704	12/30/2016 PETERSON, TODD			
E 101-42100-331	Mileage & Expense Account	\$57.24	REIMB.	MILEAGE & MEALS
E 101-42100-499	Miscellaneous	\$140.64	REIMB.	MILEAGE & MEALS
Total PETERSON, TODD		\$197.88		
Paid Chk# 104705	12/30/2016 PHILLIPS WINES & SPIRITS			
E 640-47000-252	Wine For Resale	\$45.00	2091088	WINE
E 640-47000-259	Freight	\$1.22	2091088	FREIGHT
E 640-47000-251	Liquor For Resale	\$2,118.05	2091596	LIQUOR
E 640-47000-259	Freight	\$20.74	2091596	FREIGHT
E 640-47000-252	Wine For Resale	\$894.02	2091597	WINE
E 640-47000-259	Freight	\$7.72	2091597	FREIGHT
E 640-47000-251	Liquor For Resale	\$129.00	2093123	LIQUOR
E 640-47000-259	Freight	\$1.22	2093123	FREIGHT
E 640-47000-252	Wine For Resale	\$375.00	2093124	WINE
E 640-47000-259	Freight	\$3.66	2093124	FREIGHT
E 640-48000-251	Liquor For Resale	\$441.08	2093972	LIQUOR
E 640-47000-251	Liquor For Resale	\$1,520.08	2095744	LIQUOR
E 640-47000-259	Freight	\$13.63	2095744	FREIGHT
E 640-47000-252	Wine For Resale	\$1,710.00	2095745	WINE
E 640-47000-259	Freight	\$17.90	2095745	FREIGHT
Total PHILLIPS WINES & SPIRITS		\$7,298.32		
Paid Chk# 104706	12/30/2016 QUALITY SERVICE, INC.			
E 640-48500-404	Repairs/Maint - Machin/Equip	\$417.32	31983	BAR EQUIP.REPAIRS
E 640-48500-404	Repairs/Maint - Machin/Equip	\$568.87	31991	BAR EQUIP.REPAIRS
E 640-48500-404	Repairs/Maint - Machin/Equip	\$571.96	31998	BAR EQUIP.REPAIRS
E 640-48500-404	Repairs/Maint - Machin/Equip	\$260.06	32185	BAR EQUIP.REPAIRS
E 640-47000-404	Repairs/Maint - Machin/Equip	\$207.31	32186	BAR EQUIP.REPAIRS
Total QUALITY SERVICE, INC.		\$2,025.52		
Paid Chk# 104707	12/30/2016 RED BULL DISTRIBUTION COMPANY			
E 640-47000-254	Soft Drinks/Mix For Resale	\$49.00	17355-12	MISC.BEV.
Total RED BULL DISTRIBUTION COMPANY		\$49.00		
Paid Chk# 104708	12/30/2016 RISVOLD, MICHAEL			
E 101-42100-217	Uniforms	\$36.98	REIMB.	UNIFORM SHIRTS
Total RISVOLD, MICHAEL		\$36.98		
Paid Chk# 104709	12/30/2016 RITE			
E 640-47000-210	Operating Supplies (GENERAL)	\$85.50	14344	SUPPLIES
E 640-47000-409	Maint services & Improv	\$534.38	14715	SOFTWARE/REGISTER SUPPORT
Total RITE		\$619.88		
Paid Chk# 104710	12/30/2016 ROOTSTOCK WINE COMPANY			
E 640-47000-252	Wine For Resale	\$759.96	16-10544	WINE
E 640-47000-259	Freight	\$6.00	16-10544	FREIGHT
Total ROOTSTOCK WINE COMPANY		\$765.96		
Paid Chk# 104711	12/30/2016 SCHANKE, SUZIE			
E 101-42200-409	Maint services & Improv	\$290.00	DEC.2016	FD MONTHLY CLEANING
Total SCHANKE, SUZIE		\$290.00		
Paid Chk# 104712	12/30/2016 SHAMROCK GROUP			
E 640-47000-254	Soft Drinks/Mix For Resale	\$65.60	2073169	ICE
E 640-47000-254	Soft Drinks/Mix For Resale	\$81.40	2074289	ICE

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Total SHAMROCK GROUP		\$147.00		
Paid Chk# 104713	12/30/2016 SMALL LOT MN			
E 640-47000-252	Wine For Resale	\$175.92	11233	WINE
E 640-47000-259	Freight	\$10.00	11233	FREIGHT
Total SMALL LOT MN		\$185.92		
Paid Chk# 104714	12/30/2016 SOUTHERN GLAZER'S OF MN			
E 640-47000-259	Freight	\$5.12	1489908	FREIGHT
E 640-47000-259	Freight	\$1.28	1489909	FREIGHT
E 640-47000-259	Freight	\$5.12	1489910	FREIGHT
E 640-47000-251	Liquor For Resale	\$2,440.28	1489911	LIQUOR
E 640-47000-259	Freight	\$17.28	1489911	FREIGHT
E 640-47000-252	Wine For Resale	\$660.00	1489912	WINE
E 640-47000-259	Freight	\$5.12	1489912	FREIGHT
E 640-47000-251	Liquor For Resale	\$418.90	1489913	LIQUOR
E 640-47000-259	Freight	\$2.56	1489913	FREIGHT
E 640-47000-252	Wine For Resale	\$2,502.00	1489914	WINE
E 640-47000-259	Freight	\$56.32	1489914	FREIGHT
E 640-47000-252	Wine For Resale	\$612.34	1491272	WINE
E 640-47000-259	Freight	\$6.29	1491272	FREIGHT
E 640-47000-252	Wine For Resale	\$9,254.24	1491993	WINE
E 640-47000-251	Liquor For Resale	\$1,022.44	1491994	LIQUOR
E 640-47000-259	Freight	\$6.30	1491994	FREIGHT
E 640-47000-251	Liquor For Resale	\$522.57	1492695	LIQUOR
E 640-47000-252	Wine For Resale	\$2,425.60	1492696	WINE
Total SOUTHERN GLAZER'S OF MN		\$19,963.76		
Paid Chk# 104715	12/30/2016 STRATEGIC EQUIPMENT AND			
E 640-48000-210	Operating Supplies (GENERAL)	\$561.47	2751899	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$575.55	2751900	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$57.56	2772265	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$441.65	2772269	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$52.69	2775582	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$38.62	2775583	SUPPLIES
E 640-48500-255	FOODIngredients For Resale	\$335.41	2775584	SUPPLIES
Total STRATEGIC EQUIPMENT AND		\$2,062.95		
Paid Chk# 104716	12/30/2016 STREICHER S			
E 101-42100-540	Equipment	\$164.98	11242344	PD EQUIPMENT
E 101-42100-540	Equipment	\$329.90	11242387	PD EQUIPMENT
Total STREICHER S		\$494.88		
Paid Chk# 104717	12/30/2016 T.D. ANDERSON INC.			
E 640-48000-409	Maint services & Improv	\$115.00	044382	BEER LINES CLEANED
Total T.D. ANDERSON INC.		\$115.00		
Paid Chk# 104718	12/30/2016 THORPE DISTRIBUTING CO.			
E 640-47000-253	Beer For Resale	\$4,536.80	1189386	BEER
E 640-48000-253	Beer For Resale	\$1,146.00	1189885	BEER
E 640-47000-253	Beer For Resale	(\$40.90)	1192750	BEER
E 640-47000-253	Beer For Resale	\$929.80	1192910	BEER
E 640-48000-253	Beer For Resale	\$330.00	1193410	BEER
E 640-47000-253	Beer For Resale	\$20.45	1196019	BEER
Total THORPE DISTRIBUTING CO.		\$6,922.15		
Paid Chk# 104719	12/30/2016 TOLL GAS & WELDING SUPPLY			
E 640-48000-210	Operating Supplies (GENERAL)	\$100.97	10168993	SUPPLIES

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Total	TOLL GAS & WELDING SUPPLY	\$100.97		
Paid Chk# 104720	12/30/2016 ULTRA-CHEM IN.C			
E 640-48500-210	Operating Supplies (GENERAL)	\$301.67	1179684	SUPPLIES
	Total ULTRA-CHEM IN.C	\$301.67		
Paid Chk# 104721	12/30/2016 US FOODS			
E 640-48500-255	FOODIngredients For Resale	(\$37.71)	4225680	FOOD
E 640-48500-255	FOODIngredients For Resale	(\$41.12)	4261553	FOOD
E 640-48500-255	FOODIngredients For Resale	(\$69.84)	4354645	FOOD
E 640-48500-255	FOODIngredients For Resale	(\$104.30)	4483587	FOOD
E 640-48500-255	FOODIngredients For Resale	\$48.24	4722084	FOOD
E 640-48500-255	FOODIngredients For Resale	\$58.24	4810016	FOOD
E 640-48500-255	FOODIngredients For Resale	\$53.55	4960875	FOOD
E 640-48500-255	FOODIngredients For Resale	(\$287.47)	5213630	FOOD
E 640-48500-255	FOODIngredients For Resale	\$261.98	5225818	FOOD
E 640-48500-255	FOODIngredients For Resale	\$3,049.04	5260221	FOOD
E 640-48000-342	Promotions - Food/Drinks	\$38.59	5260221	PROMO FOOD
E 640-48000-251	Liquor For Resale	\$269.90	5260221	MISC.BEV.
E 640-48000-210	Operating Supplies (GENERAL)	\$51.26	5260221	SUPPLIES
E 640-48500-255	FOODIngredients For Resale	\$1,524.24	5293407	FOOD
E 640-48500-255	FOODIngredients For Resale	\$4,668.55	5334052	FOOD
E 640-48500-255	FOODIngredients For Resale	\$2,799.66	5379470	FOOD
E 640-48000-254	Soft Drinks/Mix For Resale	\$215.32	5379470	MISC.BEV
E 640-48500-210	Operating Supplies (GENERAL)	\$57.09	5379470	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$26.16	5379470	PROMO FOOD
E 640-48000-251	Liquor For Resale	\$20.92	5379470	LIQUOR
E 640-48500-255	FOODIngredients For Resale	\$2,636.12	5397906	FOOD
E 640-48000-210	Operating Supplies (GENERAL)	\$83.05	5397906	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$141.60	5397906	SUPPLIES
E 640-48000-251	Liquor For Resale	\$40.84	5397906	LIQUOR
E 640-48000-254	Soft Drinks/Mix For Resale	\$190.85	5397906	MISC.BEV
E 640-48000-342	Promotions - Food/Drinks	\$80.91	5397906	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale	\$3,489.25	5442760	FOOD
E 640-48500-255	FOODIngredients For Resale	(\$1.24)	5909662	FOOD
E 640-48500-255	FOODIngredients For Resale	(\$674.97)	5946135	FOOD
	Total US FOODS	\$18,588.71		
Paid Chk# 104722	12/30/2016 VAN PAPER COMPANY			
E 101-45200-200	Office Supplies (GENERAL)	\$142.66	409954-00	SUPPLIES
E 101-43100-200	Office Supplies (GENERAL)	\$142.66	409954-00	SUPPLIES
E 610-40000-200	Office Supplies (GENERAL)	\$71.32	409954-00	SUPPLIES
E 620-40000-200	Office Supplies (GENERAL)	\$71.32	409954-00	SUPPLIES
	Total VAN PAPER COMPANY	\$427.96		
Paid Chk# 104723	12/30/2016 VERIZON WIRELESS			
E 101-42200-323	Radio Units	\$12.71	9777322909	FD SERVICE
	Total VERIZON WIRELESS	\$12.71		
Paid Chk# 104724	12/30/2016 VINOCOPIA			
E 640-47000-252	Wine For Resale	\$1,707.84	0169036	WINE
E 640-47000-259	Freight	\$17.50	0169036	FREIGHT
E 640-47000-251	Liquor For Resale	\$362.97	0169037	LIQUOR
E 640-47000-259	Freight	\$2.50	0169037	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	\$120.00	0169097	MISC.BEV
E 640-47000-259	Freight	\$7.50	0169097	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	(\$26.50)	0169097CM	MISC.BEV
E 640-47000-251	Liquor For Resale	\$223.66	0169390	LIQUOR

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E 640-47000-252	Wine For Resale		\$644.67	0169390	WINE
E 640-47000-251	Liquor For Resale		\$1,041.64	0169992	LIQUOR
E 640-47000-259	Freight		\$6.00	0169992	FREIGHT
E 640-47000-252	Wine For Resale		\$892.00	0169993	WINE
E 640-47000-259	Freight		\$12.00	0169993	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$120.00	0169994	MISC.BEV.
E 640-47000-259	Freight		\$9.00	0169994	FREIGHT
Total VINOCOPIA			<u>\$5,140.78</u>		
Paid Chk# 104725	12/30/2016	WINE COMPANY			
E 640-47000-252	Wine For Resale		\$573.34	23800	WINE
E 640-47000-259	Freight		\$8.25	23800	FREIGHT
E 640-47000-252	Wine For Resale		\$993.99	24284	WINE
E 640-47000-259	Freight		\$9.90	24284	FREIGHT
Total WINE COMPANY			<u>\$1,585.48</u>		
Paid Chk# 104726	12/30/2016	WINE MERCHANT			
E 640-47000-252	Wine For Resale		\$180.00	7113061	WINE
E 640-47000-259	Freight		\$1.22	7113061	FREIGHT
E 640-47000-252	Wine For Resale		\$1,194.16	7113095	WINE
E 640-47000-259	Freight		\$8.94	7113095	FREIGHT
E 640-48000-252	Wine For Resale		\$589.32	7113816	WINE
E 640-47000-252	Wine For Resale		\$785.49	7113853	WINE
E 640-47000-259	Freight		\$1.63	7113853	FREIGHT
E 640-47000-252	Wine For Resale		\$1,047.00	7114438	WINE
E 640-47000-259	Freight		\$6.10	7114438	FREIGHT
E 640-47000-252	Wine For Resale		\$444.00	7114696	WINE
E 640-47000-259	Freight		\$2.44	7114696	FREIGHT
Total WINE MERCHANT			<u>\$4,260.30</u>		
Paid Chk# 104727	12/30/2016	WRS IMPORTS LLC			
E 640-47000-251	Liquor For Resale		\$268.00	1282	LIQUOR
Total WRS IMPORTS LLC			<u>\$268.00</u>		
10100 Anchor Bank			<u>\$170,433.42</u>		

Fund Summary

10100 Anchor Bank	
101 GENERAL FUND	\$27,743.60
233 LAKFRONT IMPROVE	\$177.52
237 FIRE DEPT PULL TABS	\$2,963.90
610 WATER FUND	\$1,813.86
620 SEWER FUND	\$71.32
630 MOTOR VEHICLE	\$161.46
640 LIQUOR	\$137,501.76
	<u>\$170,433.42</u>

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10100 Anchor Bank				
Paid Chk#	104728	1/1/2017	ASSOCIATED BENEFITS AND RISK	
E 640-47000-361	General Liability Ins	\$10,445.00	139855	LIQUOR LIABILITY INS.2017
E 640-48000-361	General Liability Ins	\$17,151.00	139855	LIQUOR LIABILITY INS.2017
Total	ASSOCIATED BENEFITS AND RISK	\$27,596.00		
Paid Chk#	104729	1/1/2017	DELTA DENTAL OF MINNESOTA	
G 101-21717	Dental Insurance	\$1,677.50	6738927	DENTAL INS.JAN.2017
Total	DELTA DENTAL OF MINNESOTA	\$1,677.50		
Paid Chk#	104730	1/1/2017	EMBEDDED SYSTEMS, INC.	
E 101-42500-409	Maint services & Improv	\$527.16	34154	EMERG.SIREN MAINT 1/1-6/30/17
Total	EMBEDDED SYSTEMS, INC.	\$527.16		
Paid Chk#	104731	1/1/2017	ISRAEL, DAN	
E 640-48000-341	General Promotions	\$300.00	1/5/17	BAR MUSIC 1/5/17
Total	ISRAEL, DAN	\$300.00		
Paid Chk#	104732	1/1/2017	KRAUTH, MAX	
E 640-48000-341	General Promotions	\$300.00	1/19/17	BAR MUSIC 1/19/17
Total	KRAUTH, MAX	\$300.00		
Paid Chk#	104733	1/1/2017	LEAGUE OF MN.CITIES	
E 101-41100-433	Dues, Licensing & Seminars	\$325.00	248120	NEWLY ELECTED OFFICIALS CONF.
Total	LEAGUE OF MN.CITIES	\$325.00		
Paid Chk#	104734	1/1/2017	MARTIN, SHANE	
E 640-48000-341	General Promotions	\$300.00	1/12/17	BAR MUSIC 1/12/17
Total	MARTIN, SHANE	\$300.00		
Paid Chk#	104735	1/1/2017	MDRA	
E 630-40000-433	Dues, Licensing & Seminars	\$455.00	2017	MV DUES
Total	MDRA	\$455.00		
Paid Chk#	104736	1/1/2017	METRO FIRE OFFICERS ASSOCIATIO	
E 101-42200-433	Dues, Licensing & Seminars	\$100.00	2017	FD DUES
Total	METRO FIRE OFFICERS ASSOCIATIO	\$100.00		
Paid Chk#	104737	1/1/2017	MMBA	
E 640-48000-433	Dues, Licensing & Seminars	\$400.00	1/10/17	TRAINING
Total	MMBA	\$400.00		
Paid Chk#	104738	1/1/2017	MN DEPT.OF AGRICULTURE	
E 101-45200-433	Dues, Licensing & Seminars	\$10.00	2017	LICENSE RENEWAL
Total	MN DEPT.OF AGRICULTURE	\$10.00		
Paid Chk#	104739	1/1/2017	MN NCPERS LIFE INSURANCE	
G 101-21715	PERA Term Life	\$48.00	1/2017	LIFE INS.
Total	MN NCPERS LIFE INSURANCE	\$48.00		
Paid Chk#	104740	1/1/2017	MN STATE FIRE DEPT.ASSOC.	
E 101-42200-433	Dues, Licensing & Seminars	\$264.00	2017	FD DUES
Total	MN STATE FIRE DEPT.ASSOC.	\$264.00		
Paid Chk#	104741	1/1/2017	SOUTHWEST ASSESSING	
E 101-41550-302	Consultants	\$4,033.33	JAN.2017	MONTHLY ASSESSING
E 101-41550-210	Operating Supplies (GENERAL)	\$114.33	JAN.2017	MONTHLY ASSESSING
Total	SOUTHWEST ASSESSING	\$4,147.66		

***Check Detail Register©**

January 2017

			Check Amt	Invoice	Comment
Paid Chk#	104742	1/1/2017	U.S. POSTMASTER		
	E 101-49200-322	Postage	\$225.00	PERMIT #99	FIRST CLASS MAILING PERMIT #99
	Total	U.S. POSTMASTER	\$225.00		
Paid Chk#	104743	1/5/2017	CASH - ANCHOR BANK		
	G 640-10150	ATM	\$5,000.00	ATM FILL	ATM FILL
	Total	CASH - ANCHOR BANK	\$5,000.00		
	10100	Anchor Bank	\$41,675.32		

Fund Summary

<u>10100 Anchor Bank</u>	
101 GENERAL FUND	\$7,324.32
630 MOTOR VEHICLE	\$455.00
640 LIQUOR	\$33,896.00
	\$41,675.32

1/17/2017

THE FOLLOWING 2017 MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY

2017 TREE REMOVAL AND TREATMENT LICENSE	
Schmidt's 4 Season Service Inc.	Excelsior, MN
Western Tree Service, Inc.	Paynesville, MN
2017 GAS FITTER'S LICENSE	
B&D Plumbing, Heating & Air Conditioning	St. Michael, MN
Glowing Hearth & Home	Jordan, MN
Hearth & Home Technologies, LLC dba Fireside Hearth & Home	Lakeville, MN
Little Igloo Heating & Air Conditioning	Andover, MN
Pronto Heating and Air Conditioning	Edina, MN
Schulties Plumbing, Inc.	Blaine, MN
Superior Companies of Minnesota Inc DBA Superior Mechanical	Rochester, MN
Yale Mechanical	Bloomington, MN

**WAYZATA POLICE DEPARTMENT
ACTIVITY REPORT – DECEMBER, 2016**

Warrant **Reported:** 12-31-2016 1442

46 year old female from Wayzata arrested on an outstanding warrant.

Addresses Involved

Byrondale Ave N & Central Ave N , Wayzata, MN

Names Involved

(Arrested) Ericson, Susan Ann (Age:46)

Neighbor Dispute **Reported:** 12-30-2016 1213

Report of a neighbor dispute. Situation was mediated.

Addresses Involved

200 block of Glenbrook Rd N, Wayzata, MN 55391

Theft **Reported:** 12-29-2016 1020

Report of a theft by a party who had been trespassed from the property. Loss approximately \$30.

Addresses Involved

1300 block of Wayzata Blvd E, Wayzata, MN 55391

DWI **Reported:** 12-28-2016 2256

53 year old male from Maple Grove arrested for driving while under the influence of alcohol. Tested .12

Addresses Involved

700 block of Lake St E, Wayzata, MN 55391

Names Involved

(Arrested) Cowan, Jeffrey Charles (Age:53)

DWI **Reported:** 12-27-2016 1920

53 year old female from Plymouth arrested for driving while under the influence of alcohol. Tested .20

Addresses Involved

1000 block of Lake St E, Wayzata, MN 55391

Names Involved

(Arrested) Carlson, Linda Jeanne (Age:53)

Unwanted Person **Reported:** 12-27-2016 1811

Report of an unwanted person causing a disturbance. Female left prior to calling police.

Message was left for female to have no further contact with residents.

Addresses Involved

1000 block of Lake St E, Wayzata, MN 55391

Warrant **Reported:** 12-27-2016 1634

39 year old female from Wayzata arrested on an outstanding warrant. She paid cash bail and was released.

Addresses Involved

600 block of Rice Street E, Wayzata, MN 55391 USA

Names Involved

(Arrested) Saclolo, Marilyn Louise (Age:39)

Suspicious **Reported:** 12-25-2016 2101

Report of hearing 4 popping sounds. Area checked, nothing suspicious found.

Sound was likely a result of the storm conditions.

Addresses Involved

500 block of Lake St E, Wayzata, MN 55391

Disturbance **Reported:** 12-23-2016 2154
Report of a loud party. Officer heard voices which were not excessively loud.
Resident advised of complaint.
Addresses Involved
200 block of Central Ave N, Wayzata, MN 55391

Domestic **Reported:** 12-23-2016 2014
Report of a verbal domestic. Male half was transported to a friend's house for the night.
Addresses Involved
600 block of Wayzata Blvd E, Wayzata, MN 55391

Disturbance **Reported:** 12-22-2016 2203
Report of an intoxicated male causing a disturbance. Male was transported to the gas station to wait for a family member to pick him up.
Addresses Involved
600 block of Bushaway Rd, Wayzata, MN 55391

Fire **Reported:** 12-21-2016 1913
Report of fire alarms sounding due to grease fire in kitchen. Wayzata Fire responded.
Addresses Involved
100 block of Grand Ave S, Wayzata, MN 55391

Damage to Property - Criminal **Reported:** 12-21-2016 1858
Report of damage to a vehicle. Unknown loss.
Addresses Involved
200 block of Glenmoor Lane, Long Lake, MN 55391

DWI **Reported:** 12-17-2016 2357
35 year old male from Cottage Grove arrested for driving while under the influence. Refused to test.
Addresses Involved
Co 15 & Hwy 12, Wayzata, MN
Names Involved
(Arrested) Engh, Joseph Ryan (Age:35)

DWI **Reported:** 12-17-2016 0305
30 year old male from Brooklyn Park arrested for driving while under the influence. Tested .14
Addresses Involved
Gleahaven Road & Gleason Lake Road, Wayzata, MN 55391 USA
Names Involved
(Arrested) Thomas, Michael Mahlon (Age:30)

Theft **Reported:** 12-14-2016 1028
Report of a theft. Loss under \$500.
Addresses Involved
100 block of Promenade Ave, Wayzata, MN 55391

Theft from Vehicle **Reported:** 12-13-2016 1527
Report of a theft of tools from a vehicle. Loss approximately \$3000.
Addresses Involved
300 block of Barry Ave S, Wayzata, MN 55391

Harassment **Reported:** 12-12-2016 1257
Report of harassing communications. Advised.
Addresses Involved
1500 block of Wayzata Blvd W, Long Lake, MN 55356

Open Door **Reported:** 12-09-2016 2319

Officer located an open gate. Checked interior lot, no damage.

Addresses Involved

2400 block of Industrial Blvd, Long Lake, MN 55356

Harassment **Reported:** 12-09-2016 1721

Report of harassment. Reporting party requesting extra patrol.

Addresses Involved

1000 block of Wayzata Blvd W, Long Lake, MN 55356

Suspicious **Reported:** 12-08-2016 2111

Report of a suspicious male outside. Male was waiting for a ride from metro mobility.

Addresses Involved

1000 block of Wayzata Blvd E, Wayzata, MN 55391

Domestic **Reported:** 12-07-2016 2256

Report of a verbal domestic. Male left for the night.

Addresses Involved

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

DWI **Reported:** 12-07-2016 1528

22 year old male from Plymouth arrested for driving while impaired, driving after suspension and possession of drug paraphernalia. Charges pending test results.

Addresses Involved

100 block of Gleason Lake Rd, Wayzata, MN

Suspicious **Reported:** 12-07-2016 0935

Suspicious vehicle located at a closed business. Party was there to repair roof.

Addresses Involved

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

Domestic Assault **Reported:** 12-06-2016 1851

Report of a domestic assault. This case is under investigation.

Addresses Involved

300 block of Lakeview Ave, Long Lake, MN 55356

Suspicious **Reported:** 12-06-2016 0245

Fencing down around construction site. Wind blew the fencing down.

Fencing could not be secured.

Addresses Involved

900 block of Lake St E, Wayzata, MN 55391

Theft **Reported:** 12-04-2016 0946

Report of a theft of Christmas lights. Loss \$190.

Addresses Involved

200 block of Ferndale Rd S, Wayzata, MN 55391

Domestic Assault **Reported:** 12-03-2016 2114

24 year old female from Wayzata arrested for domestic assault.

Addresses Involved

800 block of Rice St E, Wayzata, MN 55391

Names Involved

(Arrested) Miles, Amanda Marie (Age:24)

Customer Trouble**Reported:** 12-03-2016 1039

Staff requested assistance with removing two customers after they caused damage.
Officers assisted until male and female left in a taxi.

Addresses Involved

500 block of Willow Dr, Long Lake, MN 55356

Disturbance**Reported:** 12-03-2016 0216

Report of loud music and voices. Resident was advised.

Addresses Involved

1800 block of May St, Long Lake, MN 55356

Theft**Reported:** 12-03-2016 0000

Report of a theft of a purse. Purse was later returned.

Addresses Involved

800 block of Lake St E , Wayzata, MN 55391

Trespass**Reported:** 12-02-2016 1855

Two juveniles stopped for trespassing on private property. Advised to leave and not to return.

Addresses Involved

900 block of Lake St, Wayzata, MN 55391

Fraud**Reported:** 12-02-2016 1153

Forged checks cashed. Unknown loss.

Addresses Involved

1200 block of Wayzata Blvd, Wayzata, MN 55391

Theft**Reported:** 12-02-2016 0855

Report of an attempted theft. Employee located drug paraphernalia while looking for stolen items. Charges pending.

Addresses Involved

1300 block of Wayzata Blvd E, Wayzata, MN 55391

Fire**Reported:** 12-01-2016 2031

Report of a wire arcing. Wayzata Fire Department handled call.

Addresses Involved

Central Ave & Hollybrook, Wayzata, MN 55391

DWI**Reported:** 12-01-2016 1800

45 year old male from Plymouth arrested for driving while under the influence. Tested .16

Addresses Involved

1300 block of Wayzata Blvd E, Wayzata, MN 55391

Names Involved

(Arrested) Soderlund, Joseph Erik (Age:45)

Terroristic Threats**Reported:** 12-01-2016 1627

Report of threatening phone calls. This case is under investigation.

Addresses Involved

200 block of Walker Ave S, Wayzata, MN 55391

TRAFFIC – DECEMBER, 2016

CITATIONS	130
WRITTEN WARNINGS	12
VERBAL WARNINGS	87

Description	Dec 2016
MISSING ANIMAL	1
MISSING/LOST PROPERTY	2
FOUND PROPERTY	3
ABANDONED VEHICLE	2
PIMV	6
PDMV	19
H & R PDMV	5
Other Fire/Smoke	1
Multiple Dwelling Fire	1
FIRE ALARM	3
GAS LEAK/SMELL	3
HAZ ROAD CONDITION	9
SUICIDE ATTEMPT	1
SUICIDE THREAT	1
OTHER MEDICAL	49
Medical Alarm	3
72 Hour Hold/Emergency Admission	3
WELFARE CHECK - ADULT	10
MENTAL HEALTH ISSUE	3
INFO REC'D	11
VERBAL DOMESTIC	3
CIVIL MATTER	8
Trespass Warn/Order	2
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	11
SUSPICION	16
OPEN DOOR/WINDOW	2
MISC. JUVENILE PROBLEM	1
DRIVING/TRAFFIC COMPLAINT	38
PARKING COMPL	9
HOUSE/BUSINESS CHECKS	2
RECORD CHECKS	20
OTHER PERMITS	3
FIREARM PERMIT	4
HC SHERIFFS PERMIT TO CARRY	5
LIQUOR LICENSE CHECKS/PERMIT	1
ALCOHOL COMPLIANCE CHECK	1
PARKING PERMIT	1

ANIMAL COMPLAINT/CHECK	6
DOG LICENSE ISSUED	13
KENNEL APP/LICENSE	2
PATROL REQUEST	2
POLICE ESCORT/STAND-BY	1
ADULT PROTECTION ASSIST	2
FINGERPRINTS	2
ASSIST CHILD PROTECTION	3
MOTORIST ASSIST/STALL	21
UTILITY PROBLEM	1
PUBLIC ASSIST	16
LOCKOUT	9
BUSINESS ALARM	18
CO2 ALARM	1
HOME ALARM	24
911 HANG-UP	9
ASSIST OTHER DEPT	11
WARRANT/ATTEMPT/ARREST	5
SPECIAL EVENT	1
TRAFFIC CONTROL / DIRECT ENFORCEMENT	4
TRANSPORT	1
VOID	16
Cancel/No Contact	1
TERR THREATS-THRT CRM VIOL-EXPLOSIVES-UNK RELAT	1
DOM ASLT-MS-INFLT BODILY HARM-HANDS-AD-FAM	2
FORGERY-FE-ENDORSE-CHK-201-2500-PERSON	1
DRUGS-SM AMT IN MOT VEH-POSS-MARIJ-UNK	1
DRUGS-DRUG PARAPH-POSSESS-UNK-UNK	2
TRAF-AC-GM-2ND DEG DWI-UI ALCOHOL-MV	1
TRAF-AC-GM-3RD DEG DWI-UI ALCOHOL-MV	2
TRAF-AC-GM-3RD DEG DWI-REFUSAL TO TEST-MV	1
TRAF-ACC-M-4TH DEG DWI-UI ALCOHOL-MV	1
TRAF-ACC-M-4TH DEG DWI-UI CONTROLLED SUB-MV	1
LIQUOR - SELLING	1
PROP DAMAGE-MS-PRIVATE-UNK INTENT	1
PROP DAMAGE-MS-PRIVATE-OTHER INTENT	1
TRESPASS-MS-PRIVATE-UNK INTENT	1
THEFT-1001-5000 DLRS FE-MTR VEHICLE-OTH PROP	1
THEFT-500 OR LESS MS-BLDG-OTH PROP	4
THEFT-500 OR LESS MS-YARDS-OTH PROP	1

2015	2016 Sept	2016 Oct	2016 Nov	2016 Dec	2016
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BUILDING CONSTRUCTION

NUMBER OF BLDG. PERMITS	259	23	15	9	12	192
PROJECT VALUE	\$50,380,054.75	\$1,769,380.00	\$4,117,919.56	\$1,909,700.00	\$13,514,605.50	\$75,533,798.11
BUILDING PERMIT FEE	\$329,932.64	\$16,775.50	\$25,080.75	\$12,862.50	\$62,241.50	\$395,100.25
PLAN CHECK FEE	\$181,911.71	\$9,308.65	\$14,382.89	\$7,291.75	\$40,160.75	\$235,706.39

EXTERIOR REPAIR

NUMBER OF PERMITS	98	47	7	7	2	110
PROJECT VALUE	\$1,566,840.36	\$1,359,822.00	\$233,953.00	\$167,423.00	\$87,500.00	\$2,835,501.49
PERMIT FEE	\$24,942.50	\$ 21,025.50	\$ 2,925.00	\$ 2,323.00	\$ 1,177.75	\$42,251.50

MECHANICAL

NUMBER OF PERMITS	228	19	18	18	16	183
PROJECT VALUE	\$3,391,980.96	201,982.75	240,125.10	141,841.91	431,395.00	\$4,370,422.74
PERMIT FEE	\$62,881.44	3,808.31	4,630.73	2,872.86	7,655.68	\$74,964.87

PLUMBING

NUMBER OF PERMITS	240	19	8	8	11	159
PROJECT VALUE	\$1,895,967.76	\$140,663.00	\$71,929.31	\$178,100.00	\$91,253.00	\$2,880,924.19
PERMIT FEE	\$38,015.46	\$2,909.88	\$1,468.60	\$3,366.00	\$1,870.07	\$50,633.18

TOTAL # OF PERMITS	825	108	48	42	41	644
TOTAL INCOME	\$637,683.75	\$53,827.84	\$48,487.97	\$28,716.11	\$113,105.75	\$798,656.19

NUMBER OF INSPECTIONS

BUILDING	1087	57	80	65	66	776
EXTERIOR	150	9	40	56	6	180
HVAC	466	22	38	37	35	380
PLUMBING	508	20	32	27	18	332
OTHER	5	0	0	0		3
TOTAL # OF INSPECTIONS	2216	108	190	185	125	1671

RENTAL HOUSING INSPECTIONS

INSPECTIONS	119	0	0	4	2	101
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EROSION CONTROL INSPECTIONS

INSPECTIONS	165					
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City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:

Ken Willcox

City Council:

Dan Koch

Johanna McCarthy

Alex Plechash

Steven Tyacke

City Manager:

Jeffrey Dahl

MEMORANDUM

DATE: January 12, 2017

TO: The Honorable Mayor and Members of the City Council

FROM: Becky Malone, Deputy City Clerk

RE: Approval of 5:30 pm on April 4, 2017 as the date for the 2017 Local Board of Appeal and Equalization Meeting

BACKGROUND:

Minnesota Statute §274.01, Subdivision 1, requires that the County Assessor set the date for our local board of appeal and equalization meeting. Section 40 of the Revised Charter of the City of Wayzata states that the council shall constitute a board of equalization and shall meet on a date established by the city council in each year. We are proposing 5:30 pm on Tuesday, April 4, 2017 as the date for the 2017 local board of appeal and equalization meeting.

RECOMMENDATION:

Staff recommends approval of this date for the 2017 local board of appeal and equalization meeting

ACTION REQUESTED:

Approval of 5:30 pm on April 4, 2017 as the date for the 2017 local board of appeal and equalization meeting.



Hennepin County Memo

(99)

To: City Clerk/Administrators
From: Nancy Wojcik, Assistant County Assessor
Date: December 30, 2016
Re: 2017 Local Board of Appeal and Equalization

Tuesday April 4, 2017
Day of the Week Date

Minnesota Statute 274.01, Subdivision 1, requires that the County Assessor set the date for your local board of appeal and equalization meeting. We are proposing the date referenced above based upon last year's meeting date.

In the confirmation area of this form, please note the preferred date, time and place for your meeting, and send the information to Kimberly Jensen, A-2103 Government Center, Minneapolis, MN 55487, or fax it to our office at (612) 348-8751, or via email to AO.Admin@hennepin.mn.us. If you are requesting a significant change to the date of the meeting, please call Kim at 612-348-6106.

Please respond by January 30, 2017, to allow for the timely preparation of valuation notices sent to property owners and taxpayers. Upon receipt of the confirmation below, we will send the official "notice for posting" as required by law.

Please, also, use this form to report the city's current mayor and council members. If you have any questions, please call Kim at the number above, or me at 612-348-7827.

CITY OF WAYZATA



PUBLIC WORKS

To: Wayzata City Council
From: Rebecca Jones, Public Works Secretary
Date: 1/11/2017
Re: Approval of Resolution No. 05-2017, Authorizing Residential Recycling Grant Agreement with Hennepin County through 2020

MEMO

BACKGROUND: The Hennepin County Board of Commissioners has determined that curbside collection of recyclables and organics from Hennepin County residents is an effective strategy to reduce reliance on landfills, prevent pollution, conserve natural resources and energy, improve public health, support the economy, and reduce greenhouse gases. Therefore, the county adopted the goals established in State Statute and by the Minnesota Pollution Control Agency (MPCA) in its Funding Policy to help reach a 75% recycling rate by 2030.

GRANT AGREEMENT: Each municipality seeking funding under the terms of the Residential Recycling Funding Policy must enter into a recycling grant agreement with the county for a term concurrent with the expiration of this policy, December 31, 2020. The grant agreement must be accompanied by a resolution authorizing the city to enter into such an agreement.

FUND DISTRIBUTION: Hennepin County will distribute to municipalities 100% of SCORE funds that the county receives from the State. SCORE funds will be dedicated to two different purposes: 1. curbside recycling and 2. curbside organics recycling. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management (SWM) tax on garbage services.

RECOMMENDATION: Staff recommends approval of the Resolution authorizing a Residential Recycling Grant Agreement with Hennepin County.

ACTION REQUESTED: Approval of Resolution No. 05-2017 Authorizing a Residential Recycling Grant Agreement with Hennepin County.

ATTACHMENTS: Resolution No. 05-2017
Residential Recycling Grant Agreement
Hennepin County Residential Recycling Funding Policy

CITY OF WAYZATA

RESOLUTION NO. 05-2017

RESOLUTION AUTHORIZING A RESIDENTIAL RECYCLING GRANT AGREEMENT WITH HENNEPIN COUNTY.

WHEREAS, the Hennepin County Board adopted a resolution to approve the Residential Recycling Funding Policy for the period January 1, 2017 through December 31, 2020; and

WHEREAS, the funding policy sets the terms and conditions for distributing grant funds; and

WHEREAS, in order to receive grant funds yearly, the City must sign the agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wayzata, Minnesota that the City Council accepts the agreement as proposed.

BE IT FURTHER RESOLVED, that the City Council authorizes the Mayor or City Manager to execute such Residential Recycling Agreement with the County.

This resolution was adopted by the Wayzata City Council this 17th day of January, 2017.

Mayor Ken Willcox

ATTEST:

City Manager Jeffrey Dahl

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 January 17th, 2017.

Deputy City Clerk Becky Malone

SEAL

RESIDENTIAL RECYCLING GRANT AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY"), on behalf of the Hennepin County Environment and Energy Department, 701 Fourth Avenue South, Minneapolis, Minnesota 55415-1600 ("DEPARTMENT") and the CITY OF WAYZATA, 600 East Rice Street, Wayzata, Minnesota 55391 ("CITY").

The parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

This Agreement shall commence upon execution and expire on December 31, 2020, unless cancelled or terminated earlier in accordance with the provisions herein.

Annual grant payments shall be calculated as set forth in Section 3.

2. SERVICES TO BE PROVIDED

The CITY shall apply for annual grant funds and operate its Recycling Program as more fully described in Attachment A, the Residential Recycling Funding Policy.

3. ALLOCATION OF FUNDS

The COUNTY will distribute to Hennepin County municipalities 100% of SCORE funds that the COUNTY receives from the state. SCORE funds will be dedicated to two different purposes: 1) curbside recycling and 2) curbside organics recycling. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management (SWM) tax on garbage services. SCORE funds are subject to change based on the SWM tax revenue received by the state and funds allocated by the legislature. Funds distributed to municipalities for the current calendar year will be based on SCORE funds received by the COUNTY in the state's corresponding fiscal year.

Recycling

The following formula will be utilized to determine a CITY'S recycling SCORE grant each year.

Percent of SCORE funds allocated to curbside recycling:

2017	80%
2018	70%
2019	60%
2020	50%

CITY recycling grant calculation:

$$\frac{\text{Number of households with curbside recycling in city}}{\text{Total number of households with curbside recycling in county}} \times \frac{\text{Total SCORE funds available for recycling}}{\text{Total SCORE funds available for recycling}} = \frac{\text{Recycling grant amount available to the city}}{\text{Recycling grant amount available to the city}}$$

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where each housing unit sets out its own recycling container for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. The CITY will report the number in its application for funding.

The COUNTY will make two equal payments to the CITY. One payment will be made after the COUNTY receives the application, which consists of the web-based report and the planning document. A second payment will be made after basic program requirements, education and outreach requirements, and recycling performance have been confirmed and approved. If the CITY meets the COUNTY requirements, both payments will be made during the same calendar year. Funding will be withheld until the CITY meets the requirements of the Residential Recycling Funding Policy.

Organics

The following formula will be utilized to determine a CITY'S organics recycling SCORE grant each year.

Percent of SCORE funds allocated to curbside organics recycling:

2017	20%
2018	30%
2019	40%
2020	50%

CITY organics recycling grant calculation:

$$\frac{\text{Number of households with curbside organics in city}}{\text{Total number of households with curbside organics in county}} \times \frac{\text{Total SCORE funds available for organics}}{\text{Total SCORE funds available for organics}} = \frac{\text{Organics grant amount available to the city}}{\text{Organics grant amount available to the city}}$$

If the formula above results in the CITY receiving a grant where the dollar amount per participating household is greater than \$25 per year, then a cap will apply. The funding cap per participating household is \$25 per year. The most the COUNTY will grant a CITY is \$25 per participating household per year. If funds are left over because of the cap, those funds will carry over into the following year's SCORE funds.

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where the household is signed up for organics service and the household sets out its own container with organics for curbside collection. The number of eligible households will be determined by counting the number of eligible households on September 1 of each funding year. The CITY will report the number in the application for funding.

The COUNTY will make one organics grant payment to the CITY each year. The payment will be made after the COUNTY receives the application and confirms that the CITY meets the requirements of the Residential Recycling Funding Policy.

4. PROFESSIONAL CREDENTIALS

INTENTIONALLY OMITTED

5. INDEPENDENT CITY

CITY shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CITY as the agent, representative, or employee of COUNTY for any purpose. CITY is and shall remain an independent contractor for all services performed under this Agreement. CITY shall secure at its own expense all personnel required in performing services under this Agreement. CITY's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176 (which may be referred to as the "Workers' Compensation Act"), on behalf of any personnel, including, without limitation, claims of discrimination against CITY, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. INDEMNIFICATION

CITY shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of CITY, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CITY to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CITY personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the provisions set forth herein.

7. INSURANCE

- A. With respect to the services provided pursuant to this Agreement, CITY shall at all times during the term of this Agreement and beyond such term when so required have and keep in force the following minimum insurance coverages or CITY's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

Limits

1. Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000

2. Workers' Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability. Bodily injury by:	
Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000

3.	Professional Liability—Per Claim	1,500,000
	Aggregate	2,000,000

The professional liability insurance must be maintained continuously for a period of two years after the expiration, cancellation or termination of this Agreement.

- B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

The above establishes minimum insurance requirements. It is the sole responsibility of CITY to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CITY shall promptly submit copies of insurance policies to COUNTY.

CITY shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the commercial general liability coverage required herein. A self-insured retention (SIR) applicable to the commercial liability coverage is not acceptable, unless expressly agreed to in writing by COUNTY. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies. If CITY receives notice of cancellation/termination from an insurer, CITY shall fax or email a copy of the notice to COUNTY within two business days.

CITY shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CITY fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CITY waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CITY.

8. DUTY TO NOTIFY

CITY shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against CITY, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement.

CITY shall also notify COUNTY whenever CITY has a reasonable basis for believing that CITY and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, administrative action,

criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

9. DATA

CITY, its officers, agents, owners, partners, employees, volunteers and subCITYs shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA). For clarification and not limitation, COUNTY hereby notifies CITY that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CITY shall promptly notify COUNTY if CITY becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data or privacy laws.

Classification of data as trade secret data will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" does not necessarily make the data protected as such under any applicable law.

10. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CITY and involve transactions relating to this Agreement. CITY shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CITY binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. CITY shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CITY, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CITY of its liabilities and obligations under the Agreement.
- C. CITY shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CITY of

its liabilities and obligations under the Agreement. Further, CITY shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CITY and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. CITY shall make contracts between CITY and subcontractors available upon request. For clarification and not limitation of Section 15E, none of the following constitutes assent by COUNTY to a contract between CITY and a subcontractor, or a waiver or release by COUNTY of CITY's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between CITY and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.

- D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.

12. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. DEFAULT AND CANCELLATION/TERMINATION

- A. If CITY fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it

shall be in default. Unless CITY's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CITY's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CITY.

- B. For purposes of this subsection, "Data" means any data or information, and any copies thereof, created by CITY or acquired by CONTACTOR from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

Upon expiration, cancellation or termination of this Agreement:

1. At the discretion of COUNTY and as specified in writing by the Contract Administrator, CITY shall deliver to the Contract Administrator all Data so specified by COUNTY.
 2. COUNTY shall have full ownership and control of all such Data. If COUNTY permits CITY to retain copies of the Data, CITY shall not, without the prior written consent of COUNTY or unless required by law, use any of the Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such Data.
 3. Except to the extent required by law or as agreed to by COUNTY, CITY shall not retain any Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law.
- C. Notwithstanding any provision of this Agreement to the contrary, CITY shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CITY. Upon notice to CITY of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CITY for the purpose of set-off until such time as the exact amount of damages due COUNTY from CITY is determined. Following notice from COUNTY of the claimed breach and damage, CITY and COUNTY shall attempt to resolve the dispute in good faith.
- D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.

- E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) day written notice.
- G. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CITY shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CITY has performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, CITY shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
- H. Upon written notice, COUNTY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or cancellation/termination. In the event COUNTY suspends, cancels or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.
- I. CITY has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such

provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CITY; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

15. CONTRACT ADMINISTRATION

In order to coordinate the services of CITY with the activities of the Environment and Energy Department so as to accomplish the purposes of this Agreement, Ben Knudson, Waste Reduction and Recycling Specialist, or his successor, shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CITY.

16. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CITY shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. CITY shall comply with all applicable conditions of the COUNTY grant.

17. PAPER RECYCLING

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

18. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CITY shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CITY's Form W-9 provided to COUNTY.

19. CONFLICT OF INTEREST

CITY affirms that to the best of CITY's knowledge, CITY's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CITY, CITY shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CITY will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

20. MEDIA OUTREACH

CITY shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, CITY (i) that reference or otherwise use the term "Hennepin County," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the services performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

21. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

22. COOPERATIVE PURCHASING

At the time of this Agreement: (1) Hennepin County is a signature party to the Joint Powers Purchasing Agreement (Agreement No. A131396) (the "JPA"); (2) the Minnesota Counties of Anoka, Carver, Dakota, Olmsted, Ramsey, Scott and Washington are signatories to the JPA ("Cooperative Members"); (3) if agreed upon pursuant to a separate agreement between CITY and any Cooperative Member, the JPA allows a Cooperative Member, subject to the terms of the JPA, to purchase the same or substantially similar services based upon terms that are the same or substantially similar to those set forth in this Agreement including but not limited to price/cost; and (4) COUNTY shall have no obligation, liability or responsibility for any order or purchase made under the contract between a Cooperative Member and CITY.

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COUNTY BOARD AUTHORIZATION

Reviewed by the County Attorney's
Office

Assistant County Attorney

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
County Administrator

Date: _____

Recommended for Approval

By: _____
Acting Director,
Environment and Energy Department

Date: _____

By: _____
Assistant County Administrator
- Public Works

Date: _____

MUNICIPALITY

CITY warrants that the person who
executed this Agreement is authorized to do so on
behalf of CITY as required by applicable
articles, bylaws, resolutions or ordinances.*

Printed Name: Jeffrey Dahl

Signed: _____

Title: City Manager

Date: _____

*CITY shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CITY returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.

Attachment A

Hennepin County Residential Recycling Funding Policy

January 1, 2017 – December 31, 2020

Board Adopted: November 29, 2016



**Public Works
Environment and Energy Department**

I. Policy Description

A. Background

The Hennepin County Board of Commissioners has determined that curbside collection of recyclables and organics from Hennepin County residents is an effective strategy to reduce reliance on landfills, prevent pollution, conserve natural resources and energy, improve public health, support the economy, and reduce greenhouse gases. Therefore, the county adopted the goals established in State Statute and by the Minnesota Pollution Control Agency (MPCA) in its Metropolitan Solid Waste Management Policy Plan and developed a Residential Recycling Funding Policy to help reach a 75% recycling rate by 2030.

The county will distribute all Select Committee on Recycling and the Environment (SCORE) funds received from the state to cities for curbside collection of residential recyclables and organics. If cities form a joint powers organization responsible for managing a comprehensive recycling and waste education system for the residents of those cities, the county will distribute recycling and organics grants to that organization. Cities are expected to fulfill the conditions of the policy.

B. Term of the Policy

Hennepin County is committed to implement this policy and continue distributing all SCORE funds received from the state for the purpose of funding curbside residential recycling and organics programs from January 1, 2017 through December 31, 2020. The county may revise this policy if it determines changes are needed to assure compliance with state law and MPCA goals established for metropolitan counties. In the event that SCORE funds are eliminated from the state budget or significantly reduced, the county will consult with municipalities at that time and develop a subsequent recommendation to the board on continuation of this policy and future funding of curbside recycling and organics programs.

C. Grant Agreements

Each municipality seeking funding under the terms of the Residential Recycling Funding Policy must enter into a recycling grant agreement with the county for a term concurrent with the expiration of this policy, December 31, 2020. The grant agreement must be accompanied by a resolution authorizing the city to enter into such an agreement.

D. Fund Distribution

The county will distribute to Hennepin County municipalities 100% of SCORE funds that the county receives from the state. SCORE funds will be dedicated to two different purposes: 1)

curbside recycling and 2) curbside organics recycling. SCORE funds are based on revenue received by the State of Minnesota from the solid waste management (SWM) tax on garbage services. SCORE funds are subject to change based on the SWM tax revenue received by the state and funds allocated by the legislature. Funds distributed to municipalities for the current calendar year will be based on SCORE funds received by the county in the state's corresponding fiscal year.

II. Recycling

A. Allocation of Funds

The following formula will be utilized to determine a city's recycling SCORE grant each year.

Percent of SCORE funds allocated to curbside recycling:

2017	80%
2018	70%
2019	60%
2020	50%

City recycling grant calculation:

$$\begin{array}{rcl}
 \begin{array}{c} \text{Number of households with} \\ \text{curbside recycling in city} \\ \hline \text{Total number of households} \\ \text{with curbside recycling in} \\ \text{county} \end{array} & \times & \begin{array}{c} \text{Total SCORE} \\ \text{Funds available} \\ \text{for recycling} \end{array} = \begin{array}{c} \text{Recycling grant} \\ \text{amount available} \\ \text{to the city} \end{array}
 \end{array}$$

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where each housing unit sets out its own recycling container for curbside collection. The number of eligible households will be determined by counting the number of eligible households on January 1 of each funding year. The city will report the number in its application for funding.

B. Application for Funding

Each municipality must complete an annual grant application by February 15 to receive funding for that year. The application consists of a web-based report and a planning document provided by the county. The web-based report asks for contract, program, tonnage, and financial

information. The participation rate for the curbside recycling program must also be included in the web-based report. The municipality must calculate its participation rate during the month of October. The methodology for measuring participation must be provided to the county upon request. The planning document asks for a description of activities the city will implement to increase recycling and make progress toward county objectives.

C. Use of Funds

The following requirements apply to the use of recycling funds:

1. All grant funds accepted from the county must be used for waste reduction and recycling capital and operating expenses in the year granted. The county will not reimburse any funds in excess of actual expenses.
2. A municipality or joint powers organization may not charge its residents through property tax, utility fees, or any other method for the portion of its recycling program costs that are funded by county grant funds.
3. Municipalities must establish a separate accounting mechanism, such as a project number, activity number, or fund that will separate recycling revenues and expenditures from other municipal activities, including solid waste and yard waste activities.
4. Recycling and waste reduction activities, revenues, and expenditures are subject to audit.
5. Municipalities that do not contract for curbside recycling services will receive grant funds provided that at least 90% of the grant funds are credited back to residents and the city meets all minimum program requirements. The additional 10% may be used for municipal administrative and promotional expenses.

D. City Requirements

1. Materials Accepted

At a minimum, the following materials must be collected curbside:

- Metal food and beverage cans;
- Glass food and beverage containers;
- Cardboard boxes;
- Newspaper and inserts;
- Mail, office and school papers;

- Cereal, cracker, pasta, cake mix, shoe, gift, and electronics boxes;
- Boxes from toothpaste, medications and other toiletries;
- Magazines and catalogs;
- Aseptic and gable-topped containers; and
- Plastic bottles and containers, #1 – Polyethylene Terephthalate (PET, PETE), #2 High Density Polyethylene (HDPE), #4 – Low Density Polyethylene (LDPE) and #5 – Polypropylene (PP) plastic bottles, except those that previously contained hazardous materials or motor oil.

The county may add materials to this list and require municipalities to begin collection within one year of receiving notification from the county. Municipalities will notify the county if materials not found on this list will be collected.

2. Education and Outreach

The partnership between the county and municipalities has been highly effective in educating residents and motivating behavior change. In order to continue this partnership and increase these efforts, program activities of municipalities must be coordinated with county and regional efforts. Municipalities must adhere to the following requirements:

- a. Use county terminology when describing recycling guidelines, including the description of materials accepted and not accepted, preparation guidelines, and promotional materials;
- b. Use images provided by the county or the Solid Waste Management Coordinating Board (SWMCB) if using images of recyclables;
- c. Provide recycling information on the city's website, including materials accepted and not accepted, a recycling calendar, and links to county resources;
- d. Mail a recycling guide to residents each year using a template developed jointly with the county. The county will design and print the guide. If a municipality does not use the template produced by the county, the municipality may develop its own guide at the municipality's expense, but it must be approved by the county. If the municipality relies on the hauler to provide the recycling guide, this guide requires approval by the county.
- e. Complete two educational activities from a menu of options developed by the county.

Any print material that communicates residential recycling guidelines that were not provided by the county template will require county approval. This does not apply to waste reduction and reuse, articles on recycling that do not include guidelines, or social media posts. The county will respond within five business days to any communication piece submitted.

3. Recycling Performance

On an annual basis, municipal recycling programs must demonstrate that a reasonable effort has been made to maintain and increase the pounds of recyclables per household collected from their residential recycling programs.

If a municipality does not demonstrate measureable progress, a recycling improvement plan must be submitted by the municipality within 90 days of being notified by the county. The recycling improvement plan must be negotiated with the county and specify the efforts that will be undertaken by the municipality to improve its recycling program to yield the results necessary to achieve county objectives.

In cooperation with the county, the municipality may be required to participate in waste and recycling sorts to identify recovery levels of various recyclables in its community. Based on the results of the study, the county and municipality will collaborate to increase the recovery of select recyclable materials being discarded in significant quantities.

E. Grant Payments

The county will make two equal payments to the municipality. One payment will be made after the county receives the application, which consists of the web-based report and the planning document. A second payment will be made after basic program requirements, education and outreach requirements, and recycling performance have been confirmed and approved. If the municipality meets the county requirements, both payments will be made during the same calendar year. Funding will be withheld until the municipality meets the requirements of this policy.

III. Organics Recycling

A. Allocation of Funds

The following formula will be utilized to determine a city's organics recycling SCORE grant each year:

Percent of SCORE funds allocated to curbside organics recycling:

2017	20%
2018	30%
2019	40%
2020	50%

City organics recycling grant calculation:

$$\frac{\text{Number of households with curbside organics in city}}{\text{Total number of households with curbside organics in county}} \times \frac{\text{Total SCORE funds available for organics}}{1} = \text{Organics grant amount available to the city}$$

If the formula above results in cities receiving grants where the dollar amount per participating household is greater than \$25 per year, then a cap will apply. The funding cap per participating household is \$25 per year. The most the county will grant a city is \$25 per participating household per year. If funds are left over because of the cap, those funds will carry over into the following year's SCORE funds.

Eligible residential households are defined as single family through eight-plex residential buildings or other residential buildings where the household is signed up for organics service and the household sets out its own container with organics for curbside collection. The number of eligible households will be determined by counting the number of eligible households on September 1 of each funding year. The city will report the number in the application for funding.

B. Application for Funds

Each municipality must complete an annual application provided by the county by September 1 to receive funding. As a part of the application, a city must submit the number of households signed up for and receiving curbside organics service.

C. Use of Funds

The grant funds may be used for program expenses, including the following:

- Discount to new customers
- Discount to existing customers
- Referral incentives
- City contract costs

- Education and outreach
- Compostable bags
- Kitchen containers
- Carts

Program administration is not an eligible expense. Yard waste expenses are not eligible. If organics are co-collected with other waste, the organics expenses must be tracked separately. If a city passes funds through to a hauler, 100% of those funds must be credited to residents' bills.

In addition, the following requirements apply:

- All grant funds must be used during the term of the agreement. Funds not spent must be returned to the county.
- Funds must be expended on eligible activities per Minnesota State Statute 115A.557.
- A municipality or joint powers organization may not charge its residents through property tax, utility fees, or any other method for the portion of its organics program costs that are funded by county grant funds.
- Municipalities must account for organics expenditures separately upon request by the county. Expenditures are subject to audit.

D. Education and Outreach Requirements

The partnership between the county and municipalities has been highly effective in educating residents and motivating behavior change. In order to continue this partnership and increase these efforts, program activities of municipalities must be coordinated with county and regional efforts. The following requirements apply:

1. Use county terminology when describing organics recycling guidelines, including the description of materials accepted and not accepted, preparation guidelines, and promotional materials;
2. Use images provided by the county or the SWMCB if using images of organic materials;
3. Provide organics recycling information on the city's website, including material accepted and not accepted, service options, and links to county resources;
4. Work with the county to develop promotional resources to increase participation.

E. Reporting

A report on the city's organics program must be submitted electronically to the county by February 15 following each year. The report must include, but is not limited to, the following:

Basic Program Information

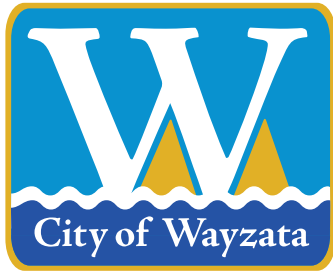
- Hauler(s)
- Collection method
- Where organics were delivered to and processed
- Is service opt-in or opt-out
- Cost of service to residents; contract cost for city
- How the service was billed
- Items included in service, such as curbside collection, cart, compostable bags, etc.

Results

- Tons
- Number of households signed up
- Average pounds per household per year
- Participation (set-out rate on pickup day)
- Program costs
- How funds were used

F. Grant Payment

The county will make one organics grant payment to a municipality each year. The payment will be made after the county receives the application and confirms that the municipality meets the requirements of this policy.



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

Mayor:

Ken Willcox

City Council:

Dan Koch

Johanna McCarthy

Alex Plechash

Steven Tyacke

City Manager:

Jeffrey Dahl

MEMORANDUM

DATE: January 12, 2017

TO: The Honorable Mayor and Members of the City Council

FROM: Becky Malone, Deputy City Clerk

RE: Approval of a Heritage Preservation Board Appointment (HPB)

BACKGROUND:

In October 2016, Gerald Osband submitted an application for appointment to the Parks and Trails Board. He was interviewed by the Council on December 6, 2016. Although his original application was not for appointment on the HPB, he is interested in serving his community and wishes to be considered for appointment to fill one of the vacant seats on the HPB.

RECOMMENDATION:

Staff recommends approval of the appointment.

ACTION REQUESTED:

Approval of Resolution No. 04-2017 approving the appointment of Gerald Osband to the Heritage Preservation Board.

CITY OF WAYZATA

RESOLUTION NO. 04-2017

RESOLUTION APPROVING A HERITAGE PRESERVATION BOARD APPOINTMENT

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

Section 1. BACKGROUND

- 1.1 Vacancy. At the beginning of 2017, two (2) seats for two-year terms remained vacant on the Wayzata Heritage Preservation Board (the “HPB”).
- 1.2 Applicants. In December 2016, resident Gerald Osband stated that although his original application was not for appointment on the HPB, he is interested in serving his community and wishes to be considered for appointment to fill one of the vacant seats on the HPB.

Section 2. STANDARDS

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

Section 3. CITY COUNCIL ACTION

- 3.1 The City Council of Wayzata hereby finds the following person eligible to serve as a member of the Wayzata Heritage Preservation Board and appoints him as a member of the Board as follows:

1. Gerald Osband shall serve the remainder of a two-year term to expire on December 31, 2018.

Adopted by the Wayzata City Council this 17th day of January 2017.

Mayor Ken Willcox

ATTEST:

City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

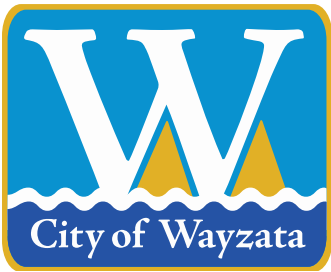
Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 04-2017 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 17, 2017.

Deputy City Clerk Becky Malone

SEAL



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

Mayor:
Ken Willcox

City Council:
Dan Koch
Johanna McCarthy
Alex Plechash
Steven Tyacke

City Manager:
Jeffrey Dahl

Date: January 6, 2017

To: Mayor Willcox and Councilmembers
Jeffrey Dahl, City Manager

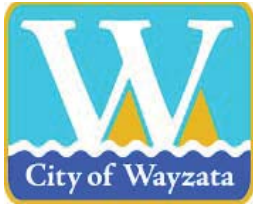
From: Kathy Ovshak, Senior Accountant

Re: 2017 Lease Agreement with Wayzata Historical Society

Attached for your approval is the 2017 Lease Agreement between the City of Wayzata and Wayzata Historical Society. The 2017 Lease Agreement has no rent increase which keeps the annual rent at \$1,251. During the 2014 lease agreement negotiations it was agreed that there would be an every other year increase and that it would be based on CPI. The Wayzata Historical Society is in full agreement with the contract.

Staff recommendation: Approve 2017 Lease Agreement with Wayzata Historical Society

Council action: Approve 2017 Lease Agreement with Wayzata Historical Society



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:
Jeffrey Dahl

LEASE

THIS LEASE, entered into this _____ day of _____, 20____, by and between the City of Wayzata, a municipal corporation (hereinafter "Lessor"), and the Wayzata Historical Society, a Minnesota non-profit corporation ("Lessee").

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

1. **Premises.** Lessor does hereby demise and let unto Lessee and the Lessee leases and hires from Lessor those certain premises located in that building commonly known as the Wayzata Depot, 402 E. Lake Street, Wayzata, MN. The finished office space (800 sq. ft.), together with access to all common areas, including restrooms (200 sq. ft.), and storage space as needed in basement.
2. **Tenn.** The lease period shall commence in the year 2017 on the first day of January, and shall terminate on the 31st day of December, provided that either party may cancel this lease by giving the other party no less than ninety (90) days written notice thereof and provided further that any cancellation date shall be effective no earlier than July 1. Said term shall be automatically renewed for like periods of time unless terminated as provided above.
3. **Rent.** As rent therefore Lessee covenants to pay Lessor an annual rent of \$1,251.00 payable in quarterly installments of \$312.75 on or before the first day of each quarter.
4. **Purpose.** The leased property shall be used for the normal purposes of Lessee, together with incidental storage in conjunction therewith.
5. **Sublease.** Lessee shall not assign this lease or sublet all or any part of said premises without the written consent of Lessor.
6. **Fire.** If the premises becomes untenable or unfit for occupancy in whole or in part by the total or partial destruction of said building by fire or other casualty and Lessor shall fail or refuse within 10 days thereafter to agree in writing to restore the same within 90 days after such loss, this lease may be terminated by either Lessor or Lessee by notice in writing. If Lessor agrees in writing within 10 days after such loss, the rent to be paid hereunder pending such restoration shall be abated in proportion that the impairment of the use of said premises to Lessee bears to the total rent to be paid during the term of the lease.
7. **Utilities.** Lessor will provide for electricity, natural gas, water and sewer to the premises. Lessee will pay for telephone, cable TV, and other personal choice amenities used on the premises by the Lessee.
8. **Furnishing.** The premises are leased unfinished with the exception of the wooden depot benches. All other furnishings shall belong to and be the responsibility of Lessee.

9. Additional Interior Improvements. Lessee may make, at its own expense and with the written consent of Lessor for improvements costing more than \$500.00, such further and additional interior improvements in the leased premises as it shall deem necessary and proper.
10. Janitor. Lessee will provide its own janitorial services at its own expense for the demised premises and for the restroom facilities adjacent thereto. Lessor shall at its own expense provide maintenance, including snow removal and cleaning for the driveways, the roof, the exterior of the building, the lawns and the parking area. Lessee will keep the leased premises in a neat, clean and respectable condition. Lessor will replace glass broken on the premises during the term on the lease.
11. Insurance. Lessee hereby holds Lessor harmless from any and all liability that may arise out of Lessee's use or occupancy of said premises, and Lessee will obtain, at its own expense, policies of liability insurance with the Lessor endorsed thereon as an additional insured in an amount not less than \$1,000,000 per person injured and \$2,000,000 per accident. Lessee will furnish Lessor appropriate certificates showing such coverage and that the City be listed as additional insured.
- Lessor will, at his own expense, obtain fire and extended coverage insurance on the entire building and such contents thereof as are owned by Lessor. Lessor shall obtain waiver of subrogation clauses on such policies so as to relieve Lessee of any liability to Lessor or any other person for causes or events for which Lessor was covered under such policies.
12. Entry by Lessor. Lessor may at all reasonable times enter said premises to inspect the same and to maintain and make repairs therein.
13. Repairs. Lessor shall make all necessary structural repairs and repairs to the exterior of the building except as specifically provided above.
14. Binding Effect. This agreement shall be binding upon the successors and assigns of the parties hereto.

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

CITY OF WAYZATA, MINNESOTA (Lessor)

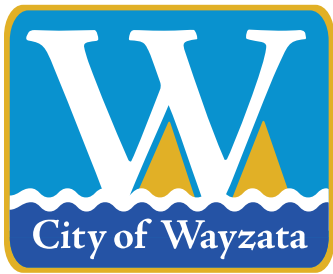
By _____
Ken Willcox, Mayor

And - - - - -
Jeffrey Dahl, City Manager

WAYZATA HISTORICAL SOCIETY (Lessee)

By _____
Joanie Holst, President

And - - - - -
Andy L. Bond, Treasurer



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

Mayor:
Ken Willcox

City Council:
Dan Koch
Johanna
McCarthy
Alex Plechash
Steven Tyacke

City Manager:
Jeffrey Dahl

Date: January 6, 2017

To: Mayor Willcox and Councilmembers
Jeff Dahl, City Manager

From: Kathy Ovshak, Senior Accountant

Re: 2017 Community Room Use Agreement & Cable Television Video Production Studio
License Agreement with Lake Minnetonka Conservation District (LMCD)

Attached for your approval is the 2017 Community Room Use Agreement and Cable Television Video Production Studio License Agreement between the City of Wayzata and LMCD. The 2017 Use Agreement has a \$49 increase bringing the annual Community Room use amount to \$3,319. The LMCD is in full agreement with the contract.

Staff recommendation: Approve 2017 Lease Agreement with Lake Minnetonka Conservation District (LMCD)

Council action: Approve 2017 Lease Agreement with Lake Minnetonka Conservation District (LMCD)

AGREEMENT

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

WITNESSETH:

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

Now, therefore, the parties mutually agree as follows:

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

- A. LMCD agrees to schedule the community room through the City of Wayzata per the Wayzata Community Room Scheduling and Use Policy rules. (Two meetings per month, set-up time starting at 4 PM, provide own DVD's, tapes etc., vacuum if needed, empty trash and recycling if full from meeting.) The City reserves the right to revoke permission to use the Community Room on a Monday – Thursday evening if the Community Room is needed for a City Council, Planning Commission, or other City government meeting.
- B. LMCD agrees to return the Community Room back to its standard configuration after each use.
- C. LMCD agrees to be responsible for any liability, damage or loss to the City from the LMCD's use of the Community Room as follows: The LMCD agrees to save harmless, protect, and indemnify the City and its employees, Council Members and agents from and against any and all losses, damages, claims, suites or actions judgments, and costs that may arise or grow out of any injury to or death of persons or damage to property, arising out of and attributable to the acts or omissions of, or use by the LMCD, its agents, servants, employees, or guests of the Community Room and the contents therein except as may be the result of the City's sole negligence. The City shall not be responsible for the loss of or damage to property or injury to person, occurring in or about the Community Room while in use by the LMCD. The LMCD agrees that if the LMCD, or its agents or employees cause any damage to the Community Room or contents therein, normal wear and tear exempted, it shall immediately repair such damage or replace such equipment or personal property so damaged. Nothing herein shall be deemed a waiver by the LMCD of the limitations on liability set forth in Minnesota Statutes, Chapter 466.
- D. For the calendar year 2017, LMCD agrees to pay the sum of Three Thousand Three Hundred Nineteen dollars (\$3,319.00) for the use of the Wayzata Community Room. Effective for subsequent years, Landlord shall, at its sole discretion, have the right to make reasonable adjustments to the room use fee.
- E. LMCD shall have the right to terminate its use of the Community Room upon 30-days written notice to Landlord.

The effective date of this Agreement is January 1, 2017.

City of Wayzata

Lake Minnetonka Conservation District

Mayor

Date

Chair

Date

City Manager

Date

Executive Director

01-17-2017 CC MEETING PACKET

Date Page 58 of 126

LICENSE AGREEMENT

(Wayzata City Hall Cable Television Video Production Studio)

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

WITNESSETH

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

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

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

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

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

4. Operations.

A. LMCD shall:

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

B. City shall:

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

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

9. Term. The term of this License shall be from the date hereof until Midnight on December 31, 2017.
10. Miscellaneous. The City, by entering into this Agreement makes no representation or warranty regarding the fitness of the Studio and its equipment and personal property as being suitable for the purposes of the LMCD. The LMCD agrees that the Studio and its contents are being provided on an “as is” basis. The LMCD agrees that they shall be solely responsible for the quality of the production as a result of the LMCD’s use of the Studio.
11. Termination. Either party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days written notice to the other parties.
12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.
13. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to all matters regarding the rights and obligations of each party regarding the operation, access and use of the Studio, and this Agreement supersedes all prior agreements and understandings, oral and written, between the City and LMCD regarding use of the Studio.
14. Binding Effect. This agreement shall inure to the benefit of the parties hereto and shall be binding upon the parties hereto and their respective successors and assigns.
15. Headings. The article, section, and other headings contained in this Agreement are for reference purposes only and shall be deemed to be a part of this Agreement or to affect the meaning or interpretation of this Agreement.
16. Counterparts. This Agreement may be executed in any number of counterparts, and be different parties on different counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Agreement shall be deemed fully executed when each party hereto has executed a counterpart hereof.
17. Severability. If any term, condition, or provision of this Agreement, or the application thereof to any circumstance, shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provision of this Agreement shall not be affected thereby and each remaining term, covenant, condition, and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

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

CITY:

CITY OF WAYZATA

By _____
It's Mayor

Date: _____

And by _____
It's City Manager

LMCD:

LAKE MINNETONKA CONSERVATION
DISTRICT

By _____
Its Board Chair

Date: _____

And by _____
Its Executive Director

CITY OF WAYZATA



PUBLIC WORKS

To: Wayzata City Council
From: Mike Kelly, City Engineer
Date: 1/11/2017
Re: Approval of Resolution No. 03-2017, Restricting Parking on a portion of Walker Avenue South

ACTION REQUESTED: Approval of Resolution No. 03-2017 Restricting Parking on a portion of Walker Avenue South.

BACKGROUND: A portion of Walker Avenue South, between Wayzata Boulevard and Rice Street East currently varies in width between 24 and 28 feet and currently allows for parking along the entire west side and the northern 150 feet of the east side. This current parking configuration does not allow for adequate two-way traffic flow and emergency access. Additionally, there is a proposed change of use at the 605 Rice Street East property.

RECOMMENDATION: Staff recommends approval of the attached Resolution restricting parking the entire east side of Walker Avenue, between Wayzata Boulevard and Rice Street East.

ATTACHMENTS: Resolution No. 03-2017

CITY OF WAYZATA

RESOLUTION NO. 03-2017

A RESOLUTION RESTRICTING PARKING ON A PORTION OF WALKER AVENUE SOUTH

WHEREAS, a portion of Walker Avenue South, between Wayzata Boulevard and Rice Street East, currently varies in width between 24 and 28 feet, and

WHEREAS, the same section of Walker Avenue South currently allows for parking along the entire west side and the northern 150 feet of the east side, and

WHEREAS, the current parking configuration does not allow for adequate two-way traffic flow and emergency access, and

WHEREAS, there is a proposed change of use at the 605 Rice Street East property, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota that parking be restricted on the entire east side of Walker Avenue, between Wayzata Boulevard and Rice Street East.

Adopted by the City Council of the City of Wayzata this 17th day of January, 2017.

Ken Willcox, Mayor

Attest: _____
Jeff Dahl, City Manager

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 03-2017 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 17, 2017.

Becky Malone, Deputy City Clerk

SEAL

CITY OF WAYZATA



PUBLIC WORKS

To: Wayzata City Council
From: Mike Kelly, City Engineer
Date: 1/11/2017
Re: Authorization of Ad for Bid for 2017 Sanitary Sewer Lining Project

ACTION REQUESTED: Authorization of Ad for Bid for 2017 Sanitary Sewer Lining Project.

BUDGET CONSIDERATION: This project is proposed to be funded through use of the Sanitary Sewer Capital Improvement Program (CIP).

BACKGROUND: The Public Works Department routinely performs maintenance on Wayzata's sanitary sewer system. Occasionally, this maintenance includes the lining of the existing sewer main with a Cured-In-Place Pipe (CIPP) liner. Sewer lining is a quick and economical process, in lieu of replacing pipes by open excavation. This process prevents major traffic disruptions and health hazards from potential exposure to raw sewage. Additionally, sewer lining can typically be completed in several days and has a 50-year design life.

The 2017 Wayzata project proposes to line approximately 5,150 feet of sewer main in the following areas: Central Avenue South, Circle Drive East, Glenbrook Road, Grand Avenue, Huntington Ave South, and Shady Lane.

The bid opening for this project is proposed to be on February 16, 2017 and City Council will consider award of the project at their meeting on February 21, 2017.

RECOMMENDATION: Approval of the attached advertisement for bid.

ATTACHMENTS: Proposed Advertisement for Bid
Project Location Map

2017 SANITARY SEWER REHABILITATION
BIDS CLOSE FEBRUARY 16, 2017
WAYZATA, MN.

NOTICE TO BIDDERS

Sealed bids will be received until 10:00 A.M. CDST on February 16, 2017 by the City Engineer at Wayzata City Hall, 600 Rice Street, Wayzata, MN 55391 for the 2017 Sanitary Sewer Rehabilitation project, located on Glenbrook Rd., Huntington Ave., Central Ave. S., Circle Dr. E., Shady Ln. E. and near Grand Ave., in Wayzata.

The project includes the following approximate quantities:

2017 SANITARY SEWER REHABILITATION
4,659 LF – 8” Cured In-Place Pipe System (CIPPS)
500 LF – 10” Cured In-Place Pipe System (CIPPS)
1,000 SY – Sod w/ 4” Topsoil

All bids shall be submitted to the City Engineer, City of Wayzata, 600 Rice Street, Wayzata, Minnesota 55391, and shall be in accordance with plans and specifications on file in the office of the City Manager. All bids received after 10:00 A.M. CDST on February 16, 2017 will be returned to the bidder.

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

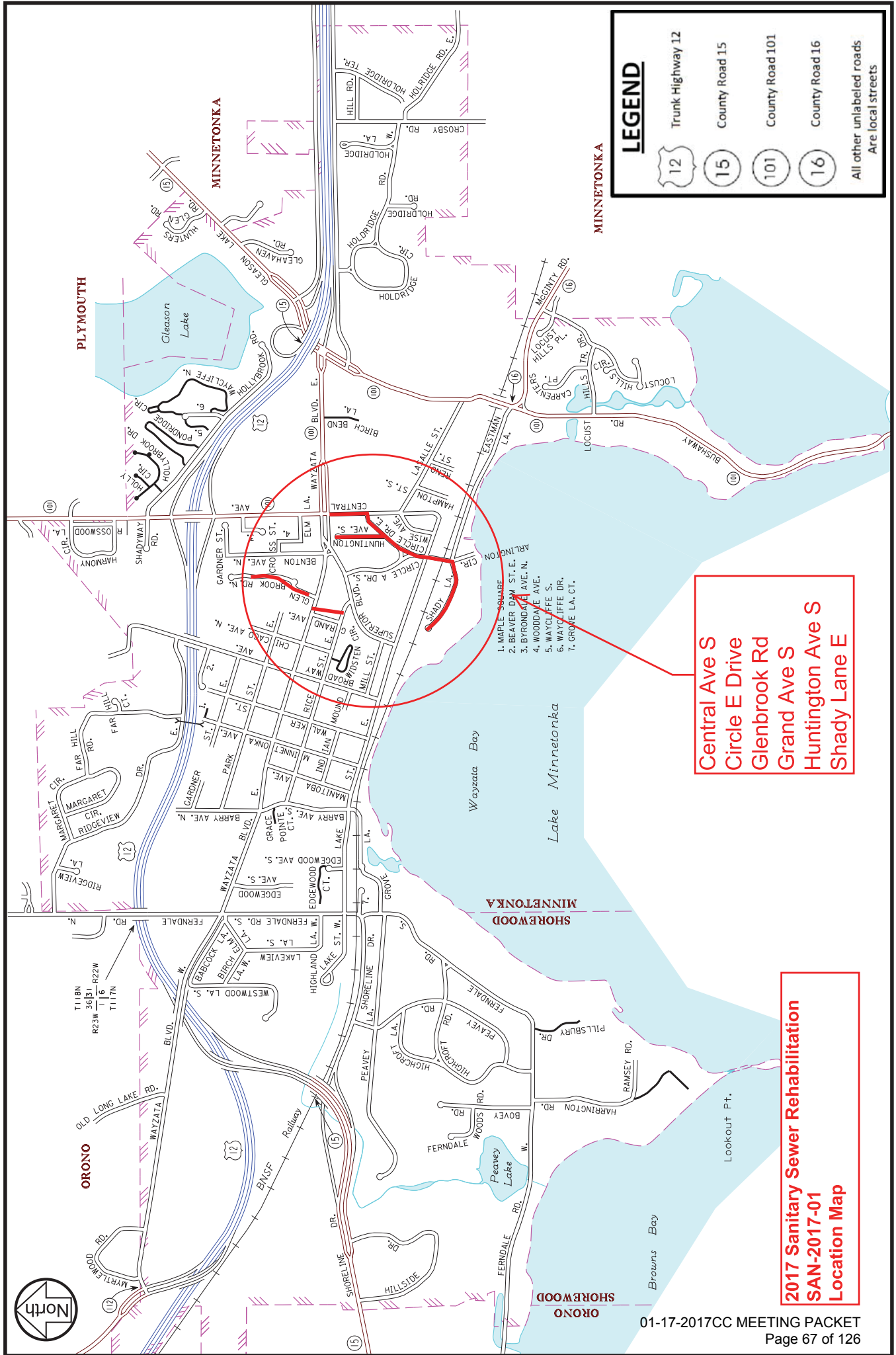
Complete digital contract bidding documents are available at www.QuestCDN.com. You may download the digital plan documents for \$20.00 by inputting QuestCDN project #4785693 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

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

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

DAVID DUDINSKY
Director of Public Service

Published in Finance & Commerce: January 23, 2017 & January 30, 2017
Published in Lakeshore Weekly News: January 24, 2017



LEGEND

Trunk Highway 12

County Road 15

County Road 101

County Road 16

All other unlabeled roads
Are local streets

Central Ave S
Circle E Drive
Glenbrook Rd
Grand Ave S
Huntington Ave S
Shady Lane E

2017 Sanitary Sewer Rehabilitation
SAN-2017-01
Location Map



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

Mayor:
Ken Willcox

City Council:
Dan Koch
Johanna McCarthy
Alex Plechash
Steven Tyacke

City Manager:
Jeffrey Dahl

Date: January 12, 2017
To: The Honorable Mayor and Members of the City Council
From: Jeffrey Dahl, City Manager
Subject: Review of 2016 Annual Report

Update

Staff will be going through its 2016 Annual Report at the meeting. Thank you to all City Staff for their hard work with all of the City's accomplishments.

Attached is the power point presentation. In the next few weeks, staff will be scheduling a Strategic Planning Session in late Winter/early Spring with the Council in order to review past strategic initiatives and update the plan based on what has already been accomplished and new priorities.

City Council Action Requested:

No action is requested at this time.

City of Wayzata

2016 in Review



Lake Effect 2016 Milestones

- Public Engagement and Schematic Design Completed in Spring of 2016
- City Council Accepted Schematic Design in May
- City Council Approved a Refined Scope of the Lake Effect Project in Aug
- City Council Approved Partnership Agreement with Lake Effect Conservancy in Aug
- Lake Effect Conservancy hired consultant Executive Direct Kathy Coward in Dec
- Staff is working with consultants and public entities on finalization of the EAW, which is needed prior to any permitting or construction approvals. EAW will highlight any significant “red flags”
- Staff continues to work with BNSF to solidify mutual understanding of the project
- Lake Effect Conservancy is now actively seeking donors to help fund project



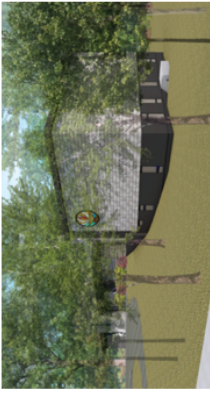
Downtown Parking Initiatives

Mill Street Parking Ramp

- Hired Tegra as Owners Rep in June
- Accepted Schematic Design from Steering Committee/HGA in July
- Prepared Plans and went out for bid from Aug to Oct
- Awarded Construction of Project to Adolfson and Peterson in early Nov
- Approved Parking Mitigation Plan along with Open for Business in Nov
- Approved TIF financing to fund project in Nov and Dec

Planning

2016 Development Applications Overview

	Unitarian Universalist Church of Minnetonka 2030 Wayzata Blvd E New church building (10,000 sq ft) Under construction; Expected completion end of 2017		Broadway Place 326 & 332 Broadway Ave S Mixed use commercial project with 7,000 sq ft retail and 13,000 sq ft office Approved by City Council in 2016; Construction expected to begin in 2017
	Beacon Five 529 Indian Mound E Mixed use development includes 5 residential condominiums Approved by City Council in 2016; Construction expected to begin in 2017		Mill Street Parking Ramp 725 Mill St E 385 stall City-owned parking ramp Under construction; Expected completion mid-2017
	Meyer Place 105 Lake St E Residential condominium project with 21 units Approved by City Council in 2016; Construction expected to begin in 2017		Residential Subdivisions Huntington Heights 173 & 181 Huntington Ave S 2 new single-family homes Under construction Frenchwood 3rd Addition 250 & 270 Bushaway Rd 2 new single-family homes Approved by City Council

Planning

Zoning Ordinance Amendments Adopted:

- Parking Ordinance
- Tree Preservation Ordinance
- Institutional Zoning District
- Temporary Family Healthcare Opt-Out
- Floodplain Ordinance

Other Projects:

- Roundabout Public Art Project
- Lake Effect EAW
- Mill Street Parking Ramp Design
- Downtown Special Services District
- Fee in Lieu of Parking Policy

Building & Inspections

	2016	2015	2014	2013	4 Year Average
Permits and Inspections					
Total permits issued	644	825	672	554	674
New single-family home permits	19	16	27	23	21
Single-family residential demo permits	8	12	20	12	13
Number of inspections	1,671	2,216	2,025	1,344	1,814
Residential construction value	\$ 25,860,934	\$ 33,063,269	\$ 65,388,950	\$ 27,986,182	\$ 38,074,834
Commercial construction value	\$ 49,622,864	\$ 24,171,575	\$ 17,547,366	\$ 58,555,814	\$ 37,474,405
Total construction value	\$ 75,483,798	\$ 57,234,844	\$ 82,936,316	\$ 86,541,996	\$ 75,549,239
Rental Licensing					
Rental Licenses issued	152	110	101	-	121
Rental inspections completed	107*	125	119	122	118

*Inspection deferral program based on good standing was instituted in 2016 for single family homes.

Administration

Business Licensing

- Issued 294 Business Licenses in 2016, compared to 236 in 2015

Examples of Business Licenses: Car wash, food, gasfitters, gasoline filling station, kennel, lodging, liquor, massage, public pool, sidewalk café, tobacco, and tree removal and treatment.

Personnel Changes

- Hired Doug Reeder as Interim City Manager 1st half of 2016
- Worked with Springsted to facilitate City Manager Recruited Process
- Hired New City Manager in Spring
- Added new Admin Staff Lori Krismer
- Hired new Payroll Clerk/Admin Support/HR Asst. Julie Kaufman
- Building Official Don Johaneson Retired
- Promoted Building Inspector Tyson Jenkins as Building Official
- Hired Jason Wagner as new Building Inspector
- In hiring process now of new Assistant Manager at Bar and Grill

Administration

2016 Election:

- Wayzata City Council election results:

Mayor City of Wayzata (Elect 1)	Votes	Percent
Ken Willcox	2226	97.04%
Write-In	68	2.96%

Council Member City of Wayzata (Elect 2)	Votes	Percent
Dan Koch	1718	48.97%
Alex Plechash	1715	48.89%
Write-In	75	2.14%

Voter Statistics	2016
Registered Voters at 7 AM	3153
Election Day Registrations	310
Absentee Ballots Cast	1391
Election Day Ballots Cast	<u>1468</u>
Total Ballots Cast	2859
Voter Turnout Percentage	82.56%

Administration

2016 Election:

- **A record breaking 1,391 absentee ballots processed for 2016 General Election!**
- Between 285 – 490 absentee ballots were processed for previous General Elections
- All election judges were trained to use new e-poll books during both the state primary and general elections in 2016---the e-poll books replaced paper check-in process

Communications

City Social Media	2013	2014	2015	2016
Facebook Likes	 212	331	576	900
Twitter Followers	 161	325	602	930

Highlights for 2016:

- In April 2016, Wayzata Community Television (WCTV) started to broadcast in High Definition (HD). Also, the City began online streaming WCTV with the purchase of new HD broadcast equipment
- In July 2016, the City launched a new website module feature, CivicSend, for enhanced delivery of the Wayzata Weekly communications (425 subscribers)

Finance

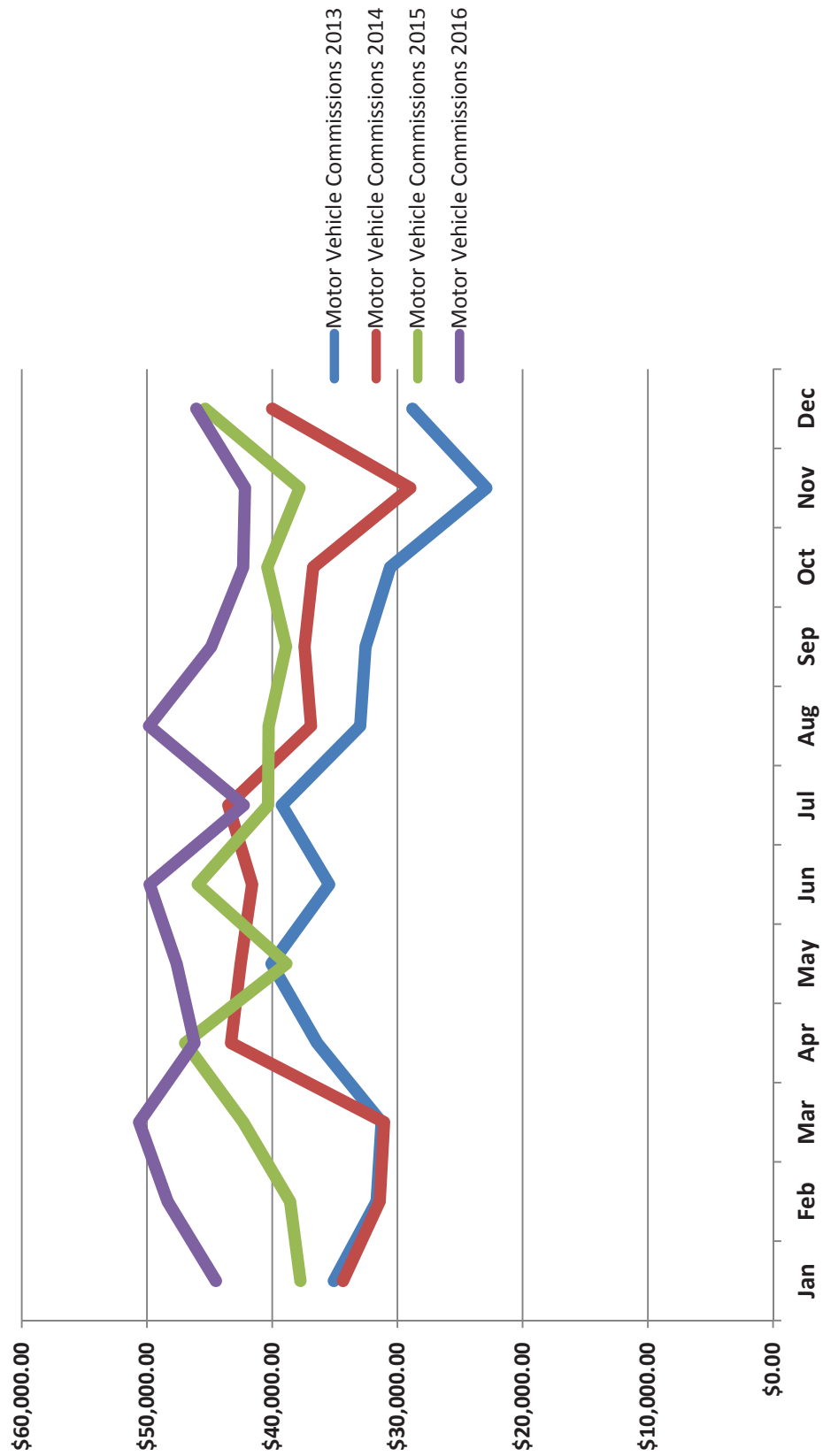
- 2016 is estimated to end with revenues in excess of expenditures of approximately \$400,000, due mainly to permit and inspection revenue and “muni” revenues in excess of budget
- These excess funds have been allocated to help fund the Mill Street Parking Ramp
- Bond rating was reinstated to AAA
- 2016 General Fund budget levy increase stayed under 3%
- Tax rate decreased from 25.71% in 2015 to 24.72% in 2016 and forecasted to continue to decline to 23.35% in 2017
- Successfully negotiated 3 year contracts with both Unions

Motor Vehicle

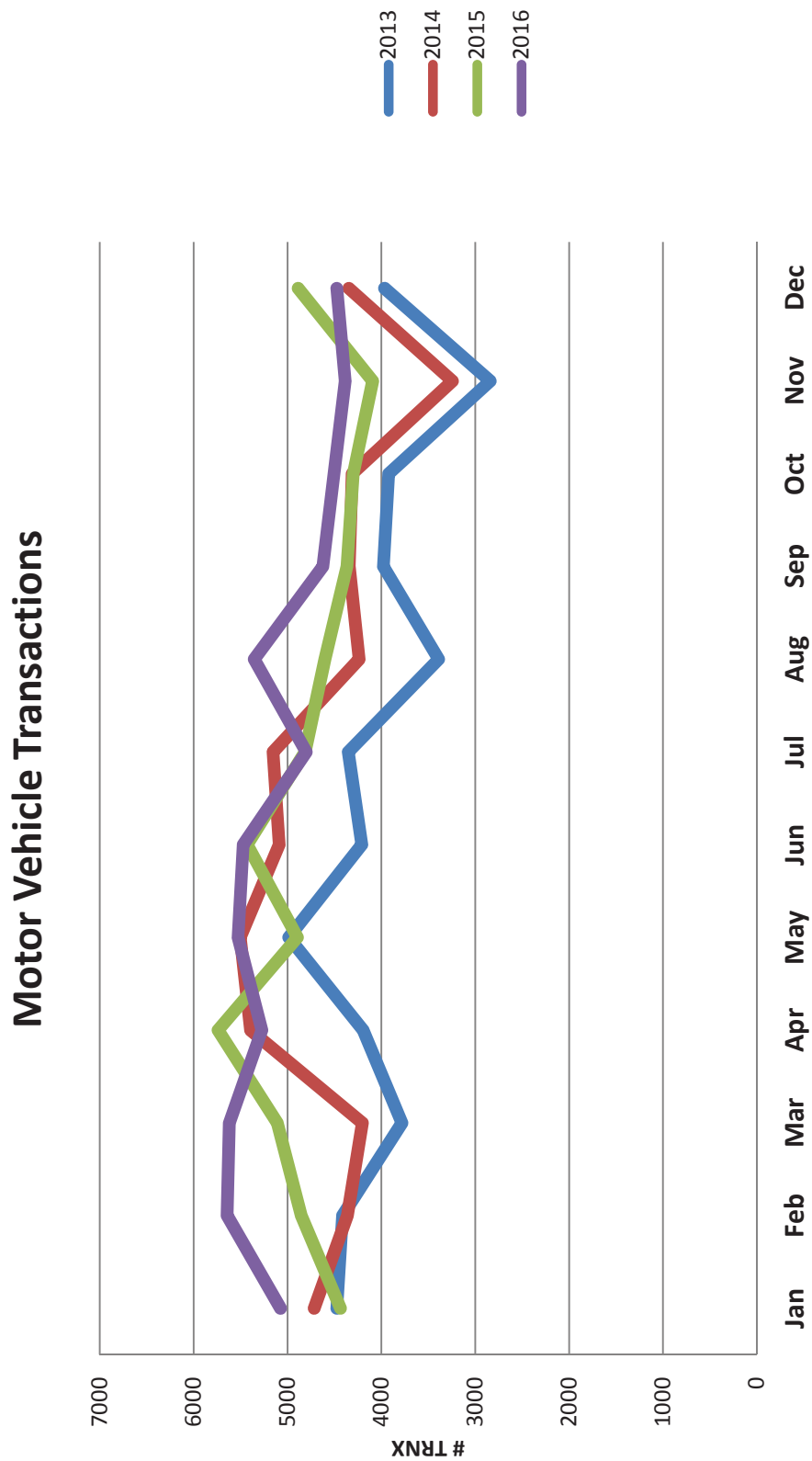
	2015 Actual	2016 Preliminary
Revenue	\$490,868	\$552,514
Expenses	\$313,960	\$332,459
Contribution to General Fund	<u>\$50,000</u>	<u>\$50,000</u>
Net Income	\$126,908	\$170,055

- 2016 operating revenue continues to grow---up almost \$63k over 2015.
- Processed over 60,750 dealer and customer transactions and 2,468 Passports (1,816 passports in 2015).
- Continued to add dealerships including Indoor Auto and Total Auto Sales.
- New online appointment scheduling for passports allows for easy passport process to schedule appointments and eliminates staff from returning hundreds of phone calls weekly.

Motor Vehicle Commissions



Motor Vehicle Transactions



Fire

- 295 Calls for Service in 2016, compared to 285 in 2015 (May was busiest month with 36 calls!)
- Replaced 1981 Tanker Truck with a 2016 Tanker Truck
- Two Members earned 10 Years of Service
- Two members earned 30 Years of Service
- One member retired with 42 Years of Service
- Staffing level is at 22 of 30 Members

Police

Personnel History

Year	Chief	Patrol	Investigations	SRO	CSO	Total
1981	1	6	0	0	0	7
1985	1	6	1	0	0	8
1999	1	7	1	0	1	10
2006	1	8	1	0	1	11
2007	1	8	1	1	1	12
2010**	1	7	1	1	0	10
2011**	1	9	1	1	0	12
2014	1	9	1	1	.6	12.6
2016	1	10	1	1	.6	13.6

** Layoffs due to Economy

** Two Officers added for Long Lake Contract

- Experience Ranges from 2 – 39 Years
- Average Experience = 22 Years
- Succession Planning a Priority. Future Promotional Opportunities.
- Retention Remains an Asset for the Department

Police

Investigations

- Heavy Caseload
- Clearance Rates Remain Very High
- Experienced
- Transitioning SRO into PT Investigator

Police

	2012	2013	2014	2015	2016	%
Citations	1090	1225	1717	1963	1731	-12%
Warnings **	661	795	929	1019	1328	+23%
DWI **	43	38	33	30	38	+21%
Accidents	236	272	265	263	224	-15%
Burglary	17	19	23	12	12	0%
Firearm Permits	86	54	39	46	44	-4%
Death Investigation	9	3	9	12	12	0%
Crime Sex Conduct	4	4	4	2	4	+50%
Assault	34	31	20	40	37	-8%
Theft/Forgery	144	111	114	172	141	-18%
Medicals	687	593	757	851	864	+2%
Alarms	354	426	548	516	499	-3%
Total Activities	6524	6621	7697	8565	8764	+2%
** Additional nighttime hours result in more Warnings and DWI's - Total activities are up 25.5 % since 2012						

Police

- Former Wayzata Reserve Officer and Crystal Police Officer Andy Sharratt was hired in Jan, bringing total number of officers to 13
- The department executed 22 search warrants and approximately 35 administrative subpoenas in 2016
- The department investigated and referred 29 felony cases to Hennepin County for prosecution in 2016
- Part 1 crimes decreased by 15% and Part 2 crimes increased by 22% over 2015. Larceny and theft related crimes decreased during the year but remain high

Police

- Participated in the Lake Mtn Emergency Response Unit (SWAT) with one officer trained as a sniper
- Participated in federally funded Toward Zero Death traffic enforcement program
- Responded to 230 calls for service at Folkstone compared with 153 in 2014 and 223 in 2015 (17 of these were Vulnerable Adult cases requiring investigation)
- Long Lake is in year two of a five year contract with us for police services
- Facebook followers reached 1,837---the most viewed post to date was seen more than 80,000 times!

Public Works - Engineering

- **Bushaway Road (CSAH 101)**
 - Road Reopened November 1, 2016
 - Landscape Committee completed plans for 2017 landscaping project
- **Watermain Projects**
 - Replaced aging watermain on Ridgeview Drive
 - Installed new 6" main on Eastman Lane
- **Met Council Environmental Sewer Project**
 - Completed forcemain along Cty. Rd. 15 from Orono Orchard Rd to Hillside Drive
- Reconstructed Chicago Ave, Cross Street, Gleahaven Road, and the parking lot behind Starbucks/Steele Fitness
- Repaved Indian Mound, West Lake Street, and Manitoba Ave

Public Works - Utilities

- **Gopher State One Call,**
 - Completed 1,650 utility locate requests for underground excavation in 2016, compared to 1,830 in 2015
- **Water System**
 - Completed 144 work orders to replace or repair failed water meters
 - 255,000,000 gallons used from 3 City wells in 2016
 - Replaced 1000' of 12" water main along Ridgeview Dr
 - Installed 800' of 6" water main along Eastman to complete system loop in area
- **Sanitary Sewer System**
 - Inspected 9 new sewer and water services for residential homes
 - Completed jetting, cleaning, televising, and inspection of 10,316 ft of sewer lines
 - Lined 8,500 ft of sewer main
 - City has 25 Lift Stations---Yearly service of 2 pumps at each lift station (check oil levels in each pump, observe condition of impellers and volutes to determine maintenance/replacement as needed for budgeting purposes)

Public Works – Streets

- Prepared streets for seal coating, including: roadside tree trimming, 36,132 ft of crack sealing, manhole inspection within roadways, etc.
- Sealcoated 9.5 miles of city streets
- Completed inspection of all city-owned sidewalks
- Oversaw replacement of approximately 800 sf of sidewalk due to deterioration, trip hazards, etc.
- Completed yearly inspection and cleaning of 106 storm water sump manholes to prevent sediment from entering Lake Minnetonka.
- Worked with Eng. to Install Municipal “Wayfinding” poles and signage at:
 - Broadway Ave & Wayzata Blvd
 - Minnetonka Ave & Wayzata Blvd
 - Post Office Pocket Park
 - Bell Courts

Public Works – Parks

- Hired one new employee – Bennett Myhran
- Emerald Ash Borer (EAB)
 - Completed inventory with volunteer group (approx. 250 trees)
 - Planted 80 trees in a 20' x 50' gravel bed nursery for replacement program
 - Removed 33 ash trees in City ROW and replanted 80 trees in City ROW and parks
- Replanted median on Wayzata Blvd
- Removed and Replaced City Holiday Tree on Lake Street
- Re-landscaped Lake St/Barry Ave intersection
- Planted perennial garden at Wayzata Blvd/Barry Ave intersection
- Resurfaced Bell Tennis Courts
- Replaced 14 sections of damaged hockey boards
- Implemented initiatives recommended by Parks and Trail Board
 - Big Adirondack Chair
 - Constructed 2 bocce courts adjacent to Bell Tennis Courts
 - Added 2 picnic tables near the bocce courts and 2 near beach house



	2015 Actual	2016 Preliminary
Sales	\$2,634,124	\$2,920,155
Gross Profit	\$649,704	\$766,600
Net Income	\$166,258	\$303,635

- Sales mix is about 50% wine, 25% spirits, 22% beer, 3% misc (merchandise/tobacco)

Business Plan Goals Achieved:

- Implemented direct mail advertising campaign as planned with great sales results and customer feedback
- Created several new reports to identify slow moving items, better understand our sales mix and top sellers---Inventory turn is improving as a result
- Delivery program is successful---Utilized frequently and great for fulfilling large orders for events, parties and weddings
- Employee handbook updated, education program and policy in place



	2015	2016 Preliminary
Sales	\$2,978,651	\$2,952,848
Gross Profit	\$2,026,789	\$2,072,172
Net Income	\$429,380	\$395,116

2016 Highlights:

- National Trend in in full service restaurants declined between 4-6% across the board and staffing continues to be major challenge
- Food cost has decreased from 40% in 2014 to 38% in 2015 to 35% in 2016 due to better management of inventory, minimizing waste, and reducing staff turnover
- Net Income is at 14% which is well above the industry standard of 8%, despite absorbing another minimum wage increases and additional expenses related to the Affordable Care Act



Community Involvement

- Sole beverage provider at JJ Hill Days and surpassed goal with \$41,172.00 in gross revenue
- Raised \$705.00 for Be Pink in Wayzata in 2016
- Sponsored Wayzata Youth Hockey---\$875.00 was donated for jerseys
- We fell short at the Chili Open in 2016 with Spresso Red Chili---The hope is that this year's Colorado Green Chili will take the trophy home!
- From the volunteer dinner, the police/fire softball game and the tree lighting to the hosting of local business' holiday parties and high school class reunions, we continue to be premier caterer and your overall hometown gathering place

Thank You!

The City of Wayzata's most valuable asset:





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

Mayor:
Ken Willcox

City Council:
Dan Koch
Johanna McCarthy
Alex Plechash
Steven Tyacke

City Manager:
Jeffrey Dahl

Date: January 11, 2017

To: The Honorable Mayor and Members of the City Council

From: Jeffrey Dahl, City Manager

Subject: Consideration of an Ordinance to Amend Chapter 205 and Chapter 504 (Off-sale of 3.2 Percent Malt Liquor) of the Wayzata City Code

Update

Upon going through the liquor licensing process for 2017, staff noticed that the existing ordinance allows 3.2 Percent Malt Liquor off-sale licenses at premises other than the City's municipally owned off-sale liquor store, the "Muni."

Holiday is the only existing business that owns a 3.2 Percent Malt Liquor off-sale license. Given the precedence of the City's municipal liquor store operations being the sole proprietor of all off-sale liquor in the community, staff directed the City Attorney to draft an ordinance amendment to prohibit further licensing of 3.2 Malt Liquor off-sale.

Analysis

This ordinance amendment will do the following:

- Make the City's off-sale ordinances more consistent; and
- Help increase revenues for "Muni" Operations, which ultimately go back into the community; and
- Would allow the one existing license to be "grandfathered" in.

Recommendation

Staff recommends adoption of the attached ordinance.

City Council Action Requested:

Motion to adopt the attached Ordinance 767, An Ordinance Amending Chapter 205 (Municipal Liquor Dispensary), and Chapter 504 (3.2 Percent Malt Liquor) of the Wayzata City Code.

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA
ORDINANCE NO. 767

**AN ORDINANCE AMENDING CHAPTER 205 (MUNICIPAL LIQUOR DISPENSARY),
AND CHAPTER 504 (3.2 PERCENT MALT LIQUOR)
OF THE WAYZATA CITY CODE**

THE CITY OF WAYZATA ORDAINS:

Section 1. Amendment. Section 2 of Chapter 205 of the Wayzata City Code (Municipal Liquor Dispensary) is hereby amended to read in its entirety as follows (~~struck~~ text deleted; underlined text added):

205.02. Liquor Dispensary Established; Off-Sale Limited to Municipal Liquor Stores; Public Consumption Limited. No liquor, beer or wine may be sold at “off-sale” anywhere in the City other than at the established municipal liquor dispensary or by anyone not employed in said dispensary except as lawfully ~~may be~~ authorized by the City Council prior to the effective date of this Ordinance and any renewals thereof. No person shall consume liquor, wine or beer in a public park, on a public street, or in any public place other than the “on-sale” dispensary and such clubs, restaurants and other locations open to the public as lawfully may be authorized.

Section 2. Amendment. Section 3 of Chapter 504 of the Wayzata City Code (3.2 Percent Malt Liquor) is hereby amended to read in its entirety as follows (~~struck~~ text deleted; underlined text added):

504.03. Types of Licenses. 3.2 percent Malt Liquor Licenses shall be of the following types:

- a. “On Sale” licenses, which shall be issued only to restaurants and bona fide clubs, and which shall permit the sale of such liquor for consumption on the premises only.
- b. “Temporary On Sale” licenses, which shall be issued only to nonprofit civic organizations for a period of one week or less.
- c. “Off-sale” licenses permitted under Chapter 205 of this Code, which shall be issued to permit the sale at retail of such liquor in original packages for removal from and consumption off the premises only.

Section 3. Effective Date.

3.1 This Ordinance will become effective upon passage and publication.

Adopted by the City Council this ____ day of _____, 2017.

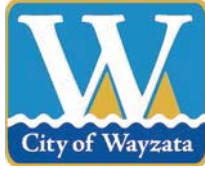
Ken Willcox
Mayor

ATTEST:

Jeffrey Dahl
City Manager

First Reading: January 17, 2017
Second Reading:
Publication:

000043/230032/2540236_1



**Staff Report
City Council
January 17, 2017**

Project Name: Blue Water Theatre Company
Applicant: Blue Water Theatre Company
Property Owner: Unitarian Universalist Church of Minnetonka
Addresses of Request: 605 Rice St E
Prepared by: Jeff Thomson, Director of Planning and Building
“60 Day” Deadline: January 20, 2017

Development Application

Introduction

The applicant, Blue Water Theatre Company, and the property owner, Unitarian Universalist Church of Minnetonka (UUCM), have submitted a development application to change the use of the existing church building at 605 Rice St E. Blue Water, a non-profit youth theater organization, has an agreement with the church to purchase the property. Blue Water would occupy the building and use the facility as a community theater. The proposal requires a conditional use permit.

Analysis of Application

Proposed Use

The applicant has provided a written narrative which provides detailed information about the Blue Water Theatre Company and its intended use of the property. In summary, Blue Water is a non-profit youth theater organization that was founded in 2007 and serves the Wayzata community. Blue Water’s programming includes four main stage musical theatre productions each year, with six to ten smaller productions.

Blue Water has an agreement with UUCM to purchase the property. Blue Water would own the property and fully occupy the building for their use. The applicant is considering minimal improvements to the building and site. The existing sanctuary space would be converted into an adaptable performance space by adding flexible seating and equipment for theater performances. Blue Water is also considering adding an additional restroom on the main level, and the existing monument sign would be

updated with the Blue Water name and logo. The applicant is not proposing any building or site changes that require design review from the City.

The use of the property would include limited staff and volunteer offices in the lower level that would be used during daytime business hours. The main level performance space would be used for both rehearsals and smaller performances. Rehearsals would be held on Monday, Tuesday, and Thursday evenings as well as on Saturdays. The size of the performance space would be able to accommodate the six to ten smaller annual productions. The performance space would include up to 125 seats for attendees. The four main stage productions would not be held on site due to their size. Blue Water has indicated that they would continue to rent other performing arts venues for their larger main stage productions.

Conditional Use Permit

The property is zoned institutional. The institutional zoning district is a district that provides for facilities devoted to serving the public. It is unique in that the primary objective of uses within this district is the provision of services, frequently on a non-profit basis, rather than the sale of goods or services. It is intended that uses within such a district will be compatible with adjoining development, and they normally will be located on an arterial street or thoroughfare.

Permitted uses within the institutional zoning district include schools, religious institutions, and publicly owned civic or cultural buildings. A non-profit community theater does not meet the definition of these permitted uses. One of the conditional uses in the institutional zoning district is uses of the same general character of other permitted, accessory, or conditional uses specifically listed in the zoning district. A non-profit community theater is similar to several permitted uses, such as a church, school, or cultural building. A non-profit community theater is also similar to a community center, which is a conditional use in the institutional zoning district. Staff has determined that the proposed use is appropriate for consideration as a use of the same general character.

Parking

The City's parking ordinance states that when there is a change in use, tenancy, or occupancy of a building *which requires additional parking spaces*, the minimum parking requirements established in the parking ordinance must be met. The proposed building is currently occupied by a church and the proposed use is a performing arts theater. The City's parking requirements are the same for religious institutions, auditoriums, and theaters. The parking requirement is one space for each three permanent seats based on the design capacity of the main assembly hall. Since the applicant is not proposing to increase the seating capacity of the current sanctuary, the proposed change in use does not require additional parking spaces.

The applicant has provided detailed information on hours of operation and the schedule for performances which would draw larger crowds and increase parking demands. The

applicant has also provided parking information that compares the current church use and the proposed community theater use, as it relates to parking. In general, the applicant has stated that the parking demands could be accommodated with existing on-street parking, and by Blue Water working with St. Bart's and the City to use their respective parking lots in the evenings when they are available.

On-Street Parking and Drop-Off/Pick-Up

During the Planning Commission review, the Commission requested additional information regarding how the traffic pattern for pick-up and drop-off would be managed, and how on-street parking would be regulated to mitigate adverse impacts on surrounding properties and on the surrounding public streets. City staff has met with the applicant to discuss pick-up and drop-off. The applicant has stated that they would use the side door entrance along Walker Avenue as the main entrance to the building, and would therefore prefer to have the pick-up and drop-off area along the east side of Walker Avenue.

City staff (including public works, police, and fire) has reviewed the existing on-street parking regulations and the proposed use. Staff is recommending that the east side of Walker Avenue from Wayzata Blvd to Rice Street be posted for no parking. Currently, only the south half of Walker along the east side is posted for no parking. This would allow for on-street parking only along the west side of Walker Avenue, and would maintain two driving lanes for through traffic. Staff thinks that the pick-up and drop-off can then occur on the east side of the Walker Avenue, adjacent to the property, while minimizing impacts to traffic and access on Walker. A City Council resolution restricting parking on Walker Avenue between Wayzata Boulevard and Rice Street East is included as a separate agenda item for the Council's consideration. In addition, an event management plan to be provided by the applicant is included as a recommended condition of approval. The event management plan would include how pick-up and drop-off would be managed, and the plan would be reviewed annually by the City and changes could be made to the pick-up and drop-off if unanticipated issues arise.



Planning Commission Review

The Planning Commission reviewed the development application and held a public hearing at its meeting on December 19, 2016. After discussing the application, the Planning Commission directed staff to prepare a report and recommendation for approval of the development application. On January 4, 2017, the Planning Commission voted five in favor, zero opposed, and one abstention to adopt the report and recommendation of approval.

Action Steps

Adopt draft Resolution 06-2017 approving a conditional use permit for community youth theater at 605 Rice St E.

Attachments

- Applicant's Narrative
- Draft City Council Resolution 06-2017
- Planning Commission Report and Recommendation
- Planning Commission Meetings
 - Draft December 19, 2016 Minutes

Supporting Information

Background

Property Information

The property identification number and owner of the property are as follows:

Address	PID	Owner
605 Rice St E	06-117-22-24-0040	Unitarian Universalist Church of Minnetonka

The current zoning and comprehensive plan land use designation for the property are as follows:

Current zoning:	INS/Institutional
Comp plan designation:	Institutional/Public
Total site area:	10,965 sq. ft.

Project Location

The property is located on the northeast corner of the Rice St E/Walker Ave S intersection.

Map 1: Project Location



Application Requests

As part of the submitted development application, the applicant is requesting approval of the following items:

- A. Conditional Use Permit: The applicant has applied for a conditional use permit for a non-profit community theater organization as a use of the same general character as those permitted, accessory, or conditional uses in the institutional zoning district. (City Code Section 801.70.5.M)

Adjacent Land Uses.

The following table outlines the uses, zoning, and Comprehensive Plan land use designations for adjacent properties:

Direction	Adjacent Use	Zoning	Comp Plan Land Use Designation
North	Cemetery	INS/Institutional	Institutional/Public
East	Single-family home	R-3A/Single and Two Family Residential District	Low Density Single Family
South	Wayzata City Hall	INS/Institutional	Institutional/Public
West	Single-family homes	R-3A/Single and Two Family Residential District	Low Density Single Family

Public Hearing Notice

The public hearing notice was published in the *Wayzata Sun Sailor* on December 8, 2016. The public hearing notice was also mailed to all property owners located within 350 feet of the subject property on December 9, 2016. The public hearing was held at the Planning Commission meeting on December 19, 2016.

Comprehensive Plan

The Comprehensive Plan land use designation for the subject property is Institutional/Public. The Comprehensive Plan includes the following discussion for the Institutional land use designation:

Issues and Analysis

The City of Wayzata has a number of schools, churches, and other institutional uses in areas throughout the community. These institutions are viewed as a positive aspect of the community that serves the good of its residents. Many of these institutional uses are located in or adjacent to established residential neighborhoods. Institutional facilities create impacts and add activity to an area resulting in parking or increased traffic that is not characteristic of residential neighborhoods. Wayzata needs to plan for facility expansion and potential redevelopment of institutional property to ensure proper preservation of land use compatibility.

Institutional Facility Policies

- Accomplish transitions between differing types of land uses in an orderly fashion to minimize negative impacts on adjoining development.

- Analyze all institutional development proposals from physical, social, and economic standpoints to determine the most appropriate land uses within a neighborhood and the community as a whole.
- Consider the removal of land from the tax rolls only when it can be demonstrated that such removal is in the public interest.
- Establish sufficient setback requirements for new or expanding institutional development to assure adequate separation of differing land uses.
- Develop all institutional uses according to high levels of design, which are sensitive to the mass and scale of the existing surrounding neighborhood.
- Adequately screen, landscape and buffer institutional facilities to minimize the impact on surrounding uses and enhance the neighborhood and community in which they are located.

Applicable Code Provisions for Review

Conditional Use Permits: City Code Section 801.04.2.F. states that the Planning Commission and City Council shall consider possible adverse effects of the proposed conditional use. Their judgment shall be based upon (but not limited to) the following factors:

- A. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.
- B. The proposed use's compatibility with present and future uses of the area.
- C. The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.).
- D. The proposed use's effect on the area in which it is proposed.
- E. The proposed use's impact upon property values in the area in which it is developed.
- F. Traffic generated by the proposed use is in relation to capabilities of streets serving the property.
- G. The proposed use's impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.

**Blue Water Theatre Company/UUCM
City of Wayzata Development Application
21 November 2016**

ABOUT BLUE WATER THEATRE COMPANY:

Blue Water Theatre Company (BWTC) is a youth theatre organization that was founded in 2007. Our mission is to create a theatre community for young people through meaningful and transformative experiences. BWTC is organized exclusively for artistic and education purposes. We reach our goals by promoting an environment where young people can develop into healthy, caring, and responsible adults.

BWTC's programming is centered around four "mainstage" musical theatre productions annually, involving approximately 50 teenage actors in each show. In addition, six to ten additional smaller productions are done each year, involving cast sizes ranging from a small handful up to about 40 kids. We work primarily with actors in middle school and high school (grades 6 through 12), but over the past couple of years we have expanded our programming to include actors as young as 3rd grade and as old as college students. Our actors come from all over the Twin Cities metro area. In a typical mainstage musical, over 15 different schools are often represented by at least one actor. In 2016, we worked with over 175 different kids on various productions, most of them multiple times throughout the year.

A very important aspect of BWTC is the community that our actors have with one another. We believe strongly in the young people we serve, and work daily to maintain an environment based on empowerment, cooperation, artistic & personal success, and joy.

BWTC has called Wayzata our home for most of the nearly ten years we have been in existence. After renting space (by the hour) from local schools and churches for our first two years, we moved into an empty storefront in the Wayzata Bay Center in 2009 prior to its redevelopment. We remained there until 2011, when we took up residence in our current rehearsal studio in the lower level of the Wayzata Home Center, where we have been ever since.

We have always been very proud to make our home in Wayzata, and we are eager for this opportunity to have the UUCM building as our permanent, "forever" home. We are excited to be a significant part of the community for generations to come.

BWTC is a registered 501(c)(3) nonprofit organization, as recognized by the state of Minnesota.

PROPERTY USAGE:

We are beyond excited about what potential ownership of the UUCM property means for the future of our organization – and for what it will mean as a cultural institution serving the entire Wayzata Community. We feel that this is an enormously magical opportunity for everybody.

Because BWTC works with young people (who are in school during the day), our business is usually conducted on nights and weekends. Currently our productions rehearse from 5:00-9:30 on Mondays, Tuesdays, and Thursday evenings, and from 9:00-4:00 on Saturdays. Outside of those hours, daily usage of the property is generally limited to our staff and parent volunteers, which is usually just a couple of people on site at any given time. We are generally “dark” on Wednesday nights, because most of the young people we work with have religious commitments on those evenings.

Of course, our desire is to use the UUCM as an actual “home” for many of our performances, and not “just” as a rehearsal facility. Currently, while we rehearse in our Wayzata studio, we have to rent out school or professional theatres in which to actually perform. The opportunity to have a performance space of our own is incredibly exciting. Of course, the UUCM is not large enough to house public performances of our four “mainstage” productions (those with cast sizes of 50 kids), but we do see it working beautifully as a theatre space that is perfect for our smaller productions.

In 2016, those smaller productions would have included two elementary school musicals, two student-directed plays, one middle school musical, and one college musical. In all, those six productions had a total of 22 public performances out of the 365 day calendar year. When we do public performances, we generally run our shows for one weekend – with performances taking place on Thursday, Friday, and Saturday evenings – and occasionally a final matinee performance on a Sunday afternoon.

COMPATIBILITY WITH SURROUNDING LAND USE:

We believe that there is no question this project is extremely compatible with surrounding land use – especially with City Hall and the Library being right across the street. We think that turning the UUCM into a theatre adds a huge cultural piece to the block that only strengthens that part of town, and (although the facility would not be owned by the city) fits in very well with the spirit of the civic institutions already in that area.

EVENTS:

The majority of our building usage (85% of the year) is expected to be for daily rehearsals and organizational administrative business.

The number of public performances (as mentioned above) will vary, but 2016 would have seen only 22 throughout the entire calendar year. We anticipate, obviously, an increase in that number, but do not expect that to ever go over about 40-50 times per year (about 15% of the year).

HOURS OF OPERATION:

As mentioned earlier, because we work with kids, we primarily operate on Monday, Tuesday, and Thursday evenings – and all day on Saturdays. Our studio is generally “open” in the evenings from 5:00-9:30pm, and on Saturdays from 9:00-4:00. Other projects happen at other times, but that is our typical “regular” schedule.

PERFORMANCE SCHEDULE:

When we do public performances, they currently generally happen with a show running on the following schedule for one weekend:

- Thursday at 7:00

- Friday at 7:00
- Saturday at 7:00
- Sunday at 2:00

Of course, we have the ability to adjust as needed. For example, many theatres start performances at 7:30 or 8:00 in the evening. So if we are aware of overlapping events either between BWTC and City Hall or BWTC and St. Bart's, we could adjust as needed to alleviate parking concerns.

PARKING MANAGEMENT:

For our general daily use (rehearsals, administrative work, etc), we do not expect parking to be an issue at all. Most of the kids we work with do not drive on their own. For example, the show we are working on right now (cast of 53) only has three actors old enough to drive. That, plus the BWTC staff, means that a typical rehearsal may only require about six or eight cars to be parked. That's pretty typical. It's a lot of drop-off and pick-up by parents – much like the surrounding neighbors are already used to from St. Bart's School.

I think the biggest concern (understandably) that the city and the immediate neighbors to the building would have is with regards to parking when we have a public performance. While there is certainly an important discussion to be had about this, it's probably helpful for us to lay out a couple of thoughts and assumptions we have on that issue right now:

- The major parking needs (for any public performances) would similar in size and scope to what the UUCM currently needs for their Sunday morning services. If we have 100 guests showing up to watch a show, that is essentially the same as the UUCM having 100 guests show up to attend a church service.
- Church services happen 52 times a year (on Sunday mornings). As mentioned above, in 2016 we had 22 public performances that could have happened in the building. Even if we were to double our number of public performances, we would still fall short of the current UUCM in terms of the number of times per year that significant parking needs would happen. It's also useful to note that the times that UUCM needs significant parking (Sunday mornings) is also the same time that nearby St. Bart's needs significant parking – which creates a logjam in the area on Sunday mornings. We never have events on Sunday mornings, so we would actually be contributing to a relaxation of those demands at that time.
- Our parking needs for public performances would generally be on Thursday, Friday, and Saturday nights – and occasionally Sunday afternoons. Those are in the off-hours for local businesses, and we expect our guests will be able to avail themselves of the surrounding street parking, the city hall/library lot, and the parking ramp behind Caribou (1.5 blocks away). We have reached out to St. Bart's about making an agreement with them to use some of their parking during their off-hours. Again, because of the time of day when our events happen, we know that those areas are not in high demand already. Obviously, though, a more formal conversation about this has to happen.

BUILDING IMPROVEMENTS/CHANGES:

We are extremely attracted to the UUCM building as a historical structure. We have a strong desire to make as few physical changes to the building as necessary, and likely only those that are required to meet any updated codes and requirements that the current tenants may have been "grandfathered" into. The "conversion" from a church to a theatre is mostly about the installation

of theatre equipment (stage lighting, draperies, sound equipment, etc), but does not involve a structural change to the building. Fortunately, a theatre's needs are actually very similar to a church's needs in the way the building performs and operates.

We have had long conversations about our desire to celebrate the building's historical status, and care for it as an important structure for the entire town. It's a landmark that deserves attention and love, and we are excited to hopefully make it our home.

FINAL NOTES:

Having never done anything like this before, we do know that this application is the first step in a process that is going to have multiple steps. We are really excited about this opportunity, and we are very excited about what our organization can bring to downtown Wayzata. We are eager to engage city officials, neighbors & residents, the business community in town, and especially the families in Wayzata about who we are and what we do. This is going to be a magical project for everybody.

Please do not hesitate to contact me and the BWTC board of directors to continue this conversation!

Charlie Leonard
Executive & Artistic Director
Blue Water Theatre Company
(763) 232-1025 *cell phone*
charlie.leonard@bluewatertheatre.com



Blue Water Production Season
2016-2017

3rd - 5th Grade Fall Musical/Rehearse mid Sept -October, Mon., Tues., Thurs., 5-6:45pm/
Performances first weekend in November, Thurs., Fri., Sat. 7pm, Sun. 2pm/Performance @ church

Fall Main Stage Musical/Rehearse mid Sept-Nov., Mon., Tues., Thurs. 7-9:30pm, Sat. 9-4pm/Performances first weekend in December/ Performance off site

Winter Main Stage Musical/Rehearse mid Dec-Feb., Mon., Tues., Thurs. 7-9:30pm, Sat. 9-4pm/Performances mid-February, Thursday, Friday, Saturday @ 7pm, Sunday 2pm/ Performance @ church

3rd - 8th Grade Winter Musical/Rehearse mid Jan-mid March, Mon., Tues., Thurs., 5-6:45pm/Performances mid-March, Thurs., Fri, Sat @ 7, Sun. 2pm/Performance @ church

3rd - 8th Grade Spring Musical/Rehearse March - mid May, Mon., Tues., Thurs., 5-6:45pm/
Performances mid-May,Thurs., Fri, Sat @ 7, Sun. 2pm/Performance @ church

Spring Main Stage Musical/Rehearse March - early June., Mon., Tues., Thurs. 7-9:30pm, Sat. 9-4pm/Performances mid -June, Th., Fri, Sat @ 7/ Performance off site

Summer Musical/Rehearse 9a-4p Mon.- Fri. during month of July/perform at 7pm Thurs., Fri, Sat., last weekend in July/Performance off Site

3rd - 5th Grade Summer Musical Camp/Rehearse 10a-2p Mon-Fri, 2nd and 3rd weeks of July/
performances Fri @ 7, Sat. @ 2, Sun. @2/Performance @ church

Small additional productions (2-3) probable during the summer. Rehearsals primarily evenings. Performances primarily evenings Thurs, Fri., Sat. @ 7pm with occasional matinees Saturday or Sunday at 2

DRAFT RESOLUTION NO. 06-2017

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR
COMMUNITY YOUTH THEATER AT 605 RICE STREET EAST**

WHEREAS, Blue Water Theatre Company (“Blue Water”) and the Unitarian Universalist Church of Minnetonka (“UUCM”) (collectively, the “Applicant”) have submitted a development application (the “Application”) to use the existing church building at 605 Rice Street East (the “Property”) as a non-profit community theater rehearsal, meeting and performance space, and the offices of the theater organization (the “CUP” or “Conditional Use”); and

WHEREAS, the Wayzata Planning Commission, pursuant to the Zoning Ordinance, has held a public hearing on the Application, made findings of fact on the land use request in the Application, and delivered a Report and Recommendation to the City Council, attached to this Resolution as Attachment A;

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

A. Based on the Application materials, additional materials submitted by the Applicant, staff reports, public comment and information presented at the public hearing, the standards of the Wayzata Zoning Ordinance, and the Planning Commission Report and Recommendation of Approval of the Application, all of which are incorporated by reference in this Resolution, the City Council of the City of Wayzata hereby finds, confirms and memorializes that the Application meets the applicable requirements of Wayzata’s Zoning Ordinance, as set forth in the Planning Commission Report and Recommendation.

B. Based on the foregoing, the CUP requested in the Application (as defined in the Planning Commission Report and Recommendation) is hereby **APPROVED**, subject to satisfaction and continuing compliance with all of the following:

1. Use of the Property shall be strictly limited to a non-profit youth community theater company as outlined in the Application.
2. The Applicant must enter into an encroachment agreement with the City for the existing site improvements that are located within the City’s right-of-way, including the stone retaining walls, concrete stairway, and monument sign. The agreement must include that the Applicant is responsible for the maintenance of the existing encroachments.
3. The Applicant must submit a proposed “event management plan”

for review by City staff and approval by the City Council. The event management plan must set forth the Applicant's hours of operation, performance scheduling procedures, the proposed days and times for performances, the number of annual performances, a process for coordination by the Applicant with the City and St. Bartholomew's Church for use of the City Hall and Church parking lots, and management of parking and traffic flow. The event management plan will be subject to annual review and approval by the City. The event management plan must restrict the hours of operation for theatre productions or any amplified sound to no later than 11:00 p.m.

4. The Conditional Use is subject to the Applicant's occupation of the existing building only and will not be permitted in any new building constructed on the Property or any substantially altered or improved version of the existing building without Applicant's submission of a new CUP application.
5. The number of seats in the performance space shall be limited to one hundred and twenty five (125).
6. At the City's direction, the Applicant shall, at its expense, conduct a noise study, in compliance with MPCA requirements. If such a noise study concludes that any aspect of the Conditional Use does not comply with the City's noise ordinance, the Applicant shall be solely responsible for any mitigation or other remedies (and associated costs) that would be required to bring the Applicant into compliance with the noise ordinance.
7. The Applicant must secure all necessary building permits for construction, and all laws and regulations applicable to the Conditional Use.
8. All expenses of the City of Wayzata, including consultant, expert, legal, and planning incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata City Council this 17th day of January, 2017.

Mayor Ken Willcox

ATTEST:

City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

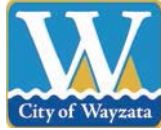
I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on _____, 2017.

Becky Malone, Deputy City Clerk
SEAL

Attachment A

Planning Commission Report and Recommendation, dated January 4, 2017

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WAYZATA PLANNING COMMISSION

January 4, 2017

REPORT AND RECOMMENDATION OF APPROVAL OF CONDITIONAL USE PERMIT FOR COMMUNITY YOUTH THEATER AT 605 RICE STREET EAST

SUMMARY OF RECOMMENDATION

Approval* of Conditional Use Permit for Community Youth Theater

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

REPORT AND RECOMMENDATION

Section 1. BACKGROUND

- 1.1 Project. Blue Water Theatre Company ("Blue Water") and the Unitarian Universalist Church of Minnetonka ("UUCM") (collectively, the "Applicant") have submitted a development application (the "Application") to allow for a change in the use of the existing church building at 605 Rice Street East (the "Property") from a church to a community youth theater. Blue Water is a local, non-profit youth theater organization, which has entered into an agreement to purchase the Property from UUCM. Blue Water proposes occupying the building and using it as a community theater training and performance center. The proposal requires a conditional use permit ("CUP").
- 1.2 Application Requests. As part of the Application, the Applicant is requesting approval of the following item:
- A. A CUP authorizing use of the Property for a non-profit community theater rehearsal, meeting and performance space, and the offices of the theater organization (the "CUP" or "Conditional Use").
- 1.3 Property. The street address, property identification number and owner of the Property are:

605 Rice Street E	06-117-22-24-0040	Unitarian Universalist Church of Minnetonka
-------------------	-------------------	--

- 1.4 Land Use. The Property is currently zoned Institutional and encompasses 10,965 square feet.
- 1.5 Notice and Public Hearing. Notice of a public hearing on the Application was published in the *Wayzata Sun Sailor* on December 8, 2016. The public hearing notice was also mailed to all property owners located within 350 feet of the subject property on December 9, 2016. The public hearing was held at the Planning Commission meeting on December 19, 2016.

Section 2. STANDARDS

- 2.1 Conditional Use in INS Institutional District. In addition to conditional uses listed in Section 70 of the Zoning Ordinance, other uses of the same general character as those permitted, accessory, or conditional uses listed in the INS Institutional District listed may be allowed as conditional uses. Section 801.70.5.M.
- 2.2 Conditional Use Permit (CUP).

Conditional Use Permits are regulated by Section 801.04.2.F, which requires the City Council to consider possible adverse effects of the proposed conditional use. Their judgment shall be based upon (but not limited to) the following factors:

- A. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.
- B. The proposed use's compatibility with present and future uses of the area.
- C. The proposed use's conformity with all performance standards contained in the Zoning Ordinance (i.e., parking, loading, noise, etc.).
- D. The proposed use's effect on the area in which it is proposed.
- E. The proposed use's impact upon property values in the area in which it is developed.
- F. Traffic generated by the proposed use is in relation to capabilities of streets serving the property.
- G. The proposed use's impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.

Section 3. FINDINGS

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

- 3.1 Conditional Use in INS Institutional District. The Conditional Use proposed in the Application is of the same general character as other permitted, accessory, or conditional uses in the INS Institutional Zoning District, in that the use of the property by the owners and the public for theater rehearsals, meetings and performances will be similar to the uses by the existing permitted use as a church.
- 3.2 CUP. The proposed Conditional Use will have a positive effect on the area and the community by maintaining a historic property and building that is important to Wayzata's history and small town character. It will help promote vitality in the core of the City and involve youth and families. The possible adverse effects of the proposed Conditional Use will be no greater than the other permitted and conditional uses in the INS District and will be addressed in part through the recommended conditions placed on approval. With respect to the specific factors of Section 801.04.2.F:
 - A. The proposed Conditional Use is consistent with the specific policies and provisions of the official City Comprehensive Plan.
 - B. The proposed Conditional Use is compatible with present and future uses of the area.
 - C. The proposed Conditional Use conforms with all performance standards contained in the Zoning Ordinance (i.e., parking, loading, noise, etc.).
 - D. The proposed Conditional Use will have a positive effect on the area in which it is proposed.
 - E. The proposed Conditional Use is not likely to negatively impact property values in the area in which it is developed.
 - F. Traffic generated by the proposed Conditional Use in relation to capabilities of streets serving the property is a concern, and should be addressed by conditions of approval and other efforts by the City to increase traffic flow and safety in the area, including pedestrians and drop off areas.
 - G. The proposed Conditional Use's impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity will be consistent with existing permitted uses.

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 Application (Attachment A), subject to the following conditions:

- A. Use of the Property shall be strictly limited to a non-profit youth community theater company as outlined in the Application.
- B. The Applicant must enter into an encroachment agreement with the City for the existing site improvements that are located within the City's right-of-way, including the stone retaining walls, concrete stairway, and monument sign. The agreement must include that the Applicant is responsible for the maintenance of the existing encroachments.
- C. The Applicant must submit a proposed "event management plan" for review by City staff and approval by the City Council. The event management plan must set forth the Applicant's hours of operation, performance scheduling procedures, the proposed days and times for performances, the number of annual performances, a process for coordination by the Applicant with the City and St. Bartholomew's Church for use of the City Hall and Church parking lots, and management of parking and traffic flow. The event management plan will be subject to annual review and approval by the City. The event management plan must restrict the hours of operation for theatre productions or any amplified sound to no later than 11:00 p.m.
- D. The Conditional Use is subject to the Applicant's occupation of the existing building only and will not be permitted in any new building constructed on the Property or any substantially altered or improved version of the existing building without Applicant's submission of a new CUP application.
- E. The number of seats in the performance space shall be limited 125.
- F. At the City's direction, the Applicant shall, at its expense, conduct a noise study, in compliance with MPCA requirements. If such a noise study concludes that any aspect of the Conditional Use does not comply with the City's noise ordinance, the Applicant shall be solely responsible for any mitigation or other remedies (and associated costs) that would be required to bring the Applicant into compliance with the noise ordinance.
- G. The Applicant must secure all necessary building permits for construction, and all laws and regulations applicable to the Conditional Use.
- H. All expenses of the City of Wayzata, including consultant, expert, legal, and planning incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata Planning Commission this 4th day of January 2017.

Voting In Favor: Flannigan, Gonzalez, Gruber, Murray, Young

Voting Against: None

Abstaining: Iverson

Absent: Buchanan

Attachment A

Applicant Submittals

WAYZATA PLANNING COMMISSION
DRAFT MEETING MINUTES
December 19, 2016

AGENDA ITEM 1. Call to Order and Roll Call

Vice Chair Gruber called the meeting to order at 7:00 p.m.

Present at roll call were Commissioners: Young, Gruber, Gonzalez, Murray, Flannigan and Gnos. Absent: Commissioner Iverson. Director of Planning and Building Jeff Thomson and City Attorney David Schelzel were also present.

AGENDA ITEM 2. Approval of Agenda

Commissioner Murray made a motion, Seconded by Commissioner Gonzalez, to approve the December 19, 2016 meeting agenda as presented. The motion carried unanimously.

AGENDA ITEM 3. Approval of Minutes

a.) Approval of December 5, 2016 Planning Commission Minutes

Commissioner Gonzalez made a motion, Seconded by Commissioner Murray, to approve the December 5, 2016 Planning Commission Minutes as presented. The motion carried unanimously.

AGENDA ITEM 4. Old Business Items:

a.) None.

AGENDA ITEM 5. Public Hearing Items:

a.) Blue Water Theatre Company – 605 Rice St E
i. Conditional Use Permit

Director of Planning and Building Thomson stated the applicant, Blue Water Theatre Company, and the property owner, Unitarian Universalist Church of Minnetonka (UUCM), have submitted a development application to change the use of the existing church building at 605 Rice Street East. Blue Water, a non-profit youth theater organization, has an agreement with the church to purchase the property. Blue Water would occupy the building and use the existing building as a community theater. The proposal requires a Conditional Use Permit (CUP). The property is zoned institutional, which is a district for uses and facilities devoted to serving the public.

1 Permitted uses within the institutional zoning district include schools, religious institutions, and
2 publicly-owned civic or cultural buildings. A non-profit community theater does not fall under
3 the definition of these permitted uses. One of the conditional uses in the institutional zoning
4 district is uses that are of the same general character as other permitted, accessory, or conditional
5 uses specifically listed in the Zoning Ordinance for the institutional zoning district. Staff
6 believes that a non-profit community theater is similar to several permitted uses.

7
8 Mr. Thomson stated that the City's parking ordinance states that when there is a change in use,
9 tenancy, or occupancy of a building which requires additional parking spaces, the minimum
10 parking requirements established in the parking ordinance must be met. The City's parking
11 requirement for a church and a theatre are the same. Since the applicant is not proposing to
12 increase the seating capacity of the current sanctuary, the proposed change in use does not
13 require additional parking. The applicant has provided detailed information on hours of
14 operation and the schedule for performances which would draw larger crowds and increase
15 parking demands. The applicant has stated that the parking demands could be accommodated
16 with existing on-street parking and by working with the adjacent St. Bart's church and the City
17 to use their respective parking lots in the evenings when they are generally available. Parking is
18 a consideration for the requested CUP but a parking variance is not required.

19
20 Mr. Charlie Leonard, Founder of Blue Water Theatre Company, 1900 Shenandoah Court,
21 Plymouth, and Applicant's representative, provided background on Blue Water Theatre
22 Company, their productions, and the locations they have worked out of in Wayzata. The
23 company's goal is to have a permanent location in Wayzata to operate out of. He reviewed the
24 proposed uses for the building including rehearsals and public shows. The facility currently
25 seats approximately 100 people and the larger performances they have would be in larger rented
26 facilities off site. He reviewed the parking needs and noted there are over 100 on-street parking
27 within a block of the facility. They have also talked to St. Bart's about using their parking if
28 needed. There is not a lot of day-to-day parking needs because most of it is pick up and drop off.

29
30 Commissioner Gonzalez stated concerns that usually come up with similar applications are noise
31 and lighting. Having activity until 11:00 pm on a weeknight may be too intrusive to an adjacent
32 residential property. She recommended the Commission propose a condition of approval that
33 would set reasonable hours of operation for weekdays and weekends. She asked how much of
34 the building interior would be changed.

35
36 Mr. Leonard stated that the goal would be to preserve as much of the interior as possible. They
37 would be doing some painting, installing theater lighting, and extending the alter area for a stage.

38
39 Commissioner Flannigan asked how the drop off traffic pattern would work. He stated this
40 would be a bigger issue than parking because the parking will work itself out.

41
42 Mr. Leonard stated it would be similar to the pattern that is used by St. Bart's.

43
44 Mr. Thomson stated staff had discussed traffic and pickup/drop off patterns with the applicant,
45 Public Works and City Engineer Kelly. The Police and Fire Departments are interested in
46 posting one side of Walker as "no parking" because there are areas where parking is allowed on

1 both sides, and this reduces the road width to one lane. Public Works will be working on this
2 change in conjunction with the application. This will allow Walker to be less congested for
3 pickup and drop off. Staff can work with the applicant about the parking flow. He stated the
4 Commission could recommend a condition of approval that the applicant maintain ongoing
5 communication with the City in regards to scheduled events so if there are conflicts with other
6 activities in the area, these can be identified early.

7
8 Mr. Leonard stated when they have performances, they sell the tickets prior to the show and
9 would then have the ability to let those people know the day of the show where parking would be
10 available.

11
12 Vice Chair Gruber asked if there had been any consideration for how maintenance of the existing
13 historic building will be funded.

14
15 Mr. Leonard stated they have built this into their financial plan because this is an old building.

16
17 Commissioner Gonzalez asked if this particular application would require to payment for
18 additional parking in the City's Mill Street parking ramp that is under construction.

19
20 Mr. Thomson stated the Fee In Lieu of Parking Policy is applicable to development applications
21 that do not meet the parking requirements for the development proposed. The policy does not
22 apply to this application because there is no additional parking required, and this property is
23 outside of the district that the Fee In Lieu of Parking Policy applies to.

24
25 Vice Chair Gruber opened the public hearing at 7:30 p.m.

26
27 Ms. Kim Anderson, 335 Broadway Avenue N, Wayzata, stated she was there as the current Chair
28 of the Heritage Preservation Board and the board supports this project because it would preserve
29 this architecturally and historically significant building for Wayzata.

30
31 Ms. Sue Sorentino, 525 Queensland Land, Plymouth, stated she was part of the Historical
32 Society and supports the proposed project because they would be preserving a historically
33 significant building.

34
35 Mr. Tom Vanderheyden, 534 Wayzata Boulevard E, Wayzata, stated his property is adjacent to
36 the subject property, and he liked that the building would be maintained in its current form. He
37 stated all of the traffic in this area goes from Wayzata Boulevard to Walker, and people stop half
38 way to let people out for the church. He expressed concerns about safety of this traffic drop
39 off/pick up pattern and noise. He would also question the parking requirements of the proposed
40 use, because of the frequency of use would be changing.

41
42 Commissioner Flannigan stated the flow of traffic should be looked at by the City Council. He
43 asked what the effect of the noise from the church would have on his residence.

44
45 Mr. Vanderheyden stated you can hear church services through the windows but the material
46 issue with the proposed use would be the traffic flow.

1
2 Ms. Betsy Schill, 815 Alvarado Lane N, Plymouth, stated she was on the Board of Blue Water
3 Theater and would like to continue discussing the traffic flow and parking with Mr.
4 Vanderheyden. They would make the traffic flow very clear to their group.
5

6 Commissioner Gonzalez asked what would be a reasonable limitation to the hours of operation.
7

8 Ms. Schell stated currently the last pickup from rehearsals is typically 9:30 p.m.
9

10 Mr. Leonard stated that for a typical performance night, the show would end between 10 and
11 10:30 p.m. so they would probably be gone from the premises by 11 p.m. Based on their 2016
12 schedule they would have done 8 of their 12 productions at this facility, or about 22
13 performances total. They are looking at adding a shutter type system to the stained-glass
14 windows to protect them. This would reduce the amount of noise that is heard outside of the
15 building as well.
16

17 Commissioner Gonzalez asked if outside lighting would be increased.
18

19 Mr. Leonard stated they did not have plans to change the outside lighting.
20

21 Vice Chair Gruber closed the public hearing at 7:47 p.m.
22

23 Commissioner Flannigan stated that this is a natural opportunity for this space. The concerns
24 that the City Council would need to consider are the flow of traffic and the burden on the nearby
25 residences, but this is not a hindrance to moving this project forward. This will make Blue
26 Water more a part of the community.
27

28 Commissioner Gnos stated this is a great opportunity and organization for this space. The traffic
29 flow would be a concern, and this should be discussed by the City Council. He would support
30 the project.
31

32 Commissioner Murray stated this is a great opportunity from a preservation standpoint and
33 community standpoint. This would bring the small town feel to the area.
34

35 Commissioner Young stated this project would add to the community. He would support the
36 project. He recommended adding a condition of approval that would require the applicant to
37 work with the City to develop a traffic flow plan that would be tied to the CUP. The hour
38 limitation to 11-12 p.m. would be appropriate. He asked if the City's Ordinances provided any
39 sound or noise guidelines.
40

41 Mr. Thomson stated the Zoning Ordinance does have a provision on noise, and the City uses the
42 MPCA standards for maximum decibel levels. The challenge with sound is that it can be
43 difficult to model and measure. The City could add a condition to approval that if there are
44 problems with the sound, then there can be testing required to measure the sound and if it is
45 outside of the noise standards, then mitigation methods would need to undertaken by the
46 applicant. .

1
2 City Attorney Schelzel stated the agreement between the applicant and the City to work together
3 to coordinate events could also include working together on the traffic flow and addressing any
4 noise concerns that may be brought forward. This agreement would be similar to a development
5 agreement.

6
7 Commissioner Gonzalez stated this is a great project that will bring young people to the
8 community. Limiting the hours of operation would address the concerns of noise.

9
10 Vice Chair Gruber stated she would also support the project, and the safety concerns with traffic
11 flow and noise can be addressed. She was pleased to see the applicant planned to preserve the
12 existing historical building.

13
14 Commissioner Young stated based on the hours of rehearsals and performances he would
15 recommend 11 p.m. as the latest time they could be in operation.

16
17 Commissioner Murray asked if 11 p.m. would be the latest time for amplified noise or for
18 anyone to be on the premises.

19
20 Commissioner Gonzalez stated the City Council included hours of operation for exterior lighting
21 for the new UUCM building.

22
23 Commissioner Flannigan recommended a production with amplified sound could not go past an
24 established time.

25
26 Mr. Leonard stated he would recommend 11:00 p.m. to be on the safe side but in reality, this
27 would be between 10 and 10:30 p.m.

28
29 Commissioner Murray asked if the noise levels could be reviewed again in six months.

30
31 City Attorney Schelzel stated the conditions have to be reasonable and simple conditions and
32 parameters would be easier to administer.

33
34 Mr. Leonard stated that their clientele is children, so there would not be a lot of activity after
35 performances due to curfews.

36
37 Commissioner Gonzalez suggested no amplified sound after 11 p.m.

38
39 Vice Chair Gruber stated staff and the City Council could determine how they would like this to
40 read.

41
42 Commissioner Flannigan recommended no production or amplified sound after 11 p.m.

43
44 Commissioner Young suggested directing staff to move forward with drafting a report and
45 recommendation for approval, contingent on a site management plan that addresses traffic flow,
46 hours of operation, and noise abatement measures as needed.

1
2 Commissioner Gonzalez stated the Commission's job is to review and make recommendations
3 on projects based on the City's Ordinances and recommend reasonable conditions. She
4 suggested a condition that the applicant would work with staff to come up with an event
5 management plan that would address the traffic flow for pickup and drop off. The Commission
6 should be able to recommend hours of operation. City Attorney Schelzel had recommended that
7 the applicant also have a parking agreement with St Bart's.
8

9 Commissioner Young made a motion to direct staff to prepare a Planning Commission Report
10 and Recommendation for review and adoption at the next Planning Commission meeting that
11 would recommend approval of the Blue Water Theatre Company Conditional Use Permit for 605
12 Rice Street E, with the condition that the applicant work with City staff to develop a site event
13 management plan that addresses issues such as traffic flow and parking, a condition of no
14 productions and amplified sound later than 11 p.m., and a condition of addressing noise
15 abatement measures as needed after operations have begun.
16

17 Commissioner Gonzalez stated the City Ordinance for noise and noise abatement is already in
18 place, and if there are complaints then the Ordinance would be in effect. This should not be a
19 condition of approval.
20

21 Commissioner Young stated he would like staff to review the Ordinance and ensure that it would
22 address the concerns brought forward.
23

24 Mr. Thomson stated staff will provide specific language that addresses the concerns brought up.
25

26 Commissioner Young made a renewed motion, Seconded by Commissioner Flannigan, to direct
27 staff to prepare a draft Planning Commission Report and Recommendation for review and
28 adoption at the next Planning Commission meeting that would recommend approval of the Blue
29 Water Theatre Company Conditional Use Permit for 605 Rice Street E, that includes a site event
30 management plan that addresses traffic flow and parking, and adding a condition of no
31 productions and amplified sound later than 11 p.m. The motion carried unanimously.
32
33

34 **AGENDA ITEM 6. Other Items:**

35 36 **a.) 2017 Planning Commission Work Plan** 37

38 Director of Planning and Building Thomson stated the Planning Commission held a workshop in
39 November to discuss goals, opportunities, and priorities for 2017. He presented and reviewed a
40 2017 work plan recommended by staff based on the workshop discussion.
41

42 Vice Chair Gruber stated she would like to see subdivision regulations spelled out clearly as a
43 bullet item under review, and have the Commission make recommendations to the City Council
44 on amendments to the City's zoning and subdivision regulations.
45