

WAYZATA CITY COUNCIL MEETING AGENDA
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, April 4, 2017

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

WORKSHOP TOPIC FOR DISCUSSION:

1. Long Term Financial Management Plan (5:00 PM)

5:30 PM - LOCAL BOARD OF APPEAL & EQUALIZATION MEETING

ITEM	DESCRIPTION	PRESENTER	DK	ST	KW	JM	AP	VOTE	PAGE #
1	Public Meeting								3
a.	Open Local Board of Appeal & Equalization Meeting								
b.	Hear Appeal(s)								
c.	Reconvene and/or Continue to April 18, 2017 (if necessary)								
d.	Adjourn								

7:00 PM - CITY COUNCIL MEETING

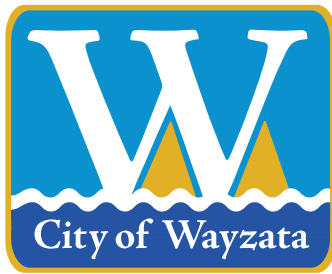
1	Call to Order								
2	Pledge of Allegiance								
3	Roll Call								
4	Approve Agenda								
5	Public Forum - 15 Minutes (3 min/person)								
a.	Minnesota Senator David Osmek to Provide a Legislative Update	Osmek							
b.	Presentation by the Organization H.E.A.R.T. (Helping Every At Risk Teen)	Bharat Pulgam							
c.	Presentation of the 2016 Fire Department Annual Report	Kevin Klapprich							9
d.	Presentation of Arbor Month Proclamation	Willcox							38
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								40
a.	Approval of City Council Workshop Meeting Minutes of March 21, 2017 and City Council Regular Meeting Minutes of March 21, 2017								
b.	Approval of Check Register								
c.	Approval of Municipal Licenses								
d.	Approval of Second Reading of Ordinance No. 769 Amending Chapter 502 (Intoxicating Liquor) of the City Code for On-Sale Intoxicating Liquor Licenses for Hotels								
e.	Approval of Second Reading of Ordinance No. 770 Amending Chapter 202 (Police Dept.) & Chapter 203 (Fire Dept.) of the City Code regarding Retirement Age								
f.	Approval of Resolution No. 13-2017 Approving Joint Powers Agreements with the State of MN								
g.	Approval of Contract with LHB for Blight Study								
h.	Approval of First Reading or Ordinance 771 Amending Chapter 802 (Building Code) of the Wayzata City Code								
i.	Approval of Resolution No. 12-2017 Requesting the Widsten TIF Amendment and Commitment to Decertify								
8	New Business								
a.	Consider New Location for Wayzata Farmers Market	Dahl							105
b.	Consider Acceptance of Updated Long Term Financial Management Plan	Dahl							113
c.	Authorize Ad for Bid for 2017 Street Improvement Project	Kelly							123
9	City Manager's Report and Discussion Items								
10	Public Forum (as necessary)								
11	Adjournment								

Meeting Rules of Conduct:

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

Upcoming Meetings:

City Council - April 18 & May 2, 2017
Planning Commission - April 17 & May 1, 2017



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: March 29, 2017

To: The Honorable Mayor and Members of the City Council

From: Jeffrey Dahl, City Manager

Subject: Local Board of Appeal and Equalization Meeting

Background

Every year the City must hold a public hearing that allows property owners to appeal their 2017 valuations for payable 2018 taxes.

Update

The City's Commercial Assessor, Hennepin County, and the City's Residential Assessor, Southwest Assessing, will both be attendance to provide feedback and a recommended action on any appeals. In addition, the City's assessors have provided the attached summaries of payable 2018 for your review and more information on potential individual appeals.

Action Requested

The Council has the ability to affirm or amend values at the meeting via a passed motion. It can also table items if it needs more information. As of 5:00 pm on Wednesday, March 29, the City has not received any appeal notices.



Hennepin County Assessor Department

A-2103 Government Center
300 South Sixth Street
Minneapolis, Minnesota 55487-0213

www.hennepin.us

TO: Jeffery Dahl, City Manager- City of Wayzata
FROM: Chris Bennett, Commercial Appraiser- Hennepin County
DATE: March 29, 2017
RE: Commercial/Industrial/Apartment Valuation Summary For The
Wayzata Local Board Meeting On April 4, 2017

Commercial

In general, the commercial market in Wayzata has continued to improve. The overall value increase, including new construction was 7.95%. The increase was 7.65% without the addition of new construction.

A majority of the 115 commercial properties in Wayzata (75%) had values that were either unchanged or had increases that were less than 10%. An additional 15% had increases that ranged from 10% to 20%. The remaining 10% of commercial properties had value increases that exceeded 20%.

Industrial

The Century Link building on Central Avenue N is the only property that is classified Industrial in the City of Wayzata. This property's value was unchanged.

Apartments

The apartment market continues to be strong with increasing rents and low vacancy. The overall increase was 7.88% from last year's assessment. This increase included no new construction.

TO: Wayzata Mayor and City Councilmembers
City Administrator Jeff Dahl

FROM: Rolf Erickson, City Assessor

DATE: March 27, 2017

RE: Local Board of Review for January 2, 2017 Assessment

The residential real estate market in Wayzata has been strong over the last year. Overall, the increases to properties were moderate, except in two areas:

The first area that saw very large increases is the Wayzata Villa Condominiums. In the past few years, a number of these condo units have been purchased, completely refurbished and sold for high prices. Wayzata Villa Condos are the majority of affordable housing in Wayzata. Their location offers good access to downtown and they are close to the bus line. After separating out the renovated units, there were four sales of non-renovated units that indicated values were very low in relation to selling price. Some of the units were valued as low as \$78,000. The average increase to units in Wayzata Villa was about 30% and increases to the renovated units were much higher.

The second area that saw large increases is the Locust Hills neighborhood. The average increase here was 15%. This area is classified as lakeshore, because all homes have lake access and a boat slip on the lake. This neighborhood was started in 2007 and the last lots are just being built on now. Values here range from 1.4 million to over 5 million.

AGGREGATE PROPERTY TYPE GROWTH (Total market value growth of each property type)

	2017
Residential Lakeshore	8.9%
Residential off lake	5.4%
Condominium	18.4%
Townhouse	5.3%

Total Market Value 2016: \$1,799,348,000

Total Market Value 2017: **\$1,970,844,100**

New Improvements 2017: \$48,883,000 (included in the 2017 market value)

Net Change: \$124,613,100 6.93% (2017-2016 Improvements)

The above changes are total class changes. Individual property changes varied by location and amenities.

In the past, Minnesota law limited the amount that the taxable market value of residential properties could only be increased 10% a year. This law had a sunset clause that ended the law in 2009. Current law requires properties to be valued at market value with no limit. It also allows owners of homesteaded property to receive a rebate from Minnesota if their real estate taxes increase more than 12%. There is a cap of approximately \$1,000 on this rebate and it is not based on the property owner's income.

Minnesota law requires that the assessor value property at market value. Market value is defined by the Minnesota Department of Revenue as:

" 'Market value' means the usual selling price at the place where the property to which the term is applied shall be at the time of assessment; being the price which could be obtained at a private sale or an auction sale, if it is determined by the assessor that the price from the auction sale represents an arm's-length transaction. The price obtained at a forced sale shall not be considered."

Under current law there is no limit to the amount that the market value of a property can be increased any year and the assessor is required to value properties on January 2nd at full market value.

The Local Board of Review can address only questions of “Estimated Market Value” and “Classification” (see definitions below) for the January 2, 2017 Assessment (taxes payable in 2018). The board can make reductions in value not to exceed one percent of the current total market value of the City. There is no limit to the change allowed of individual properties.

Market Value: The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

Classification: Classification is the use of a property as defined by state law. The most common classifications are apartment, double bungalow, triplex, commercial, industrial, farm, residential and residential lakeshore. Homestead is also a classification.

Included with this memo is an outline of the board of review process.

LOCAL BOARD OF APPEAL AND EQUALIZATION SUMMARY OF DUTIES AND RESPONSIBILITIES

Most of the responsibilities listed under the Local Board of Appeal and Equalization are statutory, primarily found in Minnesota Statutes 274.01.

- The first responsibility is attendance. The Local Board of Appeal and Equalization is an official public meeting similar to a City Council meeting and cannot convene without a quorum. In addition to the local assessor, the county assessor, or one of his/her assistants is required to attend.
- At least one member must be present at each meeting of the Local Board of Appeal and Equalization (beginning in 2006) that has attended an appeals and equalization course as developed and approved by the Commissioner of Revenue. The compliance date is February 1st of the year of the current year's meeting.
- The valuation notices shall be in writing and be sent by ordinary mail at least ten calendar days before the meeting of the board. The valuation notice will include the dates, places and times set for the meetings of the Local Board of Appeal and Equalization as well as the Hennepin County Board of Appeal and Equalization.
- The meetings must be held between **April 1 and May 31** each year, including reconvene meetings. The County Assessor shall fix a day and time when the Local Board of Appeal and Equalization shall meet. The board must complete its work and adjourn within 20 days from the time of convening stated in the notice of the clerk, i.e. calendar days – original night is day one.
- The clerk shall give published and posted notice of the meeting at least ten days before the date of the meeting.
- Local Boards of Appeal and Equalization must see that all taxable property is properly valued and classified for the current assessment year only. The board may consider both real and personal property, and both estimated and taxable value. Personal property is limited to mobile homes and their storage sheds, decks and other improvements located in a manufactured home park, structures on leased public lands and RR operating ROW, and leased buildings located on land owned by the occupant and used as their homestead.
- If any property has been omitted, the board must correct the assessment by adding it to the list of assessments along with its market value.
- The board may not increase or decrease by percentage all assessments in a district of a given class of property. Changes in the aggregate to assessments are by class and are made by the County Board of Equalization.
- The board may not make an individual market value adjustment or classification change that would benefit the property in cases where the owner or other person having control over the property will not permit the assessor to inspect the property and the interior of any buildings or structures.

- Although the Local Board of Appeal and Equalization has the authority to increase or decrease individual assessments, the total of such adjustment must not reduce the aggregate assessment by more than one percent. If the total reductions would lower the aggregate assessment by more than one percent, none of the adjustments may be made. The assessor shall correct any clerical errors or double assessments discovered by the board without regard to the one percent limitation.
- The local board does not have the authority to reopen former assessments on which taxes are due and payable.
- If an assessment was made after the local board meeting or if a taxpayer can establish not having received the notice of market value at least five days before the meeting, they can appeal to the County Board of Appeal and Equalization.
- The board may find instances of undervalued properties. The board must notify the owner of the property that the value is going to be raised. The property owner must have the opportunity to appear before the board if they so wish.
- The local boards do not have the authority to address exemption issues. Only the county assessor (and the tax court) has the authority to exempt property. They also have no jurisdiction over special programs for which an application process is required (Veterans Market Value Homestead Exclusion, Green Acres, etc.).
- A taxpayer may appear in person, by council, or written communication to present his or her objection to the board. The focus of the appeal must center on the factors influencing the estimated market value or classification placed on the property.
- All changes will be entered into the assessment record by the county assessor's office.
- Before adjourning, the local board should prepare an official list of the changes. The law requires that the changes be listed on a separate form. All assessments that have been increased or decreased should be shown as prescribed on the form along with their market values. The record must be signed and dated by the members of the Local Board of Appeal and Equalization.
- The Hennepin County Board of Appeal and Equalization begins meeting on:

June 12, 2017

- All appointments must be scheduled no later than Wednesday, **May 17, 2017**, by calling the Hennepin County Taxpayer Services Office at:

(612) 348-7050



WAYZATA FIRE DEPARTMENT

600 RICE STREET
WAYZATA, MN 55391
(952) 404-5337
FAX (952) 404-5336
fire@wayzata.org

2016 Fire Department Annual Report

***For The
City of Wayzata***

***Kevin J. Klapprich
Fire Chief***



WAYZATA FIRE DEPARTMENT

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Wayzata Fire Department

Mission Statement

The Wayzata Fire Department Provides a safe, effective, and swift response to fire suppression and emergency medical situations, coordinates rescue operations in the event of a disaster, and improves emergency preparedness in the community we serve while protecting and preserving life and property with compassion.

Vision Statement

Integrity, trust, honesty, and service . . . these are the principles that guide our decisions. We treat each other with dignity and respect. Our focus is on the safety and well being of our members and those we serve. We are dedicated to improving our skills through training and education setting the standards of excellence. We work as a team to accomplish tasks we cannot achieve individually. We are accountable to each other and those we serve. We value and strive to improve relationships with our neighboring communities. We are recognized for our commitment to those that depend on us and are role models in the community. We are proud to be firefighters.

Value Statement

Since 1912, the members of the Wayzata Fire Department have taken pride in the community we serve. We have shown our commitment to public service by honing our skills and abilities, while treating all with ethical, honest, and professional dignity.



WAYZATA FIRE DEPARTMENT

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Dear Mayor Willcox and Councilmember's,

First let me welcome the new members to the City Council. Alex and Dan...we are honored to be serving the City of Wayzata...and truly appreciate your support!

The Wayzata Fire Department continues to be humbled by the ongoing support of this City Council. Your commitment to public safety is second to none! We consider our service to be a true privilege! THANK YOU!

Now...let me share some highlights from 2016:

Total calls for service.....295

Busiest month of the year.....July (44 calls)

Slowest month of the year.....December (15 calls)

Slowest day of the year.....Sundays (30 calls)

Busiest day of the year.....Thursdays (48 calls)

Firefighter Recognition: Denise Kozojed & Alex Plechash 10 years of service!

THIRTY YEARS OF SERVICE: Dan Day and Rich Holm (three decades!)

Extra SPECIAL Recognition: Bill Meyer retired 12/31/16 with 42 years of service!!

We continue to recruit new members and have several in the pipeline now. Our ongoing training keeps our members sharp, educated, and ready to do our job at the highest level possible! Lastly, I speak for our entire department when I say....."serving the citizens of Wayzata is often life-changing and life-saving. We could not do our jobs without your partnership!"

Sincerely, Kevin Klapprich
FIRE CHIEF, City of Wayzata



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2016 Annual Report

Name	Years of Service	Position
Bill Meyer	42 (Retired)	Fire Marshal
Kevin Klapprich	38	Chief of Department
Justy Anderson	36	Lieutenant
Kurt Klapprich	34	Assistant Chief
Reb Bowman	34	Firefighter
Dan Day	30	Assistant Chief
Rich Holm	30	Firefighter
Troy Hoefker	22	Lieutenant
Joseph Rasmus	18	Firefighter
Scott Woodworth	17	Firefighter
David Anderson	14	Firefighter
John Berns	13	Lieutenant
Brandyn Springsted	13	Lieutenant
Mike Swierzewski	13	Firefighter
Denise Kozojed	10	Firefighter
Alex Plechash	10	Firefighter
Anders Seeland	9	Firefighter

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Corey Day	8		Firefighter
Joseph Carlson	6		Firefighter
David Kuck	6	(Resigned)	Firefighter
Mark Schaefer	6		Firefighter
Josh Brunken	4		Firefighter
Mike Wilson	4		Firefighter
Jesse Bullis	3	(Resigned)	Firefighter
Joe Komarek	2		Chaplain



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2016 Annual Report

Past Fire Chiefs

1922/1927	Reed Keesling
1928/1929	Warren Lamb
1930	W.T. Berry
1931	Reed Keesling
1932/1933	W.T Berry
1934	Cris Swaggert
1935	Earl Day
1936/1937	Tom Perry
1938/1942	Rodell Swaggert
1943/1944	Tom Perry
1945	Fred Moritz Sr.
1946/1955	W.T. Berry
1956/1976	Cliff Fadden
1977	Larrie Fadden
1978/1984	Bruce Day
1985/2005	Paul Klapprich
2006/	Kevin Klapprich



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2016 Annual Report

Comparison of Fire Calls

1985	94
1986	108
1987	92
1988	154
1989	153
1990	138
1991	175
1992	163
1993	156
1994	180
1995	206
1996	239
1997	261
1998	299
1999	260
2000	254
2001	250
2002	278
2003	262
2004	232
2005	286
2006	275
2007	330
2008	265
2009	251
2010	272
2011	288
2012	290
2013	279
2014	302
2015	285
2016	295



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2016 Annual Report

Response Times by District

District	Total Alarms	Average Time (Minutes)
NA	4	7
Deephaven	3	18
Excelsior	2	15
Long Lake	1	7
Minnetonka	4	10
Orono	15	8
Plymouth	15	15
Wayzata	223	5
Woodland	28	7
Grand Total	295	10



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2016 Annual Report

Alarm Time by District

District	12 AM.	4 AM.	8 AM.	12 PM.	4 PM.	8 PM.	Total
	to	to	to	to	to	to	
	4 AM.	8 AM.	12 PM.	4 PM.	8 PM.	12 AM.	
NA	0	0	1	1	0	2	4
Deephaven	0	0	0	0	1	2	3
Excelsior	0	0	0	1	0	1	2
Long Lake	0	0	1	0	0	0	1
Minnetonka	0	1	0	0	2	1	4
Orono	3	2	7	2	0	1	15
Plymouth	2	2	1	5	3	2	15
Wayzata	17	19	51	44	59	33	223
Woodland	2	2	4	7	7	6	28
Grand Total	24	26	65	60	72	48	295



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2016 Annual Report

Incidents Per Month

January	23	7.80%
February	17	5.77%
March	16	5.43%
April	33	11.19%
May	27	9.16%
June	31	10.51%
July	44	14.92%
August	30	10.17%
September	23	7.80%
October	16	5.43%
November	20	6.78%
December	15	5.09%
Total	295	



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2016 Annual Report

Incidents Per City

Wayzata	223	75.60%
Orono	15	5.09%
Woodland	28	9.50%
Plymouth	15	5.09%
Minnetonka	4	1.36%
Long Lake	1	0.34%
Excelsior	2	0.68%
Deephaven	3	1.02%
N/A	4	1.36%
Total	295	



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Incidents Per Day of the Week

Sunday	30	10.17%
Monday	42	14.24%
Tuesday	46	15.60%
Wednesday	47	15.94%
Thursday	48	16.28%
Friday	46	15.60%
Saturday	36	12.21%
Total	295	



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2016 Annual Report

Where Our Time Is Spent

Types of Calls

Number of Calls

Fires 100

Fire, Other	3	
Building Fires	21	
Vehicle Fires	2	
Natural Vegetation Fires	3	
Outside Rubbish Fire	1	
Total	30	10.17%

Rescue EMS 300

Rescue EMS Call, Other	2	
Medical Assist	26	
Emergency Medical Incident	5	
Extrication, Rescue	4	
Total	37	12.55%

Hazardous Conditions

Combustible/Flammable Leaks	10	
Power Line Down	26	
Accident, Potential Accident	1	
Total	37	12.55%

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Where Our Time is Spent Continued

Types of Calls		Number of Calls	
Service Call 500			
	Service Call, Other	1	
	Smoke or Odor Removal	14	
	Assist Police	3	
	Unauthorized Burning	1	
	Total	19	6.44%
Good Intent			
	Good Intent, Other	20	
	Dispatched & Canceled Enroute	56	
	Steam, Other Gas Mistaken for Smoke	4	
	Total	80	27.12%
Alarms			
	System Malfunction	25	
	Unintentional Alarm	67	
	Total	92	31.19%
Total Calls		295	



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2016 Annual Report

Fire Situation

100	Fire, Other	3
111	Building Fires	21
131	Vehicle Fires	2
114	Natural Vegetation Fires	3
115	Outside Rubbish Fire	1
300	Rescue, EMS Call Other	2
311	Medical Assist	26
322	Emergency Medical Incident	5
352	Extrication, Rescue	4
411	Combustible/Flammable Leaks	10
444	Power Line Down	26
460	Accident, Potential Accident	1
500	Service Call, Other	1
531	Smoke Odor, Problem	14
551	Assist Police	3
560	Unauthorized Burning	1
600	Good Intent Call, Other	20
611	Dispatched & Canceled	56
650	Steam, Other Gas Mistaken for Smoke	4
730	Alarm System Malfunction	25
746	Unintentional Alarm	67
Total Calls		295



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2016 Annual Report

January 2016 Fire Calls

	Date	Address	Situation Found
1	January 2	1125 Hollybrook Drive, Wayzata	Smoke Detector Activation
2	January 3	2350 Wayzata Blvd. West, Long Lake	Dispatched & Canceled
3	January 4	420 Higncroft Road, Wayzata	Dispatched & Canceled
4	January 5	609 Lake Street East, Wayzata	Medical Assist
5	January 7	215 Gleason Lake Road, Wayzata	Carbon Monoxide Detector
6	January 8	677 Ridgeview Drive East, Wayzata	Medical Assist
7	January 8	875 Lake Street North, Wayzata	Good Intent Call
8	January 10	426 Ferndale Road South, Wayzata	Smoke Detector Activation
9	January 13	2660 Stonearch Road, Woodland	Carbon Monoxide Detector
10	January 15	13707 Green Briar Road, Minnetonka	Building Fire
11	January 20	294 Grove Lane, Wayzata	Smoke Detector Activation
12	January 20	294 Grove Lane, Wayzata	Smoke Detector Activation
13	January 20	2859 Gale Road, Woodland	Dispatched & Canceled
14	January 21	146 Chevy Chase Drive, Orono	System Malfunction
15	January 21	150 Central Avenue South, Wayzata	Medical Assist
16	January 21	680 Hillside Drive West, Wayzata	Dispatched & Canceled
17	January 21	810 Lake Street East, Wayzata	Smoke Detector Activation
18	January 23	2760 Woolsey Lane, Woodland	Smoke Detector Activation
19	January 25	12130 29 th Avenue North, Plymouth	Building Fire
20	January 27	2501 Lancaster Lane North, Plymouth	Dispatched & Canceled
21	January 28	110 Minnetonka Avenue South, Wayzata	Medical Assist
22	January 28	1316 Holdridge Terrace, Wayzata	Medical Assist
23	January 29	601 Bushaway Road South, Wayzata	Smoke Detector Activation

Total Calls for January 2016

23 7.80%



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February 2016 Fire Calls

	Date	Address	Situation Found
24	February 4	339 Barry Avenue South, Wayzata	System Malfunction
25	February 10	810 Lake Street East, Wayzata	Smoke Detector Activation
26	February 11	319 Barry Avenue South, Wayzata	Smoke Detector Activation
27	February 13	420 Highcroft Road, Wayzata	Dispatched & Canceled
28	February 15	815 Rice Street East, Wayzata	Arcing/Shorted Electrical
29	February 16	732 Widsten Circle, Wayzata	Smoke Detector Activation
30	February 17	300 Ferndale Road West, Wayzata	Building Fire
31	February 20	17930 Minnetonka Boulevard, Minnetonka	Building Fire
32	February 24	220 Grove Lane, Wayzata	Good Intent Call
33	February 25	611 Bushaway Road South, Wayzata	Smoke Detector Activation
34	February 25	205 Barry Avenue South, Wayzata	Smoke Detector Activation
35	February 25	294 Grove Lane, Wayzata	Dispatched & Canceled
36	February 26	537 Harrington Road, Wayzata	Smoke Detector Activation
37	February 26	550 Hillside Drive, Wayzata	Dispatched & Canceled
38	February 28	18715 37 th Avenue North, Plymouth	Dispatched & Canceled
39	February 28	497 Highcroft Road, Wayzata	Carbon Monoxide Detector
40	February 29	1221 Wayzata Boulevard East, Wayzata	Dispatched & Canceled

Total Calls for February 2016

17 5.77%



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March 2016 Fire Calls

	Date	Address	Situation Found
41	March 4	205 Barry Avenue South, Wayzata	Medical Assist
42	March 9	705 CSAH 101, Plymouth	Building Fire
43	March 11	645 Wayzata Boulevard East, Wayzata	Smoke Detector Activation
44	March 11	645 Wayzata Boulevard East, Wayzata	Smoke Detector Activation
45	March 12	320 Woodhill Road, Orono	Arcing/Shorted Electrical
46	March 14	1555 Linner Road, Minnetonka	Building Fire
47	March 16	16605 CSAH 24, Plymouth	Dispatched & Canceled
48	March 20	15820 Holdridge Road, Wayzata	Smoke Detector Activation
49	March 21	17759 Maplehill Road, Woodland	Smoke Detector Activation
50	March 22	445 Lake Street East, Wayzata	Smoke Odor or Removal
51	March 23	510 Ferndale Road West, Wayzata	Dispatched & Canceled
52	March 24	2800 Stone Arch Road, Woodland	Smoke Detector Activation
53	March 25	1221 Wayzata Boulevard East, Wayzata	Smoke Detector Activation
54	March 25	2800 Stone Arch Road, Woodland	Smoke Detector Activation
55	March 26	280 Ridgeview Drive East, Wayzata	Good Intent Call
56	March 31	CSAH 15 & CSAH 101 S., Wayzata	Dispatched & Canceled

Total Calls for May 2016

16 5.43%



WAYZATA FIRE DEPARTMENT

600 RICE STREET
WAYZATA, MN 55391
(952) 404-5337
FAX (952) 404-5336
fire@wayzata.org

2016 Annual Report

April 2016 Fire Calls

	Date	Address	Situation Found
57	April 2	10840 South Woods Estates, Plymouth	Building Fire
58	April 3	100 Promenade Avenue, Wayzata	Assist Police
59	April 4	294 Grove Lane, Wayzata	Smoke Detector Activation
60	April 5	Highway 12 & Central Avenue N., Wayzata	Extrication of Victim
61	April 5	332 Broadway Avenue North, Wayzata	Smoke Detector Activation
62	April 7	205 Barry Avenue South, Wayzata	Smoke Detector Activation
63	April 7	250 Central Avenue North, Wayzata	Dispatched & Canceled
64	April 7	1221 Wayzata Boulevard East, Wayzata	Dispatched & Canceled
65	April 8	2750 Maplewood Circle West, Woodland	Dispatched & Canceled
66	April 8	2750 Maplewood Circle West, Woodland	Smoke Odor or Removal
67	April 11	627 Ferndale Road North, Orono	Smoke Detector Activation
68	April 11	425 Carpenters Point, Wayzata	Carbon Monoxide Detector
69	April 12	75 Ferndale Green, Orono	Carbon Monoxide Detector
70	April 14	2625 Medicine Ridge Road, Plymouth	Building Fire
71	April 14	Promenade Ave. & Mill St., Wayzata	Good Intent Call
72	April 15	17920 Shavers Lane, Woodland	Smoke Detector Activation
73	April 15	14800 38 th Place, Plymouth	Dispatched & Canceled
74	April 16	101 Promenade Avenue, Wayzata	Natural Vegetation Fire
75	April 17	60 Myrtlewood Road, Orono	Smoke Detector Activation
76	April 18	Highway 12 & Central Avenue, Wayzata	Extrication of Victim
77	April 18	627 Ferndale Road North, Orono	Smoke Detector Activation
78	April 19	150 Central Avenue South, Wayzata	Medical Assist
79	April 20	2560 Cedar Ridge Road, Woodland	Smoke Detector Activation

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80	April 21	313 Wise Avenue, Wayzata	System Malfunction
81	April 21	510 Wayzata Boulevard East, Wayzata	Good Intent Call
82	April 22	1221 Wayzata Boulevard East, Wayzata	Dispatched & Canceled
83	April 23	990 Shady Lane, Wayzata	Smoke Scare/Odor
84	April 23	920 Shady Lane, Wayzata	Good Intent Call
85	April 25	649 Ferndale Road West, Wayzata	Dispatched & Canceled
86	April 25	415 Park Street East, Wayzata	Fire, Other
87	April 26	100 Promenade Avenue, Wayzata	Dispatched & Canceled
88	April 28	10 Forestview Lane, Plymouth	Building Fire
89	April 30	293 Ferndale Road South, Wayzata	Smoke Detector Activation

Total Calls for April 2016

33 11.19%



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2016 Annual Report

May 2016 Fire Calls

	Date	Address	Situation Found
90	May 1	220 Glenbrook Road North, Wayzata	Smoke Odor or Removal
91	May 1	215 Barry Avenue South, Wayzata	Smoke Odor or Removal
92	May 2	2805 Maplewood Circle East	Natural Vegetation Fire
93	May 4	16307 Holdridge Road West, Wayzata	Fire, Other
94	May 5	1400 Block of CSAH 15, Wayzata	Extrication of Victim
95	May 9	200 Promenade Avenue, Wayzata	System Malfunction
96	May 9	CSAH 15 & Woodhill Road, Wayzata	Dispatched & Canceled
97	May 10	627 Ferndale Road North, Orono	Smoke Detector Activation
98	May 10	17759 Maplehill Road, Woodland	Dispatched & Canceled
99	May 11	815 Rice Street East, Wayzata	Smoke Odor or Removal
100	May 12	149 Barry Avenue North, Wayzata	Dispatched & Canceled
101	May 13	1325 Wayzata Boulevard East, Wayzata	Arcing/Shorted Electrical
102	May 17	460 Peavey Lane, Wayzata	Smoke Detector Activation
103	May 18	133 Edgewood Court, Wayzata	Medical Assist
104	May 18	101 Promenade Avenue, Wayzata	System Malfunction
105	May 18	101 Promenade Avenue, Wayzata	Alarm System Sounding
106	May 20	344 Ferndale Road North, Wayzata	Dispatched & Canceled
107	May 20	2800 Stonearch Road, Woodland	Dispatched & Canceled
108	May 20	900 Wayzata Boulevard East, Wayzata	Gasoline Spill
109	May 23	415 Indian Mound Street, Wayzata	Natural Vegetation Fire
110	May 26	517 Ferndale Road North, Orono	Natural Gas Leak
111	May 26	CSAH 15 & Woodhill Road, Wayzata	Extrication of Victim
112	May 27	100 Promenade Avenue, Wayzata	Dispatch & Canceled
113	May 29	325 Hollander Road, Orono	Medical Assist
114	May 29	Lake Minnetonka, Wayzata	Medical Assist
115	May 30	4735 Spring Creek Drive, Excelsior	Building Fire
116	May 31	250 Central Avenue North, Wayzata	Smoke Odor or Removal

Total Calls for May 2016

27 9.16%



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2016 Annual Report

June 2016 Fire Calls

	Date	Address	Situation Found
117	June 1	4235 Quaker Lane North, Plymouth	Building Fire
118	June 1	344 Ferndale Road North, Wayzata	Dispatched & Canceled
119	June 2	16787 39 th Avenue North, Plymouth	Building Fire
120	June 7	Highway 12 & Carlson Parkway, Minnetonka	Medical Assist
121	June 7	522 Broadway Avenue North, Wayzata	Good Intent Call
122	June 7	559 Harrington Road, Wayzata	Smoke Detector Activation
123	June 8	111 Grand Avenue South, Wayzata	Cooking Fire
124	June 10	1221 Wayzata Boulevard East, Wayzata	Dispatched & Canceled
125	June 10	330 Peavey Lane, Wayzata	Dispatched & Canceled
126	June 11	1221 Wayzata Boulevard, Wayzata	Smoke Detector Activation
127	June 11	240 Central Avenue North, Wayzata	Carbon Monoxide Detector
128	June 12	17940 3 rd Avenue North, Plymouth	Building Fire
129	June 13	2955 Maplewood Road, Woodland	Smoke Detector Activation
130	June 13	18040 Shavers Lane, Woodland	Good Intent Call
131	June 14	279 Central Avenue South, Wayzata	Power Line Down
132	June 18	Central Ave. & Hollybrook Road, Wayzata	Dispatched & Canceled
133	June 19	115 Wayzata Boulevard West, Wayzata	Assist Police
134	June 19	101 Peavey Lane, Wayzata	Alarm System Activation
135	June 21	683 Lake Street East, Wayzata	Smoke Odor or Removal
136	June 21	310 Ferndale Road West, Wayzata	Dispatched & Canceled
137	June 22	200 Lake Street East, Wayzata	Smoke Detector Activation
138	June 22	125 Wayzata Boulevard East, Wayzata	Dispatched & Canceled
139	June 23	294 Grove Lane, Wayzata	Medical Assist
140	June 23	1421 Wayzata Boulevard East, Wayzata	Passenger Vehicle Fire
141	June 24	412 Wayzata Boulevard East, Wayzata	Rescue EMS
142	June 24	825 Lake Street East, Wayzata	Rescue EMS
143	June 24	314 Broadway Avenue North, Wayzata	Building Fire
144	June 25	111 Grand Avenue South, Wayzata	System Malfunction
145	June 25	314 Broadway Avenue North, Wayzata	Steam, Other Gas
146	June 26	570 Harrington Road, Wayzata	Natural Gas Leak
147	June 28	100 Promenade Avenue, Wayzata	Medical Assist

Total Calls for June 2016

31 10.51%



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2016 Annual Report

July 2016 Fire Calls

	Date	Address	Situation Found
148	July 1	928 Shady Lane, Wayzata	Smoke Detector Activation
149	July 2	100 Promenade Avenue, Wayzata	Medical Assist
150	July 3	100 Promenade Avenue, Wayzata	Medical Assist
151	July 3	294 Grove Lane, Wayzata	Medical Assist
152	July 3	1605 Evergreen Lane, Plymouth	Building Fire
153	July 4	Lake Minnetonka, Wayzata	Dispatched & Canceled
154	July 4	220 Grove Lane, Wayzata	Outside Stationary Fire
155	July 5	Lake Minnetonka, Wayzata	Good Intent Call
156	July 5	600 Hillside Drive, Wayzata	Arcing/Shorted Electrical
157	July 5	401 Gardner Street, Wayzata	Arcing/Shorted Electrical
158	July 5	660 Harmony Circle, Wayzata	Good Intent Call
159	July 5	133 Glenbrook Road North, Wayzata	Arcing/Shorted Electrical
160	July 5	1361 Lasalle Street, Wayzata	Power Line Down
161	July 5	125 Wayzata Boulevard East, Wayzata	System Malfunction
162	July 5	2660 Maplewood Circle East, Woodland	Arcing/Shorted Electrical
163	July 5	268 Bushaway Road, Wayzata	Arcing/Shorted Electrical
164	July 5	224 Benton Avenue North, Wayzata	Arcing/Shorted Electrical
165	July 5	Maplewood Cir. & Marshland Rd, Woodland	Arcing/Shorted Electrical
166	July 5	685 Hillside Drive, Wayzata	Arcing/Shorted Electrical
167	July 5	559 Harrington Road, Wayzata	Dispatched & Canceled
168	July 5	230 Central Avenue North, Wayzata	Dispatched & Canceled
169	July 6	685 Hillside Drive, Wayzata	Power Line Down
170	July 6	645 Wayzata Boulevard East, Wayzata	Smoke Detector Activation
171	July 6	440 Ferndale Road West, Wayzata	Power Line Down

WAYZATA FIRE DEPARTMENT

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July 2016 Calls Continued

172	July 7	525 Harrington Road, Wayzata	Power Line Down
173	July 8	549 Harrington Road, Wayzata	Dispatched & Canceled
174	July 9	1030 Lake Street East, Wayzata	Good Intent Call
175	July 15	2870 East Road, Woodland	Dispatched & Canceled
176	July 15	344 Ferndale Road North, Wayzata	Smoke Detector Activation
177	July 18	543 Harrington Road, Wayzata	Power Line Down
178	July 18	1450 Wayzata Boulevard East, Wayzata	Dispatched & Canceled
179	July 21	163 Wayzata Boulevard West, Wayzata	Dispatched & Canceled
180	July 21	810 Lake Street East, Wayzata	Smoke Detector Activation
181	July 23	720 Widsten Circle, Wayzata	Smoke Odor or Removal
182	July 23	2840 Gale Road, Woodland	Power Line Down
183	July 23	2840 Gale Road, Woodland	Power Line Down
184	July 24	630 Bushaway Road South, Wayzata	System Malfunction
185	July 25	Highway 12 & Central Avenue, Wayzata	Motor Vehicle Accident
186	July 27	235 Lake Street East, Wayzata	Natural Gas Leak
187	July 28	2705 Annapolis Lane, Plymouth	Gasoline or Other Flammable Liquid
188	July 28	522 Shadyway Road, Wayzata	Smoke Detector Activation
189	July 29	810 Lake Street East, Wayzata	Smoke Detector Activation
190	July 30	700 Lake Street East, Wayzata	Medical Assist
191	July 31	Central Avenue & Highway 12, Wayzata	Motor Vehicle Accident

Total Calls for July 2016

44

14.92%



WAYZATA FIRE DEPARTMENT

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2016 Annual Report

August 2016 Fire Calls

Date	Address	Situation Found
192 August 1	522 Shadyway Road, Wayzata	System Malfunction
193 August 2	522 Broadway Avenue North, Wayzata	Dispatched & Canceled
194 August 3	301 Peavey Lane, Wayzata	Smoke Detector Activation
195 August 4	100 Circle A Drive, Wayzata	Natural Gas Leak
196 August 4	250 Central Avenue North, Wayzata	Service Call, Other
197 August 5	2856 Gale Road, Woodland	System Malfunction
198 August 6	810 Lake Street East, Wayzata	Smoke Detector Activation
199 August 10	Highway 12 & Ferndale Road, Wayzata	Motor Vehicle Accident
200 August 10	300 Superior Boulevard, Wayzata	Medical Assist
201 August 10	110 Circle A Drive, Wayzata	Good Intent Call
202 August 13	1221 Wayzata Boulevard East, Wayzata	Smoke Detector Activation
203 August 13	421 Bushaway Road, Wayzata	Smoke Detector Activation
204 August 15	344 Ferndale Road North, Wayzata	Dispatched & Canceled
205 August 16	121 Westwood Lane, Wayzata	System Malfunction
206 August 16	Highway 12 & Ferndale Road, Wayzata	Vehicle Accident, General Cleanup
207 August 18	483 Waycliffe Road North, Wayzata	Dispatched & Canceled
208 August 19	641 Park Street East, Wayzata	Medical Assist
209 August 20	100 Promenade Avenue, Wayzata	Medical Assist
210 August 20	633 Ridgeview Drive East, Wayzata	Steam, Other Gas
211 August 22	622 Gardner Street, Wayzata	Power Line Down
212 August 22	Minnetonka Ave. & Wayzata Blvd., Wayzata	Power Line Down
213 August 25	549 Harrington Road, Wayzata	Steam, Other Gas
214 August 26	335 Broadway Avenue North, Wayzata	Smoke Odor or Removal
215 August 27	240 Central Avenue North, Wayzata	Smoke Odor or Removal
216 August 29	17737 Maple Hill Road, Woodland	Smoke Detector Activation
217 August 29	150 Central Avenue South, Wayzata	Medical Assist
218 August 29	350 Highcroft Lane, Wayzata	System Malfunction
219 August 31	200 Woodhill Road, Wayzata	System Malfunction
220 August 31	101 Promenade Avenue, Wayzata	Medical Assist
221 August 31	100 Promenade Avenue, Wayzata	Smoke Odor or Removal

Total Calls for August 2016

30 10.17%



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2016 Annual Report

September 2016 Fire Calls

	Date	Address	Situation Found
222	September 3	4650 Vinewood Lane North, Plymouth	Building Fire
223	September 5	3712 Livingston Avenue, Orono	Building Fire
224	September 5	109 Central Avenue South, Wayzata	Passenger Vehicle Fire
225	September 8	1909 Wayzata Boulevard East, Wayzata	System Malfunction
226	September 9	360 Highcroft Lane, Wayzata	Smoke Detector Activation
227	September 10	600 Rice Street East, Wayzata	Smoke Detector Activation
228	September 10	328 Barry Avenue South, Wayzata	System Malfunction
229	September 10	Lake Minnetonka, Orono	EMS Call
230	September 11	Minnetonka Ave. & Rice St., Wayzata	Power Line Down
231	September 11	600 Rice Street, Wayzata	System Malfunction
232	September 12	17920 Shavers Lane, Woodland	System Malfunction
233	September 12	1165 Ferndale Road West, Orono	Smoke Detector Activation
234	September 13	120 Chevy Chase Drive, Orono	Smoke Odor or Removal
235	September 15	Central Avenue & Highway 12, Wayzata	Good Intent Call
236	September 18	2325 Walnut Grove Lane, Plymouth	Dispatched & Canceled
237	September 18	240 Central Avenue North, Wayzata	Smoke Odor or Removal
238	September 21	2960 Gale Road, Woodland	Power Line Down
239	September 23	100 Promenade Avenue, Wayzata	Medical Assist
240	September 24	18120 Hummingbird Road, Deephaven	Dispatched & Canceled
241	September 26	307 Hampton Lane, Wayzata	Natural Gas Leak
242	September 26	310 Ferndale Road West, Wayzata	System Malfunction
243	September 28	815 Rice Street East, Wayzata	Medical Assist
244	September 28	315 Woodhill Road, Orono	System Malfunction

Total Calls for September 2016

23 7.80%



WAYZATA FIRE DEPARTMENT

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2016 Annual Report

October 2016 Fire Calls

	Date	Address	Situation Found
245	October 3	190 Wayzata Boulevard East, Wayzata	Dispatched & Canceled
246	October 5	3650 Northhome Road, Deephaven	Dispatched & Canceled
247	October 6	175 Gleason Lake Road, Wayzata	Dispatched & Canceled
248	October 6	200 Promenade Avenue, Wayzata	Smoke Detector Activation
249	October 6	875 Lake Street East, Wayzata	Smoke Detector Activation
250	October 7	310 Ferndale Road West, Wayzata	Dispatched & Canceled
251	October 7	200 Promenade Avenue, Wayzata	System Malfunction
252	October 9	125 Wayzata Boulevard East, Wayzata	Medical Assist
253	October 11	Highway 12 & Ferndale Road, Wayzata	Dispatched & Canceled
254	October 13	2550 Cedar Ridge Road, Woodland	Smoke Detector Activation
255	October 14	810 Lake Street, Wayzata	Smoke Detector Activation
256	October 18	825 Lake Street East, Wayzata	Good Intent
257	October 18	697 Harmony Circle, Wayzata	Smoke Odor or Removal
258	October 26	1500 Wayzata Boulevard West, Long Lake	Assist Police
259	October 31	320 Manitoba Avenue South, Wayzata	Smoke Detector Activation
260	October 31	135 Broadway Avenue North, Wayzata	Good Intent Call

Total Calls for October 2016

16 5.43%



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2016 Annual Report

November 2016 Fire Calls

	Date	Address	Situation Found
261	November 1	163 Wayzata Boulevard West, Wayzata	System Malfunction
262	November 4	697 Harmony Circle, Wayzata	Good Intent Call
263	November 4	697 Harmony Circle, Wayzata	Unauthorized Burning
264	November 6	461 Peavey Lane, Wayzata	Dispatched & Canceled
265	November 9	2025 Shadyview Lane, Plymouth	Building Fire
266	November 10	101 Promenade Avenue, Wayzata	Smoke Detector Activation
267	November 11	301 Peavey Lane, Wayzata	Arcing/Shorted Electrical
268	November 12	100 Promenade Avenue, Wayzata	Good Intent Call
269	November 13	320 Manitoba Avenue South, Wayzata	System Malfunction
270	November 20	350 Superior Boulevard, Wayzata	Medical Assist
271	November 22	100 Lake Street West, Wayzata	Smoke Detector Activation
272	November 22	743 Lake Street East, Wayzata	Natural Gas Leak
273	November 23	Central Ave. & Highway 12, Wayzata	Good Intent Call
274	November 23	215 Barry Avenue South, Wayzata	Smoke Detector Activation
275	November 24	1313 Wayzata Boulevard East, Wayzata	Fire, Other
276	November 24	2760 Woolsey Lane, Woodland	Dispatched & Canceled
277	November 25	740 Lake Street East, Wayzata	Gasoline, Flammable Liquid
278	November 26	163 Wayzata Boulevard West, Wayzata	Dispatched & Canceled
279	November 29	17840 Breezy Point Road, Woodland	Dispatched & Canceled
280	November 30	Lake St. & Superior Blvd., Wayzata	Dispatched & Canceled

Total Calls for November 2016

20 6.78%



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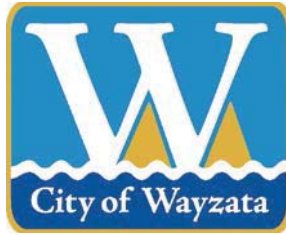
2016 Annual Report

December 2016 Fire Calls

	Date	Address	Situation Found
281	December 1	Central Avenue & Hollybrook Road, Wayzata	Arcing/Shorted Electrical
282	December 6	18085 Breezy Point Road, Woodland	Dispatched & Canceled
283	December 7	2840 Breezy Heights Road, Woodland	Arcing/Shorted Electrical
284	December 9	701 Lake Street East, Wayzata	Good Intent Call
285	December 9	550 Broadway Avenue North, Wayzata	Smoke Detector Activation
286	December 10	1221 Wayzata Boulevard East, Wayzata	Smoke Detector
287	December 11	401 Ridgeview Drive East, Wayzata	Smoke Detector Activation
288	December 11	440 Quantico Lane North, Plymouth	Building Fire
289	December 14	17700 26 th Avenue North, Plymouth	Building Fire
290	December 16	633 Park Street East, Wayzata	Natural Gas Leak
291	December 19	700 Lake Street East, Wayzata	Sprinkler Activation
292	December 20	2960 Gale Road, Woodland	Dispatched & Canceled
293	December 21	Ferndale Rd. S. & Shoreline Dr., Wayzata	Motor Vehicle Accident
294	December 21	111 Grand Avenue South, Wayzata	Smoke Detector Activation
295	December 21	995 Lake Street East, Wayzata	Good Intent Call

Total Calls for December 2016

15 5.09%



PROCLAMATION DESIGNING ARBOR MONTH IN WAYZATA

WHEREAS, The health of the people is tied to the health of their forests; and

WHEREAS, Trees and forests improve our physical health by cleaning the air; reducing exposure to the sun's UV rays, and decreasing temperatures during the summertime; and

WHEREAS, Childhood asthma rates lower in urban communities that have a higher density of trees; and

WHEREAS, Trees and forests improve our mental health by reducing stress and increasing concentration; and

WHEREAS, In 50 years, one tree provides \$62,000 worth of air pollution control; and

WHEREAS, Forests create high-quality drinking water by acting as a natural filter; and

WHEREAS, Getting a daily dose of trees is healthy for all Minnesotans; and

WHEREAS, Each year, on the last Friday in April, and throughout the month of May, Minnesotans pay special tribute to rural and community trees and all the natural resources, and dedicate themselves to the continued vitality of our state's forests; and

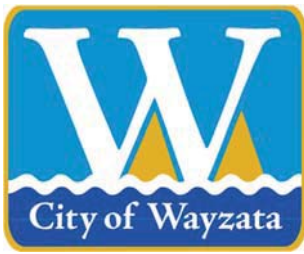
WHEREAS, On April 22, 2017, Wayzata volunteers will plant trees to celebrate Arbor Day.

NOW THEREFORE, BE IT PROCLAIMED, that I, Mayor Ken Willcox, on behalf of the citizens of Wayzata, proclaim May 2017 as Arbor Month in the City of Wayzata.



Mayor Ken Willcox





City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2017	AGENDA ITEM: 7a
TITLE: Approval of City Council Workshop Meeting Minutes of March 21, 2017 and City Council Regular Meeting Minutes of March 21, 2017	
PROPOSED MOTION: To approve the City Council Workshop Meeting Minutes of March 21, 2017 and City Council Regular Meeting Minutes of March 21, 2017	
PREPARED BY: Becky Malone, Deputy City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached draft minutes.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Draft City Council Workshop Meeting Minutes of March 21, 2017
2. Draft City Council Meeting Minutes of March 21, 2017

WAYZATA CITY COUNCIL
DRAFT - WORKSHOP MEETING MINUTES
March 21, 2017

5:00 PM Mill Street Parking Ramp

Mayor Willcox and Council Members Koch, McCarthy, Plechash, and Tyacke met in the Community Room at City Hall and walked to the Adolfson and Peterson Construction trailer along Mill Street, near the Mill Street Parking Ramp construction site at 5:00 pm. Also Present: City Manager Dahl, City Engineer/Assistant Public Works Director, Mike Kelly, and Building Official, Tyson Jenkins.

The group met and toured the construction site of the Mill Street parking ramp. Rob Berger, Project Superintendent with Adolfson and Peterson Construction, gave a brief presentation and tour of the site.

After the tour was complete, the group walked back to the Community Room at Wayzata City Hall.

5:45 PM Strategic Planning Update

Mayor Willcox called the meetings to order at 5:45 pm in the Community Room at Wayzata City Hall. Council Members present: Koch, McCarthy, Plechash, and Tyacke. Also present: City Manager Dahl.

Mr. Dahl stated that the City will be holding Strategic Planning Session on April 20 and 21 at the Lafayette Club to reaffirm the City's Mission, Values, Vision and Strategic Initiatives over the next few years. Mr. Dahl introduced Nick Ruehl, the facilitator for this session.

Mr. Ruehl reviewed a draft work plan for the Strategic Planning Session and reviewed the pre-session survey. He suggested assembling a smaller group than had been assembled in previous years. Mr. Ruehl stated he would be sending questionnaires to the Council and key staff to complete and return by April 5.

The Council discussed additional details of how the two days would unfold.

6:00 PM Wayzata/Superior Blvd. Reconstruction Project Discussion

Mayor Willcox introduced this item at 6:00 pm

Mike Kelly, City Engineer/Assistant Director of Public Works, stated that in November of 2016, staff presented the Wayzata City Council with two (2) intersection design options for the Wayzata Blvd/Superior Blvd intersection. The council requested additional feedback from the Benton Avenue residents, as well as the other adjoining businesses, before taking action on a preferred intersection.

Mr. Kelly stated that on January 31, 2017, staff held a "neighborhood" meeting to discuss the proposed intersection alternatives. He briefly described the two (2) intersection alternatives, and also summarized the "pros" and "cons" for each alternative. Mr. Kelly provided an update about the neighborhood meeting and reviewed a summary of comments provided by the neighbors. After providing this update of the project's status, he stated that Staff will be requesting formal direction as to a preferred alternative most likely at the April 18th City Council meeting.

The workshop meetings were adjourned at 6:55 pm.

Respectfully submitted,

Becky Malone
Deputy City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
March 21, 2017

AGENDA ITEM 1. Call to Order.

Mayor Willcox called the meeting to order at 7:00 p.m.

AGENDA ITEM 2. Pledge of Allegiance.

AGENDA ITEM 3. Roll Call.

Council Members present: Koch, McCarthy, Tyacke, and Plechash. Also present: City Manager Dahl, City Attorney Schelzel, and City Engineer Kelly.

AGENDA ITEM 4. Approve Agenda.

Mayor Willcox requested agenda item Nos. 5(b) and (c) be moved ahead of item No. 5(a). The Council agreed.

The agenda was approved by consensus.

Mayor Willcox advised Council met in workshop prior to the meeting to discuss the Mill Street Parking Ramp, Strategic Planning, and the Wayzata/Superior Reconstruction Project.

AGENDA ITEM 5. Public Forum.

b. Recognition of Bill Meyer's Retirement from Fire Department

Kevin Klapprich, Wayzata Fire Chief, stated Bill Meyer became Wayzata's first 18-year-old fireman on December 2, 1974, and recently retired from the department on December 1, 2016. He recognized Mr. Meyer for his 42 years of service, and presented Mr. and Mrs. Meyer with a plaque and gift.

Mr. Meyer thanked the City and his family for their support.

Mayor Willcox thanked Mr. Meyer for his dedication and skill, and the way he has represented the City.

c. Introduction of New Firefighters Travis Bunch and Zev Oman

Kevin Klapprich, Wayzata Fire Chief, introduced Wayzata's two newest firefighters Travis Bunch and Zev Oman.

a. Volunteer Committee Update

Lynn McCarthy, Volunteer Coordinator, reported that 350 volunteers gave over 4,000 hours of service to the City last year, saving Wayzata \$85,000. Projects included Emerald Ash Borer tree inspections, circular entrance landscaping at 394, monthly senior activities, assembling mailings for the Chamber of Commerce, providing office time for the Public Works Department, and the Adopt a Garden program. She announced the Bushaway Road planting on April 22, Dig It Day on May 20, and the Buckthorn Pull and Garlic Mustard Pull dates will be announced soon. Volunteers can sign up online at www.volunteers@wayzata.org.

Mayor Willcox thanked Ms. McCarthy for her leadership and the volunteers of Wayzata for their work in the community.

Mr. Plechash inquired if there has been any advertising in local publications to solicit volunteers. Ms. McCarthy responded they have a page in the *Wayzata Life* magazine that highlights all the upcoming events.

d. Mill Street Parking Ramp Update

Nate Pearson, TEGRA Group, reported the elevated deck will be poured tomorrow and the retaining wall structure is in place. They do have a quality assurance tester on site and the ramp has passed all tests. They are on schedule to open the top deck in early July and the remaining ramp in mid-August.

Mrs. McCarthy thanked Mr. Pearson for the tour of the ramp the Council went on earlier. It is an accomplishment to be ahead of schedule and under budget, there have been no injuries, and the contractors have been respectful to the residents of Wayzata.

Mr. Pearson stated they put out vibration monitors near the homes above the retaining wall and there has been no disruption due to construction.

Pat Broyles, 212 Benton Avenue, commented she attended workshop prior to the meeting and strongly supports option No. 1. The people that live closest to Wayzata Boulevard hear a lot of the noise on Wayzata Boulevard and this will affect their home values.

AGENDA ITEM 6. New Agenda Items.

None.

AGENDA ITEM 7. Consent Agenda.

City Manager Dahl referred to item No. 7(h), and stated this ordinance removes the maximum age for employees, and the City will rely more on agility and performance tests.

Mr. Koch referred to item No. 7(f), and inquired if quarterly financial statements are sufficient. Mr. Dahl stated monthly reports from AEM are doable, but could be costly. Staff can provide monthly reports to accomplish what is being requested and staff will provide the Council with additional information. The quarterly reports are on the website, and staff will make sure they are easily accessible.

Mrs. McCarty made a motion, seconded by Mr. Tyacke, to approve the following Consent Agenda:

- a. Approval of City Council Workshop Minutes of March 7, 2017 and City Council Regular Meeting Minutes of March 7, 2017
 - b. Approval of Check Register
 - c. Approval of Municipal Licenses
 - d. Police Activity Report
 - e. Building Activity Report
 - f. Approval of Contract with Abdo, Eick, and Meyers Financial Solutions for Financial Services
 - g. Approval of Second Reading of Ordinance #768 Vacating City Right of Way and Public Utility Easements Adjacent to 1430 and 1350 LaSalle Street
 - h. Approval of First Reading of Ordinance 770 Amending Chapter 202 (Police Department) and Chapter 203 (Fire Department) of the City Code Regarding Retirement Age
- The motion carried 5/0.

AGENDA ITEM 8. New Business.

a. Consider Sunday Liquor Sales at Wayzata Wine and Spirits

City Manager Dahl reported in response to the recent bill passed legalizing off-sale intoxicating liquor on Sunday, they do not believe any amendments are needed for Sunday operation. The Council will need to consider if Wayzata Wine and Spirits (WWS) should be open on Sunday. After review of the pros and cons, they anticipate liquor sales and expenses to be open would both increase and not provide much of a difference in overall net profit.

Kevin Castellano, Wayzata Wine and Spirits manager, commented being open on Sunday from 11:00 a.m. to 5:00 p.m. is best for the store. It will require minimal staffing and sales may go up during the summer and holidays.

1 Mrs. McCarthy inquired if any analysis had been taken for sales from Monday through
 2 Thursday that could be applied to Sundays. She suggested they remain open until 6:00 p.m. since
 3 that is a prime hour for the Wayzata Bar and Grill. Mr. Castellano stated they could stay open until
 4 6:00 p.m. They did do some analysis on weekday sales and decided to remain open until 9:00 p.m.
 5 Monday through Thursday. The delivery service would not be offered on Sundays. Some of the
 6 staff are excited about working on Sundays, scheduling has been easy, and additional staffing is
 7 not needed since some employees would like more hours.

8 Mr. Plechash inquired if there will be any additional revenue. Mr. Castellano stated it is
 9 hard to know, but if sales increase on Sunday, they may decrease on Friday and allow him to
 10 decrease his staffing on that day. While they may not gain a lot of profit, they could potentially lose
 11 sales and customers if they do not open on Sundays since their competitors will be. In his opinion,
 12 he would like to remain closed on Sundays, but that may not be what is best for the store.

13 Mr. Plechash commented establishments are closed on a Sunday to give workers a day of
 14 rest.

15 Mayor Willcox inquired if there will be a loosening of liquor laws. Mr. Castellano stated
 16 he believes opening on Sunday is a precursor to Sunday grocery wine and beer sales.

17 City Manager Dahl stated they have been following the 2014 business plan to stay more
 18 competitive, run more efficiently, and focus on marketing. Sales have increased 9.6 percent the last
 19 couple of years.

20 Mrs. McCarthy suggested they have the Sunday profit go to a specific initiative to
 21 encourage more people to purchase at WWS.

22 Mr. Plechash inquired if a profit could still be made if grocery wine sales were allowed.
 23 Mr. Castellano stated due to their location, he does not think WWS sales would be affected. City
 24 Manager Dahl pointed out the City would still be able to restrict grocery sales within Wayzata.

25 Mr. Plechash stated if they allowed liquor sales at WWS, they would have to allow them
 26 other places as well in the City. However, if they restricted them, they would be able to restrict
 27 them other places within the City as well.

28 Mr. Koch commented the service and selection that WWS offers cannot be found at grocery
 29 stores.

30 Mr. Tyacke commented it is important they remain competitive in the market and
 31 convenient. They can assess the profits gained at the end of the year and see if it is worth being
 32 open.

33 Mr. Dahl advised staff will proceed with WWS being open on Sundays and will discuss
 34 whether they should be open until 5:00 or 6:00 p.m.

35 Mr. Plechash commented he does not like WWS being open on Sundays. However, since
 36 it was passed statewide, they must do it.

37
 38 **b. Consider First Reading of Ordinance 769 Amending Chapter 502 (Intoxicating**
 39 **Liquor) of the City Code for On-Sale Intoxicating Liquor Licenses for Hotels**

40 City Manager Dahl reported in anticipation of the opening of The Landing, staff determined that
 41 the City's liquor law did not allow for a hotel to have a liquor license. Staff recommends adoption
 42 of the draft ordinance that allows hotels to receive on-sale liquor licenses.

43 City Attorney Schelzel stated they looked at the different areas of the hotel where liquor
 44 could be served outside of a restaurant and this amendment allows it to be as broad as the State law
 45 will allow. This could include mini bars in the rooms to a possible banquet facility and would apply
 46 to any hotel that would come into the City. This ordinance does not affect the opening of The
 47 Landing.

48 Mayor Willcox inquired if the allowance of mini bars would affect City liquor sales. Mr.
 49 Dahl stated mini bars would be viewed as off-sale and The Landing's proposal does not include
 50 them.

Mr. Tyacke made a motion, seconded by Mrs. McCarthy to adopt the first reading of draft Ordinance No. 769, Amending Chapter 502 (Intoxicating Liquor) of the City Code for On-Sale Intoxicating Liquor Licenses for Hotels.

Mr. Tyacke inquired if The Landing will need to apply for a liquor license. Mr. Dahl stated this will allow them to apply once the ordinance is adopted and published.

The motion carried 5/0.

Steve Bohl, BohLand Development, provided an update on The Landing. They plan to be open in early June, most upper level management is hired, and they will have a career day on March 23 to hire the remaining staff. They plan have a soft opening June 8-10 for friends and family, and the restaurant will officially open on June 12 offering breakfast and dinner. On June 16, the hotel will officially open with a ribbon-cutting, the spa will open a month later, and they already have weddings booked with rooms blocked for those events. There will be a grand opening celebration in November.

Mr. Tyacke inquired if there have been any marketing efforts with the retail space. Mr. Bohl stated with the anticipated hotels guests and the completion of the Promenade development, they are looking at more aggressive and creative ways to bring in tenants. He suspects the development will be ripe for tenants in 2018.

Mr. Koch inquired if the general public can reserve rooms now for after the hotel opens on June 16. Mr. Bohl stated they already have over 600 reservations and the public can make reservations online.

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

a. Miscellaneous

- Mr. Dahl advised in order to people to participate in Minnetonka Community Education, they need to go to www.minnetonkacommunity.org/wayzata to register.
- Mr. Dahl announced Baja Haus plans to open on March 29.
- Mr. Dahl stated the Metropolitan Council sewer project will begin on April 17. They will send out mailings and post on the website the actual closings and preferred detour routes.
- Mr. Dahl stated Legislative Day will be held on Thursday, and he, along with Mayor Willcox and Mr. Plechash will be at the Capitol to hear about legislative changes and meet with Representative Herta. Mayor Willcox stated two items before the legislature related to Wayzata are the Widsten TIF District and funding for the safety of railroad crossings in Wayzata and other communities.

AGENDA ITEM 10. Public Forum (as necessary).

None.

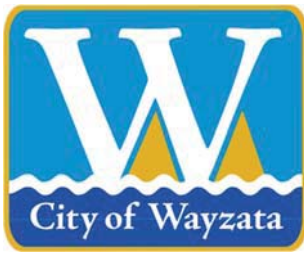
AGENDA ITEM 11. Adjournment.

Mr. Plechash made a motion, seconded by Mr. Tyacke to adjourn. There being no further business, Mayor Willcox adjourned the meeting at 8:18 p.m.

Respectfully submitted,

Becky Malone
Deputy City Clerk

Drafted by Shannon Schmidt
TimeSaver Off Site Secretarial, Inc.



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2017	AGENDA ITEM: 7b
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks for March 2017	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached check register for March of 2017.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Check Detail Register— March 2017

***Check Detail Register©**

March 2017

			Check Amt	Invoice	Comment
10100 Anchor Bank					
Paid Chk#	105484	3/28/2017	ARTISAN BEER COMPANY		
E 640-47000-253	Beer For Resale		\$267.25	3163744	BEER
E 640-47000-253	Beer For Resale		\$236.20	3165308	BEER
Total ARTISAN BEER COMPANY			\$503.45		
Paid Chk#	105485	3/28/2017	BELLBOY BAR SUPPLY CORP.		
E 640-47000-251	Liquor For Resale		\$1,313.87	57882100	LIQUOR
E 640-47000-259	Freight		\$24.36	57882100	FREIGHT
E 640-47000-252	Wine For Resale		\$280.00	57882100	WINE
E 640-47000-251	Liquor For Resale		\$394.00	57988300	LIQUOR
E 640-47000-259	Freight		\$5.10	57988300	FREIGHT
E 640-47000-251	Liquor For Resale		\$824.50	58079700	LIQUOR
E 640-47000-259	Freight		\$12.30	58079700	FREIGHT
E 640-47000-210	Operating Supplies (GENERAL)		\$46.01	95467900	SUPPLIES
E 640-47000-210	Operating Supplies (GENERAL)		\$135.07	95501600	SUPPLIES
E 640-47000-251	Liquor For Resale		\$84.00	95531100	LIQUOR
E 640-47000-259	Freight		\$2.40	95531100	FREIGHT
Total BELLBOY BAR SUPPLY CORP.			\$3,121.61		
Paid Chk#	105486	3/28/2017	BERNICK'S WINE		
E 640-47000-253	Beer For Resale		\$196.12	346560	BEER
E 640-47000-254	Soft Drinks/Mix For Resale		\$40.80	348886	MISC.MIX
E 640-47000-253	Beer For Resale		\$256.13	348887	BEER
E 640-47000-254	Soft Drinks/Mix For Resale		\$47.16	349942	MISC.MIX
E 640-47000-253	Beer For Resale		\$95.99	349943	BEER
Total BERNICK'S WINE			\$636.20		
Paid Chk#	105487	3/28/2017	BOURGET IMPORTS		
E 640-47000-252	Wine For Resale		\$181.17	140317	WINE
E 640-47000-259	Freight		\$1.50	140317	FREIGHT
E 640-47000-252	Wine For Resale		\$184.00	140353	WINE
E 640-47000-259	Freight		\$1.50	140353	FREIGHT
Total BOURGET IMPORTS			\$368.17		
Paid Chk#	105488	3/28/2017	BREAKTHRU BEVERAGE		
E 640-47000-252	Wine For Resale		\$3,723.58	1080601668	WINE
E 640-47000-259	Freight		\$36.24	1080601668	FREIGHT
E 640-47000-251	Liquor For Resale		\$699.00	1080604706	LIQUOR
E 640-47000-259	Freight		\$1.45	1080604706	FREIGHT
E 640-47000-252	Wine For Resale		\$1,311.00	1080604707	WINE
E 640-47000-259	Freight		\$12.08	1080604707	FREIGHT
E 640-47000-251	Liquor For Resale		\$417.53	1080604708	LIQUOR
E 640-47000-259	Freight		\$3.98	1080604708	FREIGHT
E 640-47000-252	Wine For Resale		\$1,404.31	1080607517	WINE
E 640-47000-259	Freight		\$0.97	1080607517	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,354.83	1080607808	LIQUOR
E 640-47000-259	Freight		\$13.53	1080607808	FREIGHT
E 640-47000-252	Wine For Resale		\$210.48	1080607809	WINE
E 640-47000-259	Freight		\$0.72	1080607809	FREIGHT
E 640-47000-252	Wine For Resale		\$72.00	1080607810	WINE
E 640-47000-259	Freight		\$1.45	1080607810	FREIGHT
E 640-47000-252	Wine For Resale		\$2,720.00	1080607811	WINE
E 640-47000-259	Freight		\$36.97	1080607811	FREIGHT
E 640-48000-252	Wine For Resale		\$283.15	1080607856	WINE
E 640-47000-252	Wine For Resale		\$2,134.66	1080610765	WINE
E 640-47000-259	Freight		\$13.17	1080610765	FREIGHT

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March 2017

			Check Amt	Invoice	Comment
E 640-47000-259	Freight		\$1.45	1080610765	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$117.00	1080610766	MISC.MIX
E 640-47000-251	Liquor For Resale		\$2,195.45	1080610767	LIQUOR
E 640-47000-259	Freight		\$21.14	1080610767	FREIGHT
E 640-48000-252	Wine For Resale		\$161.80	1080611117	WINE
E 640-47000-251	Liquor For Resale		(\$20.25)	2080167783	LIQUOR
E 640-47000-252	Wine For Resale		(\$142.44)	2080168082	WINE
Total BREAKTHRU BEVERAGE			\$16,785.25		
Paid Chk# 105489	3/28/2017	BREAKTHRY BEVERAGE BEER			
E 640-47000-253	Beer For Resale		(\$24.65)	1090418250	BEER
E 640-47000-253	Beer For Resale		\$106.40	1090676283	BEER
E 640-47000-253	Beer For Resale		\$1,129.70	1090681611	BEER
E 640-47000-253	Beer For Resale		\$45.35	1090681612	BEER
E 640-48000-253	Beer For Resale		\$345.00	1090684350	BEER
E 640-47000-253	Beer For Resale		\$1,144.90	1090684399	BEER
E 640-47000-253	Beer For Resale		\$76.50	1090684400	BEER
E 640-48000-253	Beer For Resale		\$430.00	1090687255	BEER
E 640-47000-253	Beer For Resale		\$1,748.50	1090687403	BEER
E 640-47000-253	Beer For Resale		\$51.00	1090687404	BEER
E 640-47000-253	Beer For Resale		(\$120.00)	2090007172	BEER
E 640-47000-253	Beer For Resale		(\$151.00)	2090010245	BEER
E 640-47000-253	Beer For Resale		(\$90.00)	2090016618	BEER
E 640-47000-253	Beer For Resale		(\$90.00)	2090211431	BEER
E 640-47000-253	Beer For Resale		(\$35.20)	2090234585	BEER
E 640-47000-253	Beer For Resale		(\$24.00)	2090241886	BEER
E 640-47000-253	Beer For Resale		(\$27.70)	2090242928	BEER
Total BREAKTHRY BEVERAGE BEER			\$4,514.80		
Paid Chk# 105490	3/28/2017	CAPITOL BEVERAGE SALES			
E 640-47000-253	Beer For Resale		\$1,253.00	1790090	BEER
E 640-47000-253	Beer For Resale		\$20.45	1809891	BEER
Total CAPITOL BEVERAGE SALES			\$1,273.45		
Paid Chk# 105491	3/28/2017	CASH - ANCHOR BANK			
G 640-10150	ATM		\$10,000.00	ATM FILL	ATM FILL
Total CASH - ANCHOR BANK			\$10,000.00		
Paid Chk# 105492	3/28/2017	CINTAS CORPORATION			
E 640-48500-210	Operating Supplies (GENERAL)		\$70.09	5007468167	FIRST AID SUPPLIES
Total CINTAS CORPORATION			\$70.09		
Paid Chk# 105493	3/28/2017	CLEAR RIVER BEVERAGE CO.			
E 640-47000-253	Beer For Resale		\$228.00	69-1706	BEER
Total CLEAR RIVER BEVERAGE CO.			\$228.00		
Paid Chk# 105494	3/28/2017	COCA-COLA			
E 640-47000-254	Soft Drinks/Mix For Resale		\$148.84	3601203119	MISC.MIX
E 640-47000-254	Soft Drinks/Mix For Resale		(\$7.76)	3601203120	MISC.MIX
Total COCA-COLA			\$141.08		
Paid Chk# 105495	3/28/2017	COZZINI BROS., INC.			
E 640-48500-415	Other Equipment Rentals		\$52.03	C3607768	KNIFE EXCHANGE
E 640-48500-415	Other Equipment Rentals		\$52.03	C3639558	KNIFE EXCHANGE
Total COZZINI BROS., INC.			\$104.06		
Paid Chk# 105496	3/28/2017	DAHLHEIMER DISTRIBUTING CO.			
E 640-47000-253	Beer For Resale		\$844.10	1267094	BEER

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March 2017

			Check Amt	Invoice	Comment
E 640-47000-253	Beer For Resale		\$683.00	1267149	BEER
E 640-48000-253	Beer For Resale		\$446.00	1267150	BEER
E 640-48000-253	Beer For Resale		\$572.00	1271612	BEER
E 640-47000-253	Beer For Resale		\$546.50	143358	BEER
Total DAHLHEIMER DISTRIBUTING CO.			\$3,091.60		
Paid Chk# 105497	3/28/2017	DENNYS 5TH AVENUE BAKERY			
E 640-48500-255	FOODIngredients For Resale		\$120.18	650495	FOOD
E 640-48500-255	FOODIngredients For Resale		\$97.03	651144	FOOD
E 640-48500-255	FOODIngredients For Resale		\$97.06	651782	FOOD
E 640-48500-255	FOODIngredients For Resale		\$98.58	652012	FOOD
E 640-48500-255	FOODIngredients For Resale		\$101.72	652635	FOOD
Total DENNYS 5TH AVENUE BAKERY			\$514.57		
Paid Chk# 105498	3/28/2017	G & K SERVICES			
E 640-48500-217	Uniforms		\$149.59	1013384448	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$78.23	1013384448	KITCHEN UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$17.60	1013384448	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms		\$171.40	1013395813	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$83.98	1013395813	KITCHEN UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$17.60	1013395813	KITCHEN UNIFORMS & SUPPLIES
Total G & K SERVICES			\$518.40		
Paid Chk# 105499	3/28/2017	GRAPE BEGINNINGS, INC.			
E 640-47000-251	Liquor For Resale		\$63.00	18055	LIQUOR
E 640-47000-259	Freight		\$2.25	18055	FREIGHT
E 640-47000-252	Wine For Resale		\$229.34	18336	WINE
E 640-47000-259	Freight		\$4.50	18336	FREIGHT
E 640-47000-251	Liquor For Resale		\$194.00	18661	LIQUOR
E 640-47000-252	Wine For Resale		\$120.00	18661	WINE
E 640-47000-259	Freight		\$4.50	18661	FREIGHT
Total GRAPE BEGINNINGS, INC.			\$617.59		
Paid Chk# 105500	3/28/2017	HOHENSTEINS INC.			
E 640-47000-253	Beer For Resale		\$869.00	881126	BEER
E 640-47000-253	Beer For Resale		\$1,005.50	883865	BEER
Total HOHENSTEINS INC.			\$1,874.50		
Paid Chk# 105501	3/28/2017	ISRAEL, DAN			
E 640-48000-341	General Promotions		\$300.00	4/6/17	BAR MUSIC 4/6/17
Total ISRAEL, DAN			\$300.00		
Paid Chk# 105502	3/28/2017	JJ TAYLOR DISTRIBUTING OF MN			
E 640-47000-253	Beer For Resale		(\$9.20)	2624612	BEER
E 640-47000-253	Beer For Resale		\$1,573.00	2650492	BEER
E 640-47000-253	Beer For Resale		\$3,206.65	2650527	BEER
E 640-48000-253	Beer For Resale		\$480.00	2674018	BEER
E 640-48000-253	Beer For Resale		\$116.40	2674019	BEER
E 640-48000-253	Beer For Resale		\$1,366.00	2674094	BEER
E 640-48000-253	Beer For Resale		\$134.20	2674095	BEER
Total JJ TAYLOR DISTRIBUTING OF MN			\$6,867.05		
Paid Chk# 105503	3/28/2017	JOHNSON BROS.-ST.PAUL			
E 640-47000-251	Liquor For Resale		\$807.79	5671715	LIQUOR
E 640-47000-259	Freight		\$6.31	5671715	FREIGHT
E 640-47000-252	Wine For Resale		\$4,876.85	5671716	WINE
E 640-47000-254	Soft Drinks/Mix For Resale		\$108.00	5671716	MISC.MIX
E 640-47000-259	Freight		\$86.61	5671716	FREIGHT

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March 2017

			Check Amt	Invoice	Comment
E 640-47000-251	Liquor For Resale		\$1,044.61	5672953	LIQUOR
E 640-47000-259	Freight		\$6.50	5672953	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,200.80	5676870	LIQUOR
E 640-47000-259	Freight		\$10.98	5676870	FREIGHT
E 640-47000-252	Wine For Resale		\$1,491.25	5676871	WINE
E 640-47000-259	Freight		\$22.57	5676871	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,258.91	5678072	LIQUOR
E 640-47000-259	Freight		\$7.21	5678072	FREIGHT
E 640-47000-252	Wine For Resale		\$412.60	5678073	WINE
E 640-47000-259	Freight		\$9.76	5678073	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,352.88	5678303	LIQUOR
E 640-47000-259	Freight		\$20.74	5678303	FREIGHT
E 640-47000-251	Liquor For Resale		\$923.04	5681970	LIQUOR
E 640-47000-259	Freight		\$12.71	5681970	FREIGHT
E 640-47000-252	Wine For Resale		\$1,703.10	5681971	WINE
E 640-47000-259	Freight		\$27.24	5681971	FREIGHT
E 640-47000-251	Liquor For Resale		(\$181.22)	617327	LIQUOR
E 640-47000-252	Wine For Resale		(\$488.60)	617328	WINE
E 640-47000-252	Wine For Resale		(\$296.85)	617329	WINE
E 640-47000-252	Wine For Resale		(\$8.54)	617376	WINE
Total JOHNSON BROS.-ST.PAUL			\$14,415.25		
Paid Chk# 105504	3/28/2017	JOHNSON, WILLIAM			
E 640-48000-341	General Promotions		\$300.00	4/13/17	BAR MUSIC 4/13/17
Total JOHNSON, WILLIAM			\$300.00		
Paid Chk# 105505	3/28/2017	KARLSBURGER FOODS, INC.			
E 640-48500-255	FOODIngredients For Resale		\$306.95	000433790	FOOD
Total KARLSBURGER FOODS, INC.			\$306.95		
Paid Chk# 105506	3/28/2017	LEXUS			
G 630-20300	Deposits Payable		\$1,764.25	CVR REFUND	CVR REFUND
Total LEXUS			\$1,764.25		
Paid Chk# 105507	3/28/2017	LIBATION PROJECT			
E 640-47000-252	Wine For Resale		\$560.00	7610	WINE
E 640-47000-259	Freight		\$3.00	7610	FREIGHT
E 640-47000-252	Wine For Resale		\$128.00	7797	WINE
E 640-47000-259	Freight		\$1.50	7797	FREIGHT
Total LIBATION PROJECT			\$692.50		
Paid Chk# 105508	3/28/2017	M.AMUNDSON LLP			
E 640-47000-256	MISC.MDSE.RESALE		\$827.51	234410	CIGARETTES
Total M.AMUNDSON LLP			\$827.51		
Paid Chk# 105509	3/28/2017	MARGRON SKOGLUND WINE IMPORTS			
E 640-47000-252	Wine For Resale		\$490.00	20020888	WINE
E 640-47000-259	Freight		\$5.25	20020888	FREIGHT
E 640-47000-252	Wine For Resale		\$284.79	20020935	WINE
E 640-47000-259	Freight		\$1.50	20020935	FREIGHT
tal MARGRON SKOGLUND WINE IMPORTS			\$781.54		
Paid Chk# 105510	3/28/2017	MILL POND CLAY WORKS LLC			
E 640-48000-210	Operating Supplies (GENERAL)		\$550.32	3/14/17	CROCKS
Total MILL POND CLAY WORKS LLC			\$550.32		
Paid Chk# 105511	3/28/2017	MOOD MEDIA			
E 640-48000-415	Other Equipment Rentals		\$108.86	53132567	BAR MUSIC

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Total MOOD MEDIA			\$108.86		
Paid Chk# 105512	3/28/2017	NETWORK BUSINESS SUPPLIES			
E 640-47000-210	Operating Supplies (GENERAL)	\$103.12	00105780	SUPPLIES	
Total NETWORK BUSINESS SUPPLIES		\$103.12			
Paid Chk# 105513	3/28/2017	NEW FRANCE WINE COMPANY			
E 640-47000-252	Wine For Resale	\$455.35	118506	WINE	
E 640-47000-259	Freight	\$6.00	118506	FREIGHT	
E 640-47000-252	Wine For Resale	\$605.32	118863	WINE	
E 640-47000-259	Freight	\$12.00	118863	FREIGHT	
Total NEW FRANCE WINE COMPANY		\$1,078.67			
Paid Chk# 105514	3/28/2017	NORTHWESTERN FRUIT COMPANY			
E 640-48500-255	FOODIngredients For Resale	(\$31.90)	857386	FOOD	
E 640-48500-255	FOODIngredients For Resale	\$575.75	857725	FOOD	
E 640-48500-255	FOODIngredients For Resale	\$462.10	857897	FOOD	
E 640-48500-255	FOODIngredients For Resale	\$336.40	858060	FOOD	
E 640-48500-255	FOODIngredients For Resale	\$372.70	858197	FOOD	
E 640-48500-255	FOODIngredients For Resale	\$314.65	858317	FOOD	
E 640-48500-255	FOODIngredients For Resale	\$421.10	858492	FOOD	
E 640-48500-255	FOODIngredients For Resale	\$389.25	858626	FOOD	
Total NORTHWESTERN FRUIT COMPANY		\$2,840.05			
Paid Chk# 105515	3/28/2017	PAUSTIS & SONS			
E 640-47000-252	Wine For Resale	\$1,083.58	8582597	WINE	
E 640-47000-259	Freight	\$12.50	8582597	FREIGHT	
E 640-47000-252	Wine For Resale	\$479.84	8583338	WINE	
E 640-47000-259	Freight	\$7.00	8583338	FREIGHT	
Total PAUSTIS & SONS		\$1,582.92			
Paid Chk# 105516	3/28/2017	PEPSI -COLA			
E 640-47000-254	Soft Drinks/Mix For Resale	\$155.20	22597603	MISC.MIX	
Total PEPSI -COLA		\$155.20			
Paid Chk# 105517	3/28/2017	PHILLIPS WINES & SPIRITS			
E 640-47000-251	Liquor For Resale	\$910.30	2131264	LIQUOR	
E 640-47000-259	Freight	\$7.32	2131264	FREIGHT	
E 640-47000-252	Wine For Resale	\$160.75	2131265	WINE	
E 640-47000-254	Soft Drinks/Mix For Resale	\$23.25	2131265	MISC.MIX	
E 640-47000-259	Freight	\$2.44	2131265	FREIGHT	
E 640-47000-251	Liquor For Resale	\$548.71	2134874	LIQUOR	
E 640-47000-259	Freight	\$6.51	2134874	FREIGHT	
E 640-47000-252	Wine For Resale	\$683.29	2134875	WINE	
E 640-47000-259	Freight	\$11.19	2134875	FREIGHT	
E 640-47000-251	Liquor For Resale	\$508.84	2138380	LIQUOR	
E 640-47000-259	Freight	\$5.28	2138380	FREIGHT	
E 640-47000-252	Wine For Resale	\$1,770.85	2138381	WINE	
E 640-47000-259	Freight	\$23.39	2138381	FREIGHT	
E 640-48000-251	Liquor For Resale	\$582.71	2139921	LIQUOR	
E 640-47000-254	Soft Drinks/Mix For Resale	(\$22.25)	259311	MISC.MIX	
E 640-47000-251	Liquor For Resale	(\$2.24)	260120	LIQUOR	
Total PHILLIPS WINES & SPIRITS		\$5,220.34			
Paid Chk# 105518	3/28/2017	PLUNKETT S PEST CONTROL			
E 640-48000-409	Maint services & Improv	\$82.48	5632425	SERVICE	
Total PLUNKETT S PEST CONTROL		\$82.48			

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Paid Chk#	105519	3/28/2017	RED BULL DISTRIBUTION COMPANY		
E 640-47000-254	Soft Drinks/Mix For Resale		\$252.00	K-23404108	MISC.MIX
Total	RED BULL DISTRIBUTION COMPANY		\$252.00		
Paid Chk#	105520	3/28/2017	ROOTSTOCK WINE COMPANY		
E 640-47000-252	Wine For Resale		\$186.70	17-12164	WINE RESALE
E 640-47000-259	Freight		\$0.00	17-12164	FREIGHT
Total	ROOTSTOCK WINE COMPANY		\$186.70		
Paid Chk#	105521	3/28/2017	SHAMROCK GROUP		
E 640-47000-254	Soft Drinks/Mix For Resale		\$115.00	2097307	ICE
Total	SHAMROCK GROUP		\$115.00		
Paid Chk#	105522	3/28/2017	SOUTHERN GLAZER'S OF MN		
E 640-47000-251	Liquor For Resale		\$4,504.57	1517382	LIQUOR
E 640-47000-259	Freight		\$42.14	1517382	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$247.50	1517382	MISC.MIX
E 640-47000-251	Liquor For Resale		(\$259.00)	1517382	LIQUOR
E 640-47000-252	Wine For Resale		\$620.00	1517383	WINE
E 640-47000-259	Freight		\$5.12	1517383	FREIGHT
E 640-47000-252	Wine For Resale		\$232.57	1517384	WINE
E 640-47000-259	Freight		\$6.40	1517384	FREIGHT
E 640-47000-251	Liquor For Resale		\$259.00	1520025	LIQUOR
E 640-47000-259	Freight		\$1.28	1520025	FREIGHT
E 640-47000-252	Wine For Resale		\$372.37	1520026	WINE
E 640-47000-259	Freight		\$2.56	1520026	FREIGHT
E 640-47000-251	Liquor For Resale		\$2,091.97	1520027	LIQUOR
E 640-47000-259	Freight		\$15.47	1520027	FREIGHT
E 640-47000-252	Wine For Resale		\$2,163.88	1520028	WINE
E 640-47000-259	Freight		\$47.36	1520028	FREIGHT
Total	SOUTHERN GLAZER'S OF MN		\$10,353.19		
Paid Chk#	105523	3/28/2017	SPENCER JANITORIAL		
E 640-48000-409	Maint services & Improv		\$2,317.57	10500	MONTHLY CLEANING
Total	SPENCER JANITORIAL		\$2,317.57		
Paid Chk#	105524	3/28/2017	STRATEGIC EQUIPMENT AND		
E 640-48000-210	Operating Supplies (GENERAL)		(\$181.96)	158727	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		(\$126.16)	158731	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		(\$139.09)	158880	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$238.73	2820575	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$162.20	2822956	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$493.19	2822957	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$492.84	2822957	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$65.44	2822957	PROMO SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$95.00	2826887	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$276.49	2826887	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$65.44	2826887	PROMO SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$81.41	2826892	SUPPLIES
Total	STRATEGIC EQUIPMENT AND		\$1,523.53		
Paid Chk#	105525	3/28/2017	SUNBURST CHEMICALS, INC.		
E 640-48000-409	Maint services & Improv		\$420.27	0383577	SUPPLIES
E 640-48500-415	Other Equipment Rentals		\$92.37	9269	MACHINE LEASE
Total	SUNBURST CHEMICALS, INC.		\$512.64		
Paid Chk#	105526	3/28/2017	T.D. ANDERSON INC.		
E 640-48000-409	Maint services & Improv		\$115.00	864781	BEER LINE SERVICE

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Total T.D. ANDERSON INC.			\$115.00		
Paid Chk# 105527	3/28/2017	THE MINNESOTA SCORE			
E 640-48000-340	Advertising		\$200.00	2491	ADVERTISEMENT
Total THE MINNESOTA SCORE			\$200.00		
Paid Chk# 105528	3/28/2017	THORPE DISTRIBUTING CO.			
E 640-47000-253	Beer For Resale		\$1,179.22	1226618	BEER
E 640-47000-253	Beer For Resale		(\$5.11)	1229918	BEER
E 640-47000-253	Beer For Resale		\$1,216.47	1230017	BEER
E 640-48000-253	Beer For Resale		\$716.00	1230518	BEER
E 640-47000-253	Beer For Resale		\$20.45	1232554	BEER
E 640-47000-253	Beer For Resale		\$29.15	1232555	BEER
E 640-47000-253	Beer For Resale		(\$104.50)	149-145	BEER
Total THORPE DISTRIBUTING CO.			\$3,051.68		
Paid Chk# 105529	3/28/2017	TRADITION WINE & SPIRITS			
E 640-47000-252	Wine For Resale		\$352.00	12128	WINE
E 640-47000-259	Freight		\$4.00	12128	FREIGHT
Total TRADITION WINE & SPIRITS			\$356.00		
Paid Chk# 105530	3/28/2017	US FOODS			
E 640-48500-255	FOODIngredients For Resale		\$44.29	3848643	FOOD
E 640-48500-255	FOODIngredients For Resale		\$3,531.67	3885622	FOOD
E 640-48500-255	FOODIngredients For Resale		\$1,332.16	3922896	FOOD
E 640-48500-255	FOODIngredients For Resale		\$2,339.93	3922897	FOOD
E 640-48500-255	FOODIngredients For Resale		\$3,552.31	3969179	FOOD
E 640-48500-255	FOODIngredients For Resale		\$4,241.37	4019328	FOOD
E 640-48000-251	Liquor For Resale		\$259.25	4057756	LIQUOR
E 640-48000-342	Promotions - Food/Drinks		\$100.00	4057756	PROMO FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$300.00	4057756	SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$1,000.00	4057756	FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$500.00	4057756	MISC.BEV.
E 640-48500-255	FOODIngredients For Resale		\$6,339.11	4107436	FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$236.11	4152709	MISC.BEV
E 640-48500-255	FOODIngredients For Resale		\$2,831.24	4152712	FOOD
Total US FOODS			\$26,607.44		
Paid Chk# 105531	3/28/2017	VINOCOPIA			
E 640-47000-252	Wine For Resale		\$88.00	0175215	WINE
E 640-47000-251	Liquor For Resale		\$250.49	0175215	LIQUOR
E 640-47000-259	Freight		\$5.00	0175215	FREIGHT
E 640-47000-252	Wine For Resale		\$120.00	0175767	WINE
E 640-47000-259	Freight		\$2.00	0175767	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$120.00	0175768	MISC.MIX
E 640-47000-259	Freight		\$12.00	0175768	FREIGHT
Total VINOCOPIA			\$597.49		
Paid Chk# 105532	3/28/2017	WINE COMPANY			
E 640-47000-252	Wine For Resale		\$1,508.00	30324	WINE
E 640-47000-259	Freight		\$13.20	30324	FREIGHT
E 640-47000-252	Wine For Resale		\$730.68	30961	WINE
E 640-47000-259	Freight		\$8.25	30961	FREIGHT
E 640-47000-252	Wine For Resale		\$1,996.08	31517	WINE
E 640-47000-259	Freight		\$24.75	31517	FREIGHT
Total WINE COMPANY			\$4,280.96		
Paid Chk# 105533	3/28/2017	WINE MERCHANT			

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E 640-47000-252	Wine For Resale		\$1,816.83	7123390	WINE
E 640-47000-259	Freight		\$10.37	7123390	FREIGHT
E 640-47000-252	Wine For Resale		\$1,040.00	7124051	WINE
E 640-47000-259	Freight		\$24.40	7124051	FREIGHT
E 640-47000-252	Wine For Resale		\$181.22	7124200	WINE
E 640-47000-252	Wine For Resale		\$1,023.00	7124241	WINE
E 640-47000-259	Freight		\$7.32	7124241	FREIGHT
E 640-47000-252	Wine For Resale		\$264.00	7124620	WINE
E 640-47000-259	Freight		\$1.22	7124620	FREIGHT
E 640-47000-252	Wine For Resale		\$900.00	7125072	WINE
E 640-47000-259	Freight		\$6.10	7125072	FREIGHT
E 640-48000-252	Wine For Resale		\$823.98	7125073	WINE
E 640-47000-252	Wine For Resale		\$792.00	7125128	WINE
E 640-47000-259	Freight		\$3.66	7125128	FREIGHT
Total WINE MERCHANT			\$6,894.10		
Paid Chk# 105534	3/29/2017	ABSOLUTE MECHANICAL			
E 101-41940-404	Repairs/Maint - Machin/Equip		\$640.00	7811	CH QUARTERLY HVAC MAINT.
Total ABSOLUTE MECHANICAL			\$640.00		
Paid Chk# 105535	3/29/2017	ACME TOOLS			
E 101-43100-240	Small Tools and Minor Equip		\$90.00	4810903	CHOP SAW
Total ACME TOOLS			\$90.00		
Paid Chk# 105536	3/29/2017	AEM FINANCIAL SOLUTIONS			
E 101-41500-301	Auditing and Acct g Services		\$4,857.50	380673	ACCOUNTING SERVICES
Total AEM FINANCIAL SOLUTIONS			\$4,857.50		
Paid Chk# 105537	3/29/2017	ALEX AIR APPARATUS, INC.			
E 101-42200-241	Safety equip/testings		\$765.00	32205	FD SAFETY EQUIPMENT
Total ALEX AIR APPARATUS, INC.			\$765.00		
Paid Chk# 105538	3/29/2017	ASPEN MILLS			
E 101-42200-217	Uniforms		\$350.40	195007	FD UNIFORMS
E 101-42200-217	Uniforms		\$198.50	195008	FD UNIFORMS
Total ASPEN MILLS			\$548.90		
Paid Chk# 105539	3/29/2017	AT&T MOBILITY			
E 101-41940-321	Telephone		\$237.96		CELL PHONE SERVICE
Total AT&T MOBILITY			\$237.96		
Paid Chk# 105540	3/29/2017	AT&T MOBILITY			
E 101-41940-321	Telephone		\$129.72		CELL PHONE SERVICE
Total AT&T MOBILITY			\$129.72		
Paid Chk# 105541	3/29/2017	AVI SYSTEMS, INC.			
E 235-40000-404	Repairs/Maint - Machin/Equip		\$1,289.05	88478341	TIGHTROPE BROADCASTING SYSTEM REPAIRS
E 235-40000-404	Repairs/Maint - Machin/Equip		\$560.00	88479109	TIGHTROPE BROADCASTING SYSTEM REPAIRS
Total AVI SYSTEMS, INC.			\$1,849.05		
Paid Chk# 105542	3/29/2017	BANK OF AMERICA			
E 101-42200-404	Repairs/Maint - Machin/Equip		\$398.28		FD REPAIRS
Total BANK OF AMERICA			\$398.28		
Paid Chk# 105543	3/29/2017	BAN-KOE SYSTEMS, INC.			
E 240-40000-540	Equipment		\$10,045.73	82864	PD VIDEO EVIDENCE SYSTEM
Total BAN-KOE SYSTEMS, INC.			\$10,045.73		
Paid Chk# 105544	3/29/2017	BERKLEY RISK ADMINISTRATORS CO			

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E 101-49200-361	General Liability Ins		\$97,154.00	10002974	GENERAL LIABILITY INS.
E 610-40000-361	General Liability Ins		\$8,200.00	10002974	GENERAL LIABILITY INS.
E 620-40000-361	General Liability Ins		\$8,200.00	10002974	GENERAL LIABILITY INS.
E 630-40000-361	General Liability Ins		\$1,000.00	10002974	GENERAL LIABILITY INS.
otal BERKLEY RISK ADMINISTRATORS CO			\$114,554.00		
Paid Chk#	105545	3/29/2017	BEST & FLANAGAN		
E 101-41500-304	Legal Fees		\$536.25	463252	PLANNING COMM.MTGS
E 101-41500-304	Legal Fees		\$123.75	463254	ORDINANCES
E 101-41500-304	Legal Fees		\$1,361.25	463259	FOSTER WILLEY CONTRACT REVIEW
E 101-41500-304	Legal Fees		\$412.50	463262	CODE ENFORCEMENT
G 802-20313	UUCM		\$165.00	463263	UUCM DEV.APP.
G 802-20332	MEYER BROS DEV.		\$2,186.25	463264	MEYER BROS.ESCROW PROJECT
G 802-20333	350 GARDNER STREET		\$1,608.75	463265	350GARDNER PROJECT
E 101-41500-304	Legal Fees		\$1,361.25	463266	BROADWAY PLACE
G 802-20349	Wayzata Blu Condominium projec		\$907.50	463267	WAYZATA BLU
E 101-41500-304	Legal Fees		\$165.00	463284	TITLE REVIEW
E 101-41500-304	Legal Fees		\$742.50	463285	1350LASALLE
G 802-20350	1350/1430 LASALLE		\$618.75	463285	1350 LASALLE PROJECT
Total BEST & FLANAGAN			\$10,188.75		
Paid Chk#	105546	3/29/2017	BLUE WATER THEATRE COMPANY		
G 802-20348	BLUE WATER THEATER		\$2,903.25	ESCROW REF CUP ESCROW REFUND	
Total BLUE WATER THEATRE COMPANY			\$2,903.25		
Paid Chk#	105547	3/29/2017	BOTHAM, BRIAN		
E 101-42200-499	Miscellaneous		\$65.00	REIMB.	FD MEETING SUPPLIES
Total BOTHAM, BRIAN			\$65.00		
Paid Chk#	105548	3/29/2017	BROOKDALE CHRYSLER, JEEP,DODGE		
E 640-47000-404	Repairs/Maint - Machin/Equip		\$26.56	297552	PARTS/REPAIRS
tal BROOKDALE CHRYSLER, JEEP,DODGE			\$26.56		
Paid Chk#	105549	3/29/2017	CLAREY S SAFETY EQUIPMENT		
E 101-42200-217	Uniforms		\$1,505.00	170665	FD UNIFORMS
E 101-42200-404	Repairs/Maint - Machin/Equip		\$165.00	170730	FD REPAIRS
Total CLAREY S SAFETY EQUIPMENT			\$1,670.00		
Paid Chk#	105550	3/29/2017	DELTA DENTAL OF MINNESOTA		
G 101-21717	Dental Insurance		\$1,677.50	6845210	DENTAL INS.
Total DELTA DENTAL OF MINNESOTA			\$1,677.50		
Paid Chk#	105551	3/29/2017	DEPUTY REGISTRAR 126		
E 240-40000-499	Miscellaneous		\$36.75		TITLE & PLATES FOR FORFEITURE VEHICLE
Total DEPUTY REGISTRAR 126			\$36.75		
Paid Chk#	105552	3/29/2017	DIAMOND VOGEL PAINTS		
E 101-45200-415	Other Equipment Rentals		\$80.00	802173285	PAINT SPRAYER RENTAL
Total DIAMOND VOGEL PAINTS			\$80.00		
Paid Chk#	105553	3/29/2017	DIVERSIFIED ELECTRIC INC.		
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$750.00	1410	PARTS/REPAIRS
Total DIVERSIFIED ELECTRIC INC.			\$750.00		
Paid Chk#	105554	3/29/2017	EHLERS		
E 101-41500-302	Consultants		\$608.75	73053	POTENTIAL TIF REDEV.
Total EHLERS			\$608.75		
Paid Chk#	105555	3/29/2017	EHLERS		

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E 101-41500-433	Dues, Licensing & Seminars		\$285.00	189559298646	CONF.REGISTRATION
Total EHLERS			\$285.00		
Paid Chk# 105556	3/29/2017	EIBENSTEINER, JIM			
E 610-40000-241	Safety equip/testings		\$80.00	REIMB.	SAFETY BOOTS REIMB.
E 620-40000-241	Safety equip/testings		\$80.00	REIMB.	SAFETY BOOTS REIMB.
Total EIBENSTEINER, JIM			\$160.00		
Paid Chk# 105557	3/29/2017	EMERGENCY RESPONSE SOLUTIONS			
E 610-40000-225	Repair & Maint - System		\$178.60	8420	PARTS
Total EMERGENCY RESPONSE SOLUTIONS			\$178.60		
Paid Chk# 105558	3/29/2017	FERGUSON ENTERPRISES, INC.			
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$190.65	4687621	PARTS
Total FERGUSON ENTERPRISES, INC.			\$190.65		
Paid Chk# 105559	3/29/2017	FIRE EQUIPMENT SPECIALTIES INC			
E 101-42200-217	Uniforms		\$25,679.95	9594	FD UNIFORMS
Total FIRE EQUIPMENT SPECIALTIES INC			\$25,679.95		
Paid Chk# 105560	3/29/2017	FOSTER WILLEY SCULPTOR LLC			
E 404-40000-309	Contractual Services		\$36,000.00	60%	PUBLIC ART
Total FOSTER WILLEY SCULPTOR LLC			\$36,000.00		
Paid Chk# 105561	3/29/2017	GARELICK STEEL CO.			
E 101-45200-210	Operating Supplies (GENERAL)		\$279.95	372433	SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$197.20	372433	SUPPLIES
Total GARELICK STEEL CO.			\$477.15		
Paid Chk# 105562	3/29/2017	GRAINGER, INC.			
E 610-40000-242	Well & F.P. Equipment		\$278.16	9385938411	PARTS
E 610-40000-242	Well & F.P. Equipment		\$51.30	9385938429	PARTS
E 610-40000-210	Operating Supplies (GENERAL)		\$25.40	9389731705	PARTS
E 610-40000-242	Well & F.P. Equipment		\$42.48	9392151933	PARTS
Total GRAINGER, INC.			\$397.34		
Paid Chk# 105563	3/29/2017	GROVES, JAMES			
E 101-42100-217	Uniforms		\$260.05	BOOTS	REIMB.FOR BOOTS
G 101-21721	Flex Plan		\$2,400.00	FLEX	FLEX PLAN REIMB.
Total GROVES, JAMES			\$2,660.05		
Paid Chk# 105564	3/29/2017	H&L MESABI			
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$221.60	98090	PARTS
Total H&L MESABI			\$221.60		
Paid Chk# 105565	3/29/2017	HD SUPPLY WATERWORKS, LTD			
E 610-40000-225	Repair & Maint - System		\$263.22	G941247	PARTS
Total HD SUPPLY WATERWORKS, LTD			\$263.22		
Paid Chk# 105566	3/29/2017	HENDRICKSEN PSG			
E 437-40000-499	Miscellaneous		\$2,557.50	613946	COMM.RM TABLES
Total HENDRICKSEN PSG			\$2,557.50		
Paid Chk# 105567	3/29/2017	HENN.CNTY.INFO.TECH.DEPT.			
E 101-42200-323	Radio Units		\$1,167.58	1000091121	FD & PW RADIO CONNECTIONS
E 101-43100-323	Radio Units		\$552.74	1000091303	FD & PW RADIO CONNECTIONS
Total HENN.CNTY.INFO.TECH.DEPT.			\$1,720.32		
Paid Chk# 105568	3/29/2017	HENNEPIN COUNTY RECORDER			

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March 2017

			Check Amt	Invoice	Comment
G 802-20313	UUCM		\$48.00	562	TITLE SEARCH
Total	HENNEPIN COUNTY RECORDER		\$48.00		
Paid Chk#	105569	3/29/2017	HIGH FIVE LLC		
E 101-41500-306	Personnel Expense		\$915.57	4900	EMPL.SHIRTS
E 101-41500-306	Personnel Expense		\$590.96	4901	EMPL.SHIRTS
E 101-41500-306	Personnel Expense		\$2,889.00	4902	EMPL.SHIRTS
Total	HIGH FIVE LLC		\$4,395.53		
Paid Chk#	105570	3/29/2017	HIRSHFIELD S		
E 101-45200-210	Operating Supplies (GENERAL)		\$28.42	33133188	SUPPLIES
Total	HIRSHFIELD S		\$28.42		
Paid Chk#	105571	3/29/2017	HOME DEPOT		
E 610-40000-210	Operating Supplies (GENERAL)		\$36.10		SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)		\$36.09		SUPPLIES
Total	HOME DEPOT		\$72.19		
Paid Chk#	105572	3/29/2017	INTOXIMETERS		
E 101-42100-210	Operating Supplies (GENERAL)		\$97.85	558025	PD SUPPLIES
Total	INTOXIMETERS		\$97.85		
Paid Chk#	105573	3/29/2017	J.H. LARSON COMPANY		
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$20.08	S101434243.0	PARTS
Total	J.H. LARSON COMPANY		\$20.08		
Paid Chk#	105574	3/29/2017	JONES, REBECCA		
E 610-40000-499	Miscellaneous		\$24.99	REIMB.	SUPPLIES
Total	JONES, REBECCA		\$24.99		
Paid Chk#	105575	3/29/2017	KIRVIDA FIRE, INC.		
E 101-42200-404	Repairs/Maint - Machin/Equip		\$1,331.87	6139	FD REPAIRS
E 101-42200-404	Repairs/Maint - Machin/Equip		\$140.93	6147	FD REPAIRS
Total	KIRVIDA FIRE, INC.		\$1,472.80		
Paid Chk#	105576	3/29/2017	KLAPPRICH, KURT		
E 101-45200-240	Small Tools and Minor Equip		\$30.53	REIMB	MILEAGE & MEALS
E 101-45200-331	Mileage & Expense Account		\$78.25	REIMB	MILEAGE & MEALS
Total	KLAPPRICH, KURT		\$108.78		
Paid Chk#	105577	3/29/2017	LAMBERT, JEFFREY W.		
E 101-42120-304	Legal Fees		\$3,195.75	MARCH2017	LEGAL SERVICES
Total	LAMBERT, JEFFREY W.		\$3,195.75		
Paid Chk#	105578	3/29/2017	LAW ENFORCEMENT LABOR SERVICES		
G 101-21707	Police union dues		\$490.00	MARCH2017	PD UNION DUES -MARCH 2017
Total	LAW ENFORCEMENT LABOR SERVICES		\$490.00		
Paid Chk#	105579	3/29/2017	LEAGUE OF MN.CITIES		
E 670-40000-499	Miscellaneous		\$515.00	253612	STORMWATER COALITION
Total	LEAGUE OF MN.CITIES		\$515.00		
Paid Chk#	105580	3/29/2017	MANSFIELD OIL COMPANY		
E 101-49200-212	Motor Fuels		\$394.47	20235539	FUEL
E 101-49200-212	Motor Fuels		\$346.45	20235551	FUEL
E 101-49200-212	Motor Fuels		\$845.01	20235554	FUEL
Total	MANSFIELD OIL COMPANY		\$1,585.93		
Paid Chk#	105581	3/29/2017	MEDIACOM		

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			Check Amt	Invoice	Comment
E 610-49100-309	Contractual Services		\$1,620.00		WP SERVICE
	Total MEDIACOM		\$1,620.00		
Paid Chk# 105582	3/29/2017	METERING & TECHNOLOGY SOLUTION			
E 610-40000-211	Meter supplies		\$147.18	8571	PARTS
E 620-40000-211	Meter supplies		\$147.18	8571	PARTS
	tal METERING & TECHNOLOGY SOLUTION		\$294.36		
Paid Chk# 105583	3/29/2017	MILLER TRUCKING OF BUFFALO			
E 101-43100-229	Dirt, Sand and gravel		\$259.29	42381	HAULING FEES
	Total MILLER TRUCKING OF BUFFALO		\$259.29		
Paid Chk# 105584	3/29/2017	MILLER, FRED			
E 235-40000-302	Consultants		\$1,600.00	153	WCTV
	Total MILLER, FRED		\$1,600.00		
Paid Chk# 105585	3/29/2017	MINNEAPOLIS, CITY OF			
E 101-42100-309	Contractual Services		\$204.00	400451000991	PD SERVICES
	Total MINNEAPOLIS, CITY OF		\$204.00		
Paid Chk# 105586	3/29/2017	MINNESOTA EQUIPMENT			
E 101-45200-210	Operating Supplies (GENERAL)		\$15.75	P53711	SUPPLIES
E 101-45200-222	Repair & Maint - Equip		\$3.14	P53794	SUPPLIES
	Total MINNESOTA EQUIPMENT		\$18.89		
Paid Chk# 105587	3/29/2017	MN NCPERS LIFE INSURANCE			
G 101-21715	PERA Term Life		\$48.00	4/2017	LIFE INS.
	Total MN NCPERS LIFE INSURANCE		\$48.00		
Paid Chk# 105588	3/29/2017	NAPA AUTO PARTS-LONG LAKE			
E 101-42200-404	Repairs/Maint - Machin/Equip		\$42.90	352745	PARTS
E 101-42200-404	Repairs/Maint - Machin/Equip		\$85.80	352753	PARTS
E 101-45200-210	Operating Supplies (GENERAL)		\$13.28	355069	PARTS
E 101-43100-210	Operating Supplies (GENERAL)		\$9.12	355283	PARTS
	Total NAPA AUTO PARTS-LONG LAKE		\$151.10		
Paid Chk# 105589	3/29/2017	NAPA AUTO PARTS-WATERTOWN			
E 640-47000-404	Repairs/Maint - Machin/Equip		\$7.14	474790	PARTS
E 101-45200-210	Operating Supplies (GENERAL)		\$31.96	475225	PARTS
	Total NAPA AUTO PARTS-WATERTOWN		\$39.10		
Paid Chk# 105590	3/29/2017	NORTH MEMORIAL			
E 101-42100-434	Training and schools		\$234.50	8885035	PD REFRESHER CLASS
	Total NORTH MEMORIAL		\$234.50		
Paid Chk# 105591	3/29/2017	NORTHERN TOOL & EQUIPMENT			
E 101-43100-226	Sign Repair Materials		\$489.99	4062022465	TRAILER
	Total NORTHERN TOOL & EQUIPMENT		\$489.99		
Paid Chk# 105592	3/29/2017	OFFICE DEPOT			
E 640-47000-200	Office Supplies (GENERAL)		\$41.96	911973468001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$1.99	911974319001	SUPPLIES
E 101-42100-200	Office Supplies (GENERAL)		\$440.54	911974320001	SUPPLIES
E 630-40000-200	Office Supplies (GENERAL)		\$171.09	913624991001	SUPPLIES
	Total OFFICE DEPOT		\$655.58		
Paid Chk# 105593	3/29/2017	POPP TELECOM			
E 640-47000-321	Telephone		\$100.00		SERVICE
E 640-48000-321	Telephone		\$100.00		SERVICE

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			Check Amt	Invoice	Comment
E 101-41940-321	Telephone		\$301.05		SERVICE
E 610-40000-323	Radio Units		\$90.00		SERVICE
E 620-40000-323	Radio Units		\$32.84		SERVICE
E 101-42100-309	Contractual Services		\$33.39		SERVICE
Total POPP TELECOM			\$657.28		
Paid Chk# 105594	3/29/2017	PPG ARCHITECTURAL COATINGS			
E 101-45200-210	Operating Supplies (GENERAL)		\$128.77	940602064180	SUPPLIES
E 404-40000-309	Contractual Services		\$80.56	940602064453	SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$25.55	985102037442	SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)		\$47.28	985103082004	SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$47.29	985103082004	SUPPLIES
Total PPG ARCHITECTURAL COATINGS			\$329.45		
Paid Chk# 105595	3/29/2017	RANDY S SANITATION			
E 650-47500-384	Refuse/Garbage Disposal		\$8,735.02		LABOR
E 650-47500-384	Refuse/Garbage Disposal		\$39.65		STICKERS
E 650-47500-384	Refuse/Garbage Disposal		\$1,390.00		KARTS
E 650-47500-384	Refuse/Garbage Disposal		\$994.31		DRIVEUP
E 650-47500-386	Other Utilities		\$3,279.10		DISPOSAL
E 101-41940-386	Other Utilities		\$216.96		CH & PW
E 650-47600-309	Contractual Services		\$3,932.10		RECYCLING
E 650-47800-384	Refuse/Garbage Disposal		\$6,566.35		ORGANICS
E 650-47800-386	Other Utilities		\$38.10		ORGANICS DISPOSAL
E 640-47000-384	Refuse/Garbage Disposal		\$150.00		STORE
E 640-48000-384	Refuse/Garbage Disposal		\$480.12		BAR
Total RANDY S SANITATION			\$25,821.71		
Paid Chk# 105596	3/29/2017	RIGID HITCH INC.			
E 101-45200-221	Equipment Parts		\$103.88	1927844501	PARTS
Total RIGID HITCH INC.			\$103.88		
Paid Chk# 105597	3/29/2017	SCHANKE, SUZIE			
E 101-42200-409	Maint services & Improv		\$145.00	MARCH 2017	MONTHLY FD CLEANING
Total SCHANKE, SUZIE			\$145.00		
Paid Chk# 105598	3/29/2017	SCOTT GERBER			
E 101-42200-434	Training and schools		\$125.00	17-0001	FD TRAINING
Total SCOTT GERBER			\$125.00		
Paid Chk# 105599	3/29/2017	SIGNS NOW			
E 101-42200-210	Operating Supplies (GENERAL)		\$101.87	29932	FD SUPPLIES
Total SIGNS NOW			\$101.87		
Paid Chk# 105600	3/29/2017	SITEONE LANDSCAPE SUPPLY			
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$12.01	79536394	PARTS
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$1.93	79536479	PARTS
Total SITEONE LANDSCAPE SUPPLY			\$13.94		
Paid Chk# 105601	3/29/2017	SOUTHWEST ASSESSING			
E 101-41550-302	Consultants		\$4,033.33	APRIL 2017	MONTHLY ASSESSING SERVICES
E 101-41550-210	Operating Supplies (GENERAL)		\$10.50	APRIL 2017	SUPPLIES
Total SOUTHWEST ASSESSING			\$4,043.83		
Paid Chk# 105602	3/29/2017	STONEBROOKE			
E 610-40000-224	Repair & Maint - Motor Equip		\$273.43	43588	LIGHTBAR
E 620-40000-224	Repair & Maint - Motor Equip		\$273.44	43588	LIGHTBAR
Total STONEBROOKE			\$546.87		

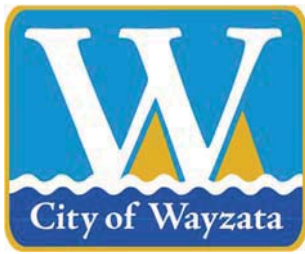
***Check Detail Register©**

March 2017

			Check Amt	Invoice	Comment
Paid Chk# 105603	3/29/2017	TIME SAVER			
E 101-41100-302	Consultants		\$584.00	M22774	MTG.MINUTES
	Total	TIME SAVER	\$584.00		
Paid Chk# 105604	3/29/2017	TROPHIES BY LINDA			
E 101-41500-306	Personnel Expense		\$648.48	39742	EMPLOYEE RECOGNITION
	Total	TROPHIES BY LINDA	\$648.48		
Paid Chk# 105605	3/29/2017	ULTRA-CHEM IN.C			
E 640-48500-210	Operating Supplies (GENERAL)		\$302.92	1184725	SUPPLIES
	Total	ULTRA-CHEM IN.C	\$302.92		
Paid Chk# 105606	3/29/2017	UNPARALLELED PARKING			
E 401-40000-309	Contractual Services		\$453.77	1853	VALET PARKING
E 401-40000-309	Contractual Services		\$569.63	1861	VALET PARKING
	Total	UNPARALLELED PARKING	\$1,023.40		
Paid Chk# 105607	3/29/2017	VERIZON WIRELESS			
E 101-42100-323	Radio Units		\$200.05	9781974721	PD SERVICE
	Total	VERIZON WIRELESS	\$200.05		
Paid Chk# 105608	3/29/2017	WATER CONSERVATION SERVICE			
E 610-40000-405	Maint/Replac - System		\$297.82	7510	WATERMAIN LEAK LOCATE
	Total	WATER CONSERVATION SERVICE	\$297.82		
Paid Chk# 105609	3/29/2017	WATEROUS COMPANY			
E 101-42200-404	Repairs/Maint - Machin/Equip		\$32.32	P2L7226001	FD REPAIRS
	Total	WATEROUS COMPANY	\$32.32		
Paid Chk# 105610	3/29/2017	XCEL ENERGY			
E 640-48000-381	Electric Utilities		\$64.68		SERVICE
	Total	XCEL ENERGY	\$64.68		
	10100 Anchor Bank		\$415,329.84		

Fund Summary

10100 Anchor Bank	
101 GENERAL FUND	\$165,683.89
235 CABLE TV	\$3,449.05
240 DWI FORFIETURES	\$10,082.48
401 PERM IMPROVEMENT	\$1,023.40
404 PARK AND TRAIL CIP	\$36,080.56
437 LIBRARY/COMM.ROOM CIP	\$2,557.50
610 WATER FUND	\$11,608.68
620 SEWER FUND	\$8,769.55
630 MOTOR VEHICLE	\$2,935.34
640 LIQUOR	\$139,212.26
650 SOLID WASTE	\$24,974.63
670 STORMWATER	\$515.00
802 ESCROW PROJECTS	\$8,437.50
	\$415,329.84



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2017	AGENDA ITEM: 7c
TITLE: Approval of Municipal Licenses	
PROPOSED MOTION: To approve the Municipal Licenses as attached	
PREPARED BY: Julie Kaufman, Administrative Assistant/Payroll Clerk and Lori Krismer, Office Assistant	
REVIEWED BY: Becky Malone, Deputy City Clerk	

ACTION REQUESTED:

Staff recommends approval of the Municipal Licenses.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. List of Municipal Licenses for City Council Approval, and Municipal Licenses Which Received Administrative Approval (Informational Only)
2. One (1) day Temporary On-Sale Liquor License Application from Wayzata Brew Works

04/04/2017

LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

ANNUAL ON-SALE INTOXICATING LIQUOR LICENSE & SUNDAY LIQUOR LICENSE 5/1/17 to 4/30/18	
Baja Haus LLC DBA Baha Haus	830 Lake Street East, Wayzata, MN
Bellecour LLC DBA Bellecour	739 Lake Street East, Wayzata, MN
Bob and Weave LLC DBA 6 Smith	294 Grove Lane East, Wayzata, MN
CRU Entertainment LLC DBA CoV Wayzata	700 Lake Street East, Wayzata, MN
District Restaurant LLC DBA District Fresh Kitchen & Bar	300 Superior Blvd, Wayzata, MN
Gianni's LLC DBA Gianni's Steakhouse	635 Lake Street East, Wayzata, MN
McCormick Hospitality Group LLC DBA McCormick's	331 Broadway Avenue South, Wayzata, MN
Sakana Sushi Inc. DBA Sakana	683 Lake Street East, Wayzata, MN
Sushi Fix, LLC DBA Sushi Fix	862 Lake Street East, Wayzata, MN
Wayzata Bar & Grill	747 Mill Street, Wayzata, MN
ANNUAL OFF-SALE INTOXICATING LICENSE 5/1/17 to 4/30/18	
Wayzata Wine & Spirits	747 Mill Street, Wayzata, MN
ANNUAL ON-SALE CLUB LICENSE 5/1/17 to 4/30/18	
American Legion 118 DBA Ernest Aselton Post	494 Wayzata Blvd E, Wayzata, MN
Wayzata Country Club	200 Wayzata Blvd W, Wayzata, MN
Woodhill Country Club Inc. DBA Woodhill Country Club	200 Woodhill Rd, Wayzata, MN
ANNUAL ON-SALE WINE LICENSE 5/1/17 to 4/30/18	
Chipotle Mexican Grill of Colorado, LLC DBA Chipotle Mexican Grill #884	1313 Wayzata Blvd #300, Wayzata, MN
Civitali Restaurant Corp. DBA Punch Neapolitan Pizza	1313 Wayzata Blvd #100, Wayzata, MN
D'Amico & Sons LLC DBA D'Amico & Sons	810 Lake St E, Wayzata, MN
Wang Hua, Inc. DBA Jade Fountain Chinese Restaurant	838 Lake St E, Wayzata, MN
Homan Corporation DBA Maggie's Restaurant	844 Lake St E, Wayzata, MN
The Noodle Shop Company/Colorado Inc. DBA Noodles & Company	1179 Wayzata Blvd E, Wayzata, MN
ANNUAL MICRO-BREWERY OFF-SALE MALT LIQUOR LICENSE (GROWLER SALES LICENSE) & SUNDAY MICRO-BREWERY OFF-SALE MALT LIQUOR LICENSE (SUNDAY GROWLER SALES LICENSE) 5/1/17 to 4/30/18	
Wayzata Brew Works, LLC DBA Wayzata Brew Works	294 Grove Lane E #150, Wayzata, MN
ANNUAL MICRO-BREWERY ON-SALE TAPROOM LIQUOR LICENSE (TAPROOM LICENSE) & SUNDAY MICRO-BREWERY ON-SALE TAPROOM LIQUOR LICENSE (SUNDAY TAPROOM LICENSE) 5/1/17 to 4/30/18	
Wayzata Brew Works, LLC DBA Wayzata Brew Works	294 Grove Lane E #150, Wayzata, MN
1-4 DAY TEMPORARY ON-SALE LIQUOR LICENSE - CRAPPIE FISHING CONTEST ON 4/29/2017	
Wayzata Brew Works	294 Grove Lane E #150, Wayzata, MN
THERAPEUTIC MASSAGE PERSONAL LICENSE	
Amanda Schwab-Wayzata Salon & Day Spa	301 Broadway Avenue South, Wayzata, MN
2017 LODGING LICENSE	
The Hotel Landing	925 Lake Street East, Wayzata, MN

**THE FOLLOWING MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY**

2017 GAS FITTER'S LICENSES	
Kleve & JC Mechanical, LLC	Eden Prairie, MN
Master Plumbing Services, LLC	Inver Grove Heights, MN
Metro Gas Installers	Andover, MN
Walter Mechanical, Inc.	Burnsville, MN
2017 TREE REMOVAL AND TREATMENT LICENSES	
Holtz Firewood & Tree Service, LLC	Royalton, MN



APPLICATION FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

RECEIVED

MAR 14 2017

NAME OF ORGANIZATION: Wayzata Brewworks CITY OF WAYZATA
DATE(S) OF EVENT: April 29 2017 START TIME: 8 Am STOP TIME: 3pm
NAME OF EVENT: Wayzata Brewworks Crappie Fishing Contest
DESCRIPTION OF EVENT: Fishing contest on Minnetonka
NAME OF LOCATION WHERE EVENT WILL BE HELD: Wayzata Brewworks
ADDRESS WHERE EVENT WILL BE HELD: 294 Grove lane Ave Suite 150
NAME OF PERSON IN CHARGE AT EVENT: Rich Anderson/Brewworks, Cort Naab/Lions
TELEPHONE NUMBER OF PERSON IN CHARGE AT EVENT: 952-737-1023
WHAT DO YOU PLAN TO CONSUME: Beer Brewed at Brewworks.
(BEER, WINE, OR INTOXICATING LIQUOR)

DO YOU PLAN TO PROVIDE THE LIQUOR? ☒ NO, GUESTS WILL PROVIDE THEIR OWN LIQUOR
☒ YES

A CERTIFICATE OF LIQUOR LIABILITY INSURANCE COVERAGE MUST BE ATTACHED. COVERAGE FOR THE ACTUAL EVENT LOCATION AND EXACT DATES OF THE EVENT MUST BE SHOWN. IS IT ATTACHED? ☒ YES

LOCATION LICENSE/PERMIT WILL BE USED. IF AN OUTDOOR AREA, DESCRIBE:
In parking lot outside East entrance of Brewworks
See Attached Diagram

PLEASE ATTACH A MAP AND/OR DRAWINGS WHICH ILLUSTRATE YOUR LOCATION AT THE EVENT INCLUDING LOCATION OF TABLES, LOCATION OR BAR, ILLUSTRATION OF CONTROL MEASURES, ETC.
ARE MAP/DRAWINGS ATTACHED? ☒ YES

I, the undersigned, agree to indemnify and hold the City of Wayzata harmless from all losses, liabilities, damages, legal liabilities, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) that may arise in association with the above event.

SIGNATURE OF LICENSEE: [Signature] DATE: 3-7-17
PRINT NAME: Frank Klock Submitted 3-14-17

CITY FEE AMOUNT: \$25.00 DATE FEE PAID: 3-14-17 RECEIPT # 36597

POLICE CHIEF SIGNATURE: [Signature] DATE SIGNED: 3/21/17

APPROVED BY WAYZATA CITY COUNCIL ON: 4/4/2017

DEPUTY CITY CLERK SIGNATURE: _____ DATE SIGNED: _____

RECEIVED

MAR 14 2017

CITY OF WAYZATA

Lake

Boat Landing

Special Event
Entrance area

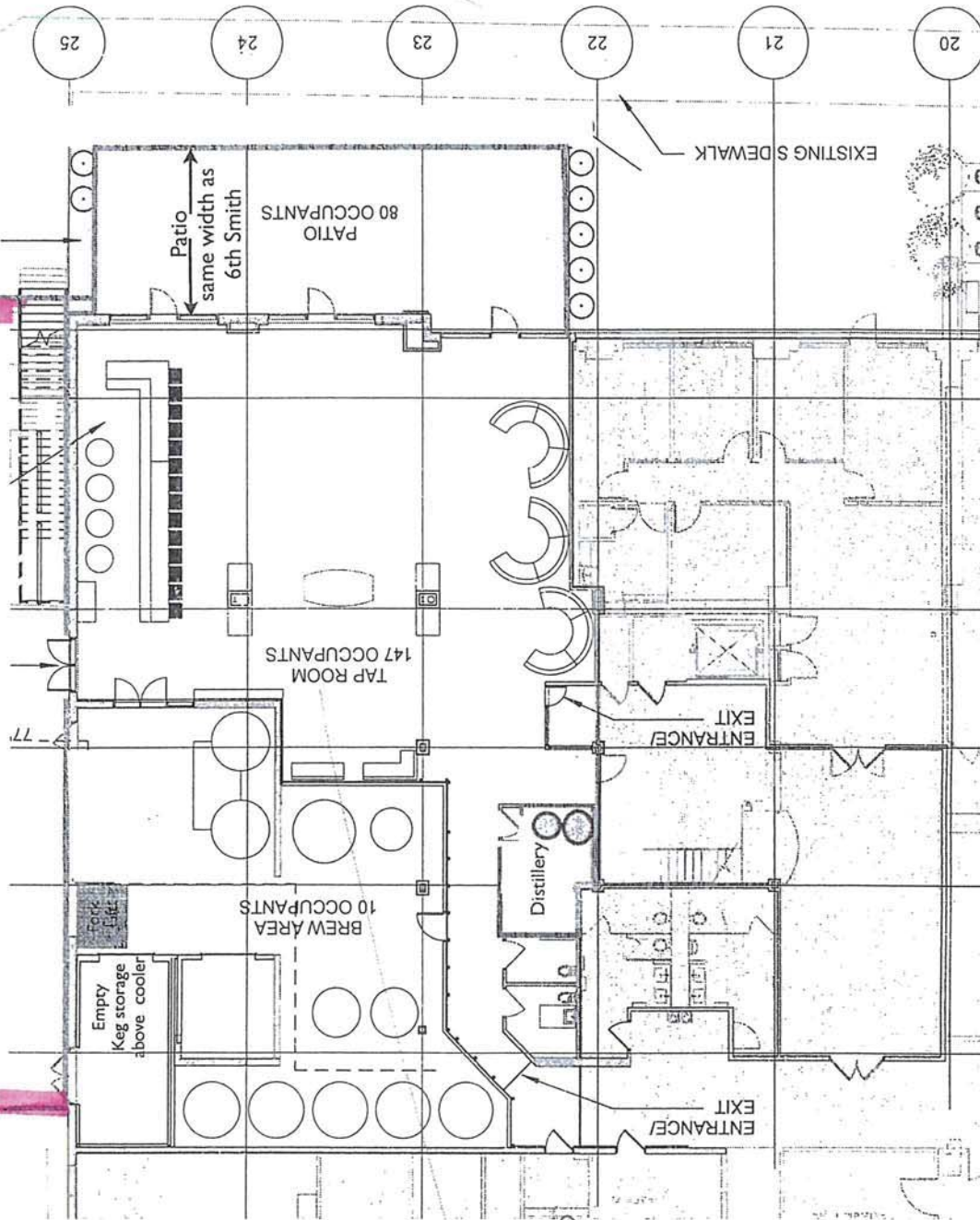
Boat launch
Lake access

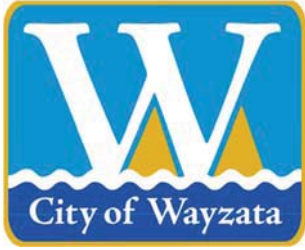
Event Area

Security
Fence

Special
Event
Entrance
Area

Wayzata
Brewworks





City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2017	AGENDA ITEM: 7d
TITLE: Consider Second Reading of Ordinance 769 Amending Chapter 502 (Intoxicating Liquor) of the City Code for On-Sale Intoxicating Liquor Licenses for Hotels	
PROPOSED MOTION: To Approve the Second Reading and Adoption of Ordinance 769, which Amends Chapter 502 of the City Code for On-Sale Intoxicating Liquor Licenses for Hotels	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends the second reading of the attached draft ordinance amendment that allow hotels to receive on-sale liquor licenses.

FINANCIAL OR BUDGET CONSIDERATION:

The total annual fee for an on-sale liquor license is \$10,500.

BACKGROUND:

The City Council adopted the attached draft ordinance at its March 21, 2017 meeting. Upon approval of the second reading, the ordinance will be published and officially enacted.

ATTACHMENTS:

1. Draft Ordinance 769, Amending Chapter 502 (Intoxicating Liquor)

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA

DRAFT ORDINANCE NO. 769

**AN ORDINANCE AMENDING CHAPTER 502 (INTOXICATING LIQUOR) OF THE
CITY CODE FOR ON-SALE INTOXICATING LIQUOR LICENSES FOR HOTELS**

THE CITY OF WAYZATA ORDAINS:

Section 1. Amendment to Section 502.01 of City Code. Section 1 of Chapter 502 of the Wayzata City Code (Intoxicating Liquor) is hereby amended to add the following definition:

e. “Hotel” shall mean an establishment where food and lodging are regularly furnished to transients and which has:

(1) a dining room serving the general public at tables and having facilities for seating at least 30 guests at one time; and

(2) a minimum of 10 guest rooms.

Section 2. Amendment to Section 502.03 of City Code. Section 3 of Chapter 502 of the Wayzata City Code (Intoxicating Liquor) is hereby amended and restated to read as follows:

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

a. “On-Sale Intoxicating Liquor License”, for the sale on the premises of all types and kind of intoxicating liquor.

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

Section 3. Amendment to Section 502.09 of City Code. Section 9, Subdivisions “d”, “e” and “f”, of Chapter 502 of the Wayzata City Code (Intoxicating Liquor) is hereby amended and restated to read as follows:

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

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

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

Section 4. Amendment to Section 502.10 of City Code. Section 10, Subdivision “i”, of Chapter 502 of the Wayzata City Code (Intoxicating Liquor) is hereby amended and restated to read as follows:

i. All sales of intoxicating liquor shall be made in areas designed primarily for the service of food or that are directly a part of hotel services, including a hotel’s services on licensed premises for banquets, family events, corporate events, meeting rooms, spa facilities, and hotel room service.

Section 5. Effective Date. This Ordinance will become effective upon passage and publication.

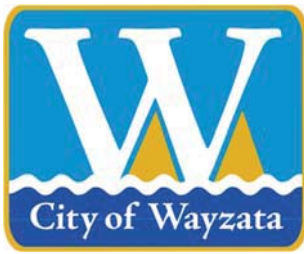
Adopted by the City Council this 4th day of April 2017.

Ken Willcox
Mayor

ATTEST:

Jeffrey Dahl
City Manager

First Reading: March 21, 2017
Second Reading: April 4, 2017
Publication:



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2017	AGENDA ITEM: 7e
TITLE: Approval of second reading of Ordinance No.770	
PROPOSED MOTION: To Approve Ordinance No.770	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of Ordinance No.770

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

Within the City Code Book, Chapters 202 (Police Department) and 203 (Fire Department), section 13 of each chapter has language that is outdated and needs to be removed. The first reading was approved at the March 21, 2017 meeting.

ATTACHMENTS:

1. Ordinance No.770

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA

DRAFT ORDINANCE NO. 770

**AN ORDINANCE AMENDING CHAPTER 202 (POLICE DEPARTMENT) AND
CHAPTER 203 (FIRE DEPARTMENT) OF THE CITY CODE REGARDING
RETIREMENT AGE**

THE CITY OF WAYZATA ORDAINS:

Section 1. Amendment. Section 13 of Chapter 202 of the Wayzata City Code (Police Department) is hereby amended as follows (~~struck text deleted~~):

~~**202.13 — Retirement Policy.** Every law enforcement officer employed by the City shall automatically be retired upon reaching the age of 65 years.~~

Section 2. Amendment. Section 13 of Chapter 203 of the Wayzata City Code (Fire Department) is hereby amended as follows (~~struck text deleted~~):

~~**203.13. Retirement Policy.** Every firefighter employed by the City shall automatically be retired upon reaching the age of 65 years.~~

Section 3. Effective Date. This Ordinance will become effective upon passage and publication.

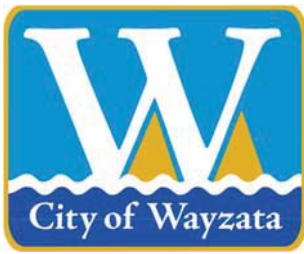
Adopted by the City Council this 4th day of April 2017.

Ken Willcox
Mayor

ATTEST:

Jeffrey Dahl
City Manager

First Reading: March 21, 2017
Second Reading: April 4, 2017
Publication:



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2017	AGENDA ITEM: 7f
TITLE: Approval of Resolution No. 13-2017 approving Joint Powers Agreements with the State of Minnesota	
PROPOSED MOTION: Approve Resolution No. 13-2017 renewing the Joint Powers Agreement (JPA) and Court Amendment between the city of Wayzata and the State of Minnesota	
PREPARED BY: Michael Risvold, Chief of Police	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Approve resolution to renew the Master Joint Powers Agreement and Court Amendment with the state of Minnesota.

FINANCIAL OR BUDGET CONSIDERATION:

Costs in the new agreement remain the same and are budgeted.

BACKGROUND:

The current Master JPA and Court Amendment with the state of Minnesota are expiring soon. These agreements allow for police and prosecutorial access into the state's criminal justice database. By law (MN statute 412.201), the JPA and Court Amendment must be approved in each city by council resolution.

ATTACHMENTS:

1. Resolution No. 13-2017
2. Wayzata / Prosecuting Attorney Master Joint Powers Agreement
3. Wayzata / Prosecuting Attorney Court Amendment Documents

CITY OF WAYZATA

RESOLUTION NO. 13-2017

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF WAYZATA ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Wayzata on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Wayzata on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Police Chief, Michael Risvold, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Phil Reiter, Sergeant, is appointed as the Authorized Representative's designee.

3. That the City Manager, Jeffrey Dahl, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, the Deputy City Clerk, Becky Malone, is appointed as the Authorized Representative's designee.

4. That Kenneth Willcox, the Mayor for the City of Wayzata, and Jeffrey Dahl, the City Manager, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted by the Wayzata City Council this 4th day of April, 2017.

Kenneth Willcox, Mayor

ATTEST:

Jeffrey 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. 13-2017 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on April 4, 2017.

Becky Malone, Deputy City Clerk

SEAL

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Wayzata on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Jeffrey Dahl, City Manager, 600 Rice Street E, Wayzata, MN 55391, (952) 404-5300, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Wayzata on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 122026, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, “trade secret information of Court and its licensors” means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. “Trade secret information of Court and its licensors” does not, however, include information which was known to Subscriber prior to Subscriber’s receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

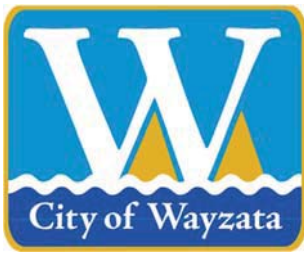
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2017	AGENDA ITEM: 7g
TITLE: Approval of a Contract with LHB for Blight Study	
PROPOSED MOTION: To approve the Contract between the City of Wayzata and LHB, Inc for TIF Analysis	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends approval of the attached draft contract.

FINANCIAL OR BUDGET CONSIDERATION:

The cost is a not to exceed up to \$6,500 and will be paid as a through TIF Admin or, if not eligible, it will be paid out of Building Inspections.

BACKGROUND:

The City has engaged LHB to do a TIF Analysis Report on the Meyers Brothers Dairy property prior to the demolition of the existing buildings. If the City wishes to establish a redevelopment TIF district in the future, the City will need to have documentation indicating that the property meets the requirements of the State Statutes as a blighted property. A TIF Analysis Report, which includes a thorough inspection by LHB, will provide documentation to meet the standards of the State Statutes.

ATTACHMENTS:

1. Draft Contract for Services between the City of Wayzata and LHB, Inc



**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

March 17, 2017

Jeff Thomson
Director of Planning and Building
City of Wayzata
600 Rice Street East
Wayzata, MN 55391

WAYZATA MEYER BROTHERS SITE TIF ANALYSIS

Dear Jeff:

Thank you for the opportunity to submit a proposal for the Meyer Brothers site Redevelopment TIF analysis in Wayzata, Minnesota. LHB is a full-service architecture, planning and engineering firm with 250 employees in our Minneapolis, Duluth, Cambridge, and Superior, Wisconsin offices.

Our Government studio has extensive experience working with local governments on their planning, design, architectural and engineering needs. Having been personally involved on various city councils and planning commissions, I understand how cities function and the importance of maintaining the support of your appointed and elected officials and community throughout the process.

PREVIOUS EXPERIENCE

LHB has significant experience with a variety of inspection and facility assessment projects, including the analysis of over 200 TIF Districts. Examples include:

- City of Columbia Heights TIF inspection services
- City of St. Paul TIF inspection services
- City of St. Anthony Village, NW Quadrant TIF inspection services
- City of St. Louis Park TIF District inspection services
- City of Mound TIF District “1-2” inspection services
- City of Osseo TIF inspection services
- Minnesota State Colleges and Universities system facility assessments
- State of Minnesota Facility Assessments
- Property Condition Assessments for the St. Paul Department of Planning and Economic Development (Franklin/Emerald Neighborhood)
- Condition surveys for every DNR facility in the State of Minnesota, 2014

21 West Superior Street, Suite 500		Duluth, MN 55802		218.727.8446
701 Washington Avenue North, Suite 200		Minneapolis, MN 55401		612.338.2029
200 Third Avenue Northeast, Suite 100		Cambridge, MN 55008		763.689.4042
63 East Second Street, Suite 150		Superior, WI 54880		715.392.2902

TEAM CREDENTIALS

Michael A. Fischer, AIA, LEED AP - Project Principal/TIF Analyst

Michael has 29 years of experience as project principal, project manager, project designer and project architect on planning, urban design, educational, commercial and governmental projects. He has become an expert on Tax Increment Finance District analysis assisting over 100 cities with strategic planning for TIF Districts. He is an Architectural Principal at LHB and currently leads the Minneapolis office.

Michael completed a two-year Bush Fellowship, studying at MIT and Harvard in 1999, earning Masters degrees in City Planning and Real Estate Development from MIT. He has served on more than 50 committees, boards and community task forces, including a term as a City Council President and as Chair of a Metropolitan Planning Organization. Most recently, he served as Chair of the Edina, Minnesota planning commission and is currently a member of the Edina city council. Michael has also managed and designed several award-winning architectural projects, and was one of four architects in the Country to receive the AIA Young Architects Citation in 1997.

Phil Waugh – Project Manager/TIF Analyst

Philip is a project manager with 13 years of experience in historic preservation, building investigations, material research, and construction methods. He previously worked as a historic preservationist and also served as the preservation specialist at the St. Paul Heritage Preservation Commission. Currently, Phil sits on the Board of Directors for the Preservation Alliance of Minnesota. His current responsibilities include project management of historic preservation projects, performing building condition surveys and analysis, TIF analysis, writing preservation specifications, historic design reviews, writing Historic Preservation Tax Credit applications, preservation planning, and grant writing.

Jonathan Pettigrew, AIA – Inspector

Jonathan Pettigrew has worked in architecture and construction for the last twenty years in Minnesota, California and Washington. His experience includes a variety of commercial and residential project types and scales, from single-family homes to a 300,000 square foot multi-building office complex. He has significant experience in code reviews and building systems inspections and analysis. Jonathan received his Minnesota architect's license in 2004. He brings a strong interest in sustainability and an eye for detail to his work. He enjoys working with clients, consultants and contractors to bring projects together successfully.

Phil Fisher – Inspector

For 35 years, Phil Fisher worked in the field of Building Operations in Minnesota including White Bear Lake Area Schools. At the University of Minnesota, he earned his Bachelor of Science in Industrial Technology. He is a Certified Playground Safety Inspector, Certified Plant Engineer, and is trained in Minnesota Enterprise Real Properties (MERP) Facility Condition Assessment (FCA). His FCA training was recently applied to the Minnesota Department of Natural Resources Facilities Condition Assessment project involving over 2,000 buildings.

SCOPE OF SERVICES^[DGS1]

The LHB team members described above will provide the following services and deliverables to the City of Wayzata, MN (the “Client”) based upon the terms and conditions described below.

1. Survey the TIF District to determine if it meets applicable coverage test.

- A. To meet the coverage test, parcels consisting of 70 percent of the area of the district must be “occupied” by buildings, streets, utilities, or paved or gravel parking lots.
- B. A parcel is not considered “occupied” unless at least 15% of its total area contains improvements.

2. Conduct a visual review of building(s) interior and exterior:

- A. Obtain property owner’s consent for inspection.
- B. Document property conditions relative to Minnesota Statutes Section 469.174 Subdivision 10.

3. Estimate building(s) replacement cost:

- A. Replacement cost is the cost of constructing a new structure of the same square footage and type on the site.
- B. A base cost will be calculated by establishing the building class, type and construction quality.
- C. Identify amenities, which increase the value of the building over the standard construction quality level.
- D. Review building permits for each parcel.
- E. The base cost and cost of amenities will be totaled to determine the replacement cost for the property.

4. Evaluate building(s) existing condition:

- A. “Structurally substandard shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance.”

5. Determine Building(s) Code Deficiencies:

- A. Determine technical conditions, which are not in compliance with current building code applicable to new buildings.
- B. Provide opinion of probable cost to correct identified deficiencies.
- C. Compare cost of deficiency corrections to replacement value of building.

6. Prepare and deliver report:

- A. Prepare a written report, within the time scheduled below, that outlines the findings and analyses described above, including a narrative analysis of the District describing why the property within the District does or does not meet the criteria as “structurally substandard” as established in Minnesota Statutes Section 469.174, subdivision 10.
- B. Deliver final reports via email PDF.

ASSUMPTIONS

- 1. Based on our review of aerial photos, LHB will inspect up to 3 buildings on one parcel. We will inspect both the interior and exterior of the buildings and evaluate the coverage of the parcel(s). We will prepare a Letter of Finding to be approved by the City of Wayzata.

City Council which will enable demolition of the buildings in the near future, reserving the opportunity for the creation of a future TIF District. The Client will provide the following:

- A scalable parcel map and/or aerial photo of the area to be inspected, including GIS information with specific parcel data, including parcel area measured in square feet.
- A list of all parcels affected including name of owner, current known business or resident name and address.
- Available information regarding the condition of the structures, including past building permit information, and known code violations.

STANDARD OF CARE

LHB shall perform services consistent with the professional skill and care ordinarily provided by other professionals practicing in the same or similar locality under the same or similar circumstances.

Any report prepared by LHB represents a professional opinion based upon information available and arrived at in accordance with generally accepted professional standards. Other than as contained in the report, LHB makes no express or implied warranty.

Short of complete deconstruction to examine every element at every location, no assessment can reveal all conditions which may exist. Additional testing, assessment, or demolition, may uncover conditions which would make it necessary to modify LHB's conclusions or recommendations.

Any report prepared for the purpose described in this Agreement is for the exclusive use by those to whom the report is addressed. LHB will not and cannot be held liable for the unauthorized reliance upon this report by any third party.

COMPENSATION

We propose to work on an hourly basis with the following key staff:

Project Principal, Michael Fischer (TIF analysis)	\$257/hour
Project Manager	\$150/hour
Project Architect/Inspector	\$130/hour
Project Administrator	\$80/hour

We will work ~~on an hourly basis and bill for our time based on the hourly rates above, but in any event provide all services and deliverables outlined in this letter for an amount~~ not to exceed Six Thousand Five Hundred dollars (\$6,500), including reimbursable expenses for a full report (Letter of Finding) outlining the findings for the proposed TIF District.

Payments are due and payable upon receipt of our invoice. Unpaid balances 60-days after invoice date shall bear interest at the rate of 8% annually.

Failure to make timely payment to LHB is a material breach of this Agreement and may, at LHB's sole discretion, result in a suspension or termination of services, ~~and may, at LHB's sole discretion, result in the termination of the Client's limited license authorization to use LHB's copyrighted Instruments of Service.~~

ADDITIONAL SERVICES

If there is a material change in the circumstances or conditions that affect the scope of work, schedule, allocation of risks or other material terms, LHB shall notify the Client. The Client and LHB shall promptly and in good faith enter into negotiation to address the changed conditions including equitable adjustment to compensation. The fees and costs for any additional services will be based upon LHB's Standard Hourly Rates and Standard Reimbursable Schedule.

SCHEDULE

The final report will require 60-90 days to complete from the time we are authorized to start. We are able to make preliminary conclusions prior to our full report being completed if necessary to allow other consultants and the client to begin their work.

CONSEQUENTIAL DAMAGES

LHB and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

LIMIT OF LIABILITY

AND INSURANCE

To the maximum extent permitted by law, the Client agrees to limit LHB's liability for the Client's damages to the ~~sum of Ten Thousand Dollars (\$10,000) or the amount of fee paid to LHB, whichever is greater~~ amounts of insurance required herein. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

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

- A. *General Liability.* LHB agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.
- B. *Automobile Liability.* If LHB operates a motor vehicle in performing the Services under this Agreement, LHB shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.
- C. *Professional (Errors and Omissions) Liability Insurance.* LHB will maintain professional liability insurance for all claims LHB may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to LHB's professional services required under this Agreement. LHB is required to carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement, and LHB shall maintain such insurance for a period of at least three (3) years following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by LHB to fulfill this requirement.
- D. *Workers' Compensation.* LHB agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. LHB shall also carry employers liability coverage with minimum limits are as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

Upon request, LHB shall, prior to commencing the services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. LHB's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of LHB's performance under this Agreement. LHB's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City. LHB agrees to defend, indemnify, and hold-harmless the City and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, arising out of LHB's negligence or the LHB's performance or failure to perform its obligations under this Agreement.

USE OF LHB'S DOCUMENTS

The documents prepared by LHB are solely for use with respect to this project. ~~All documents prepared by LHB pursuant to this Agreement are the instruments of services to the Project and LHB shall retain all common law, statutory and other reserved rights, including copyright. LHB grants to Client a nonexclusive limited license solely for the purposes of evaluating and executing the Project. The Client shall not assign, delegate, sublicense, or otherwise transfer any license granted herein to another party.~~

To the extent the documents are transferred or are modified, supplemented or otherwise altered by the Client, subsequent design professional, or any other party, the Client agrees to indemnify, defend and hold LHB harmless for any claims, demands, damages or causes of action arising out of such transfer or modification, supplementation or alteration.

OTHER CONDITIONS

The laws of the State of Minnesota shall govern this Agreement. Any provision of this agreement later held to violate a law or regulation shall be deemed void. All remaining provisions shall continue in force.

The ~~Client parties~~ recognizes that materials prepared by others may be subject to copyright protection and each warrants to ~~LHB the other~~ that any documents provided ~~by the Client to the other~~ do not infringe upon the copyright held by another.

Unless the parties mutually agree otherwise, the parties shall endeavor to settle disputes by mediation. A demand for mediation shall be filed, in writing, within a reasonable period of time

after a claim, dispute or other matter in question has arisen.

LHB and the Client, acting through the Client's legal representative, will, to the fullest reasonable extent, cooperate and coordinate efforts in preparing necessary responses to any third party challenges to the inspections. The Client agrees to pay LHB its regular hourly rates for time spent as a result of a third party legal challenge.

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

LHB may not assign this Agreement to any other person unless written consent is obtained from the City.

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

In the hiring of employees and contractors to perform work under this Agreement, LHB shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Hennepin County, Minnesota.

All reports, plans, specifications, data, maps, and other documents produced by LHB in the performance of Services under this Agreement shall be the property of the City, including all intellectual property rights therein.

LHB agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. LHB understands that all of the data created, collected, received, stored, used, maintained, or disseminated by LHB in performing those functions that the City would perform is subject to the requirements of Chapter 13, and LHB must comply with those requirements as if it were a government entity. This does not create a duty on the part of LHB to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

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

All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

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

To LHB:

under this Agreement if and to the extent that Party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, fire, earthquake, flood, and other circumstances, which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.

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

This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

If the terms and conditions of this Agreement are acceptable, please sign and return a copy to LHB.

CLIENT NAME

City of Wayzata, a Minnesota
Municipal corporation

LHB, INC.


(Signature)

By:

Kenneth Willcox,
Mayor

By:

Jeffrey Dahl, City
Manager

By: _____

(Signature)

Its: _____

(Title)

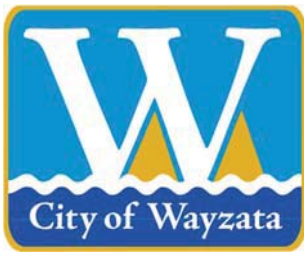
Name: _____

(Printed Name)

~~By:~~

Its: Principal
(Title)

Name: Michael A. Fischer, AIA
(Printed Name)



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2017	AGENDA ITEM: 7h
TITLE: Approval of Ordinance No. 771 amending Chapter 802 (Building Code) of the Wayzata City Code	
PROPOSED MOTION: To approve Ordinance No. 771	
PREPARED BY: Tyson Jenkins, Building Official	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of Ordinance No. 771

FINANCIAL OR BUDGET CONSIDERATION:

The ordinance would not have any impact on the City's budget.

BACKGROUND:

The City adopts and enforces the Minnesota State Building Code for all construction activity in the City. The building code is adopted by Chapter 802 of the City Code. The current City Code cites outdated State statute numbers and building code language. The purpose of this amendment is to update the City Code for accuracy and consistency with current Minnesota state rules and the published State Building Code.

In addition, Section 802.09 of the current ordinance states that the City Council must approve all building permits for the construction of new commercial or multiple family buildings, and for the substantial alteration of existing commercial or multiple family buildings. The draft ordinance removes this section of the ordinance because this is not consistent with the City's current process. The City Council reviews all new and substantially altered commercial and multiple family building projects through the design review process established in the City's zoning ordinance. If the design review is approved by the Council, the applicant would submit a building permit application to the City prior to commencing construction. City staff reviews the building permit application for compliance with the City Council's design review approval, as well for compliance with the adopted State Building Code. This update is consistent with the State Building Code which gives the authority to issues building permits to the City's appointed Building Official.

ATTACHMENTS:

1. Ordinance No. 771

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA
DRAFT ORDINANCE NO. 771
AN ORDINANCE AMENDING CHAPTER 802 (BUILDING CODE) OF THE
WAYZATA CITY CODE

THE CITY OF WAYZATA ORDAINS:

Section 1. Amendment. Chapter 802 of the Wayzata City Code (Building Code) is hereby amended to read in its entirety as follows (~~struck~~ text deleted; underlined text added):

CHAPTER 802

BUILDING CODE

802.01. Codes Adopted by Reference. The Minnesota State Building Code, as adopted by the Commissioner of Administration pursuant to Minnesota Statutes chapter ~~16B.59 to~~ 326B, including all of the amendments, rules and regulations established, adopted and published from time to time by the Minnesota Commissioner of Administration, through the Building Codes and Standards Division is hereby adopted by reference with the exception of the optional chapters, unless specifically adopted in this Chapter. The Minnesota State Building Code is hereby incorporated in this Chapter as if fully set out herein.

(Ord. 575 [5-9-1995]; Ord. 611 [3-11-1999]; Ord. 658A [2-8-2005])

802.02. Application, Administration and Enforcement. The application, administration and enforcement of the code shall be in accordance with Minnesota State Building Code. The code shall be enforced within the extraterritorial limits permitted by Minn. Stat. ~~§16B.62, Subd. 4~~ 326B.121, Subd. 2(d), when so established by this subchapter.

The code enforcement agency of this municipality is called the Building Inspection Department.

This code shall be enforced by the Minnesota Certified Building Official designated by this Municipality to administer the code (Minn. Stat. ~~§16B.65~~ 326B.133, Subdivision 1).

(Ord. 575 [5-9-1995]; Ord. 658A [2-8-2005])

802.03. Permits and Fees. The issuance of permits and the collection of fees shall be as authorized in Minn. Stat. ~~§16B.62, Subd. 1~~ Rules Chapter 1300.

Permit fees shall be assessed for work governed by this code in accordance with the fee schedule adopted by the municipality by resolution. In addition, a surcharge fee shall be collected on all permits issued for work governed by this code in accordance with Minn. Stat. ~~§16B.70~~ 326B.148.

(Ord. 575 [5-9-1995]; Ord. 658A [2-8-2005])

802.04. Violations and Penalties. A violation of the code is a misdemeanor (Minn. Stat. ~~§16B.69~~ 326B.082, Subd. 16).

(Ord. 575 [5-9-1995]; Ord. 658A [2-8-2005])

802.05. Building Code Optional Chapters. The Minnesota State Building Code, established pursuant to Minn. Stat. ~~§16B.59 to 16B.75~~, Chapter 1300 allows the Municipality to adopt by reference and enforce certain optional chapters of the most current edition of the Minnesota State Building Code.

The following optional provisions identified in the most current edition of the State Building Code are hereby adopted and incorporated as part of the building code for this municipality:

aA. Chapter 1306, Special Fire Protection Systems. 1306.0020 Municipal option, subpart 2, including 1306.0030 Requirements, ~~E, occupancy group option 1~~ A through D.

(Ord. 575 [5-9-1995]; Ord. 611 [3-11-1999]; Ord. 658A [2-8-2005])

802.05. Plumbing Permits - Repealed. (7-21-81 Code; Repealed by Ord. 449 [1-7-1986])

802.06. Heating Permits - Repealed. (7-21-81 Code; Repealed by Ord. 449 [1-7-1986])

802.07. Gas Fitting Permits - Repealed. (7-21-81 Code; Repealed by Ord. 449 [1-7-1986])

802.08. Additional Fees - Repealed. (7-21-81 Code; Repealed by Ord. 658A [2-8-2005])

802.09. City Council Approval. ~~All Building Permits for the construction of new commercial or multiple family buildings and for the substantial alteration of existing commercial or multiple family buildings shall require the approval of the City Council, in addition to other requirements of the Building Code.~~

802.10. Performance Bond. In any case where screening, landscaping or other on-site improvements are required by City ordinance, are shown on an approved site plan, or are required as a condition of Building Permit approval, a performance bond or escrow in lieu of a bond may be required to guarantee the completion of said improvements. Said bond or escrow shall be in a form satisfactory to the City and shall be in an amount established by the City Manager.

(7-21-81 Code; Ord. 489 [12-15-1987]; Chapter repealed and replaced by Ord. 575 [5-9-1995]; Ord. 611 [3-11-1999], Ord. 658A [2-8-2005])

Section 2. Effective Date. This Ordinance will become effective upon passage and publication.

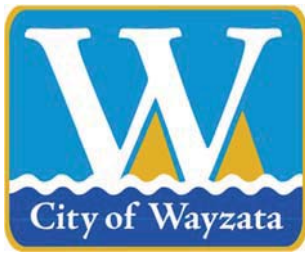
Adopted by the City Council this ____ day of _____, 2017.

Ken Willcox
Mayor

ATTEST:

Jeffrey Dahl
City Manager

First Reading:
Second Reading:
Publication:



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2017	AGENDA ITEM: 7i
TITLE: Approval of Resolution 12-2017 Requesting the Widsten TIF Amendment and Commitment to Decertify	
PROPOSED MOTION: To adopt Resolution 12-2017, Requesting the Widsten TIF Amendment and Commitment to Decertify	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends adoption of the attached resolution.

FINANCIAL OR BUDGET CONSIDERATION:

If the TIF Amendment is approved as a part of the 2017 State Tax Bill, the City will be able to utilize the remaining increment to reimburse itself for costs associated with the construction of the Mill Street Parking ramp, including the approximate \$2,370,000 in cash transfers.

BACKGROUND:

While the City has been requesting an exception to the 5-year rule (to allow increment from the Widsten TIF District to be utilized to help pay for the construction of the Mill Street Parking Ramp) through our State House Representative Hertaus and State Senate Representative Osmek for the last three years, Senator Osmek requested a resolution clarifying key points of the request, including how the ramp is currently funding and a pledge that the City would decertify the district as soon as the parking ramp obligation is paid.

ATTACHMENTS:

1. Resolution 12-2017, Requesting the Widsten Tax Increment Financing District #3 Amendment and Commitment to Decertify District once Eligible Expenses have been Reimbursed

CITY OF WAYZATA

RESOLUTION NO. 12-2017

**RESOLUTION REQUESTING THE WIDSTEN TAX INCREMENT FINANCING
DISTRICT #3 AMENDMENT AND COMMITMENT TO DECERTIFY DISTRICT ONCE
ELIGIBLE EXPENSES HAVE BEEN REIMBURSED**

Whereas, the primary objective of the City of Wayzata's Widsten TIF District, which was established in 1996, is to build the parking ramp to spur economic development in the downtown Wayzata area; and

Whereas, a portion of the parking ramp project was completed within five years, mostly pertaining to acquisition of property and pavement of a surface parking lot; and

Whereas, constructing the ramp by 2001 was not politically or financially feasible at the time; and

Whereas, since the 5-year rule deadline in 2001, downtown Wayzata has added/approved over 500,000 sf in commercial space, over \$150,000,000 in tax base, and 1,000's of jobs; and

Whereas, per a Downtown Parking Study commissioned by SRF in 2015, the City is short approximately 200 stalls of public parking; and

Whereas, a new redevelopment TIF district can NOT legally be established within the Mill Street Parking Ramp or Widsten area; and

Whereas, the City has been officially requesting the TIF amendment for over 3 years; prior to when other obligations were paid off and the district was ready to be decertified; and

Whereas, the original TIF Plan was not projected to be decertified until 2022. The proposed amendment would allow the City to continue to capture increment for the ramp up to 2022. This request is NOT an extension; and

Whereas, given the immediate parking need, the City has utilized interfund transfers to temporary fund the parking ramp construction in addition the G.O. TIF Bonds that the City has issued:

Ramp Funding Sources:

\$7,725,000	G.O. TIF Bonds Series 2016A
<u>\$2,370,000</u>	<u>Upfront Transfers</u>
\$10,095,000	Total Funding Sources

Projected Ramp Cost:

\$10,050,000

Whereas, the City will not utilize any additional increment capture for any expense other than the parking ramp; and

Now therefore be it resolved, the City Council of the City of Wayzata is requesting an amendment to the 5-year rule that allows the remaining increment captured through the Widsten Tax Increment District #3 to be utilized only to reimburse City expenses associated with the Mill Street Parking Ramp.

Now therefore be it resolved, the City will decertify the district by the December 31, 2022 statutory limit or when the City's obligation for the ramp has been fully reimbursed, whichever happens first.

Adopted by the Wayzata City Council this 4th day of April, 2017.

Ken Willcox, Mayor

ATTEST:

Jeffrey Dahl, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

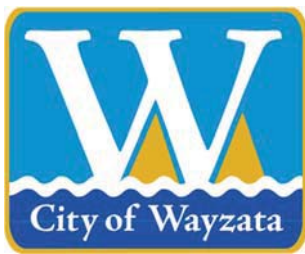
Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 12-2017 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on April 4, 2017.

Becky Malone, Deputy City Clerk

SEAL



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2017	AGENDA ITEM: 8a
TITLE: Consider New Location for Wayzata Farmers Market	
PROPOSED MOTION: To approve the Broadway Docks Municipal Parking Lot as the New Location for the Wayzata Farmers Market upon opening of the Mill Street Parking Ramp	
PREPARED BY: Dave Dudinsky, Public Services Director and Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Typically, special event permits are approved administratively; however, this request involves a prominent location and ties in the plans for the Lake Effect---that is why it should be considered by the Council. Staff recommends approval of the new location.

FINANCIAL OR BUDGET CONSIDERATION:

There should be minimal additional financial consideration to make this move. The special event permit fee is \$150. Public Works does help out with signage, trash, and portable bathroom facilities. They would continue that assistance at the new location.

BACKGROUND:

For the last few years, the City has been working with a group of farmers market vendors that collectively operate the Wayzata Farmers Market. Their original location was at the Legion parking lot and last year, they moved to the Promenade.

Unfortunately, the Promenade location is not ideal for a couple of reasons: the site forces the vendors to be spread out, there continues to be significant construction, and it is not visible from Superior Boulevard or Lake Street.

Staff asked the vendors if they were interested in moving to the municipal parking lot at the Broadway Docks in 2017 with several contingencies:

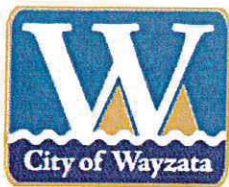
- They listen to any constructive feedback from the business community;
- Hours of operation will be 1:30 pm to 5:30 pm to limit impact on lunch/dinner traffic; and
- Market cannot be moved until the Mill Street Parking Ramp is at least partially open.

So far, staff has observed nothing but positive comments from the business community and excitement from the vendors.

Staff believes the Farmers Market is a great first step in programming the parking lot as a “pop up park” as referred to in the approved scope of the Lake Effect Park Project.

ATTACHMENTS:

1. Staff Recommends Approval of the Special Event Application for the 2017 Wayzata Farmers Market



2017 Special Event Application City of Wayzata

600 Rice St E
Wayzata, Minnesota 55391
952-404-5363

PERMIT APPLICATION FORM

(Page 1 of 6)

FOR OFFICE USE ONLY

Deposit Required:

☐ Yes ☐ No

Amount: _____

Date: _____

Circle one:

Cashier's Check #1001 pd.

Cash \$150.00 3/2/17

- Complete this Permit Application in ink. Special Event Permit Fee \$ (See Fee Schedule)
- Any application that is submitted after the application deadline will be charged a \$100 late fee.

Event Name Wayzata Farmers Mkt. Date of Event mid way - Oct

Area of City in Which Event Will Take Place 301 Promenade ave. Municipal Parkshot

Estimated Attendance: 20-25 vendors

Type of Event (☐ Parade) (☐ Private Party) (☐ Festival) (☐ Run/Walk) (☐ Sporting Event)

(☐ Valet Parking ☒ Other) Explain: Farmers Mkt.

Event will Include (check all that apply) (☐ Bicycles) (☐ Animals) (☐ Motor Vehicles*) (☐ Other Vehicles) (☐ Food) (☐ Beer/Wine

(☐ Floats) (☐ Pedestrians/Runners) (☐ Liquor Service) (☐ Live Music) (☐ Amplified Audio)

* Number of Vehicles Expected: 20-25 (Motor Vehicles are vehicles powered by a motor of any kind)

Traffic Control Personnel Provided by Whom: none App.

Delineation Equipment (Barricades, Signs, Traffic Cones, No Parking Signs, etc.) Provided by Whom: _____

sandwich board signs put out by city employee - pd by

Event Location: (check one) ☒ Private Property ☐ Public Property ☐ Combination - Public/Private Wicor Key

Street(s) to Be Closed: (A map showing the specific route or area to be closed must be attached) See Attached

Date(s) and/or Time(s) - Give Details Below

Day	Date	Start Time	End Time
<u>Thurs.</u>	<u>may 12 - Oct</u>	<u>1:30 pm</u>	<u>5:30 pm</u>

Insurance Carrier for Event: A certificate of insurance naming the city as an additional insured must be submitted 10 days before the event. Amount of insurance required is \$1,000,000 (one million dollars).

Name of Insurance Carrier & Policy Number W F M A

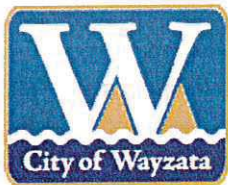
Event Organizer (Person Responsible for Duties of Permit Holder)

Full Name Deb Hoehn Business Phone _____

Address 11273 Eastwood ave SE. Cell Phone 763-232-2702 Email debhoehn@gmail.com

City Delano State MN Zip 55328 Home Phone _____

Title Mkt manager



2017 Special Event Application

City of Wayzata

600 Rice St East
Wayzata, Minnesota 55391
952-404-5363

PERMIT APPLICATION FORM

(Page 2 of 6)

Organization Information:

Name Wayzata Farmers Mkt Phone 763-238-2702
Address 301 Promenade ave Fax _____
City Wayzata State MN Zip 55391

Application Deadline listed on Permit Fee Schedule

X Signature of Applicant: Debra Hoen Date: 3-2-17

FOR CITY USE ONLY:

Routing Approval (Department Head or Designee)		Approved By	Denied By	Cost Estimate
Public Works	(Signature / Date)			
Police Department	(Signature / Date)			
Fire Department	(Signature / Date)			

Application: SE 2017- 6 Liability Insurance Certificate Received (Date): _____

Map of Route or Area Approved By: _____

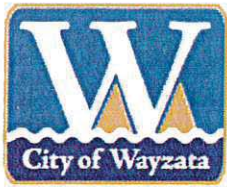
Special Events Permit Approved by: _____
City Manager or Authorized Designated Dept. Head

Date of Approval: _____

COMMENTS

Farmers Market at the Broadway Deck

CONDITIONS OF APPROVAL



2017 Special Event Application

City of Wayzata

600 Rice St East
Wayzata, Minnesota 55391
952-404-5363

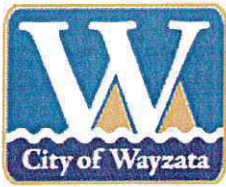
PERMIT APPLICATION FORM

(Page 3 of 6)

Permit Level and Description <i>A Separate Application is Required for Each Event</i>	Application Deadline	Authorization Required				Local Fee Per Event	Non Local Fee Per Event
		CITY COUNCIL	PUBLIC WORKS	FIRE DEPT	POLICE DEPT		
Events on City Property - Level 1 (other than City Parks) • 20-50 participants & spectators • Minimum disruption • Valet Parking-Three Parking Stalls Max. • No road closures-May require No Parking Sign postings • Includes small events that use City Sidewalks	Ten business days	No	Yes	Yes	Yes	\$150	\$200
Events on City Property - Level 2 • 50-500 participants & spectators • One day event or events that are multiple days that do not leave anything on City property overnight • Road/Sidewalk closures/traffic control may be required • Limited City services needed • Pre-event meeting required	30 days	No	Yes	Yes	Yes	\$250	\$500
Events on City Property - Level 3 • Over 500 participants & spectators • Multiple day event that keeps apparatuses on City property overnight • Road closures/traffic control may be required • Pre-event meeting required	60 days	*Yes	Yes	Yes	Yes	\$1,500	\$3,000
Wayzata Chamber of Commerce Annual Community Events - Level 3a • Over 500 participants & spectators • Multiple day event that keeps apparatuses on City property overnight • Road closures/traffic control may be required • Pre-event meeting required	60 days	*Yes	Yes	Yes	Yes	\$600	N/A
Events on Private & City Property • Under 500 participants & spectators	15 days	No	Yes	Yes	Yes	\$200	N/A
Events on Private Property (meets any Step 1 requirements)	10 days	No	Yes	Yes	Yes	\$100	N/A
Events in City Parks	10 days	No	Yes	Yes	Yes	\$150	N/A
Athletic Event that Uses City Streets & Public Parking Lots/Under 200 participants & spectators • Pre-event meeting is required	30 days	*Yes	Yes	Yes	Yes	\$250	\$500
Athletic Event that Uses City Streets & Public Parking Lots/Over 200 participants & spectators • Pre-event meeting is required	60 days	*Yes	Yes	Yes	Yes	\$500	\$1,000
Street and/or Sidewalk Closure • Events that require the closure of Streets or hold their event on City sidewalks • Pre-event meeting required	60 days	*Yes	Yes	Yes	Yes	\$250	\$500
Parades	60 days	*Yes	Yes	Yes	Yes	\$500	\$1,000

*Special Events listed on page ten are excluded from annual authorization by the City Council.

Any application that is submitted after the application deadline will be charged a \$100 late fee.



2017 Special Event Application

City of Wayzata

600 Rice St East

Wayzata, Minnesota 55391

952-404-5363

PERMIT APPLICATION FORM

(Page 4 of 6)

PERMIT CONDITIONS—ADDITIONAL EVENT INFORMATION

The maximum number of persons which the applicant shall permit to the event at any time is not to exceed the maximum number which can reasonably assemble at the location of the event.

Request for temporary closing of streets or partial closing of traffic lanes: (Be specific. Give location and time of closings). Show on map if possible.

N/A

Plans for fencing the location of the event, if necessary, and the location of gates contained in such fence. Show on map if possible.

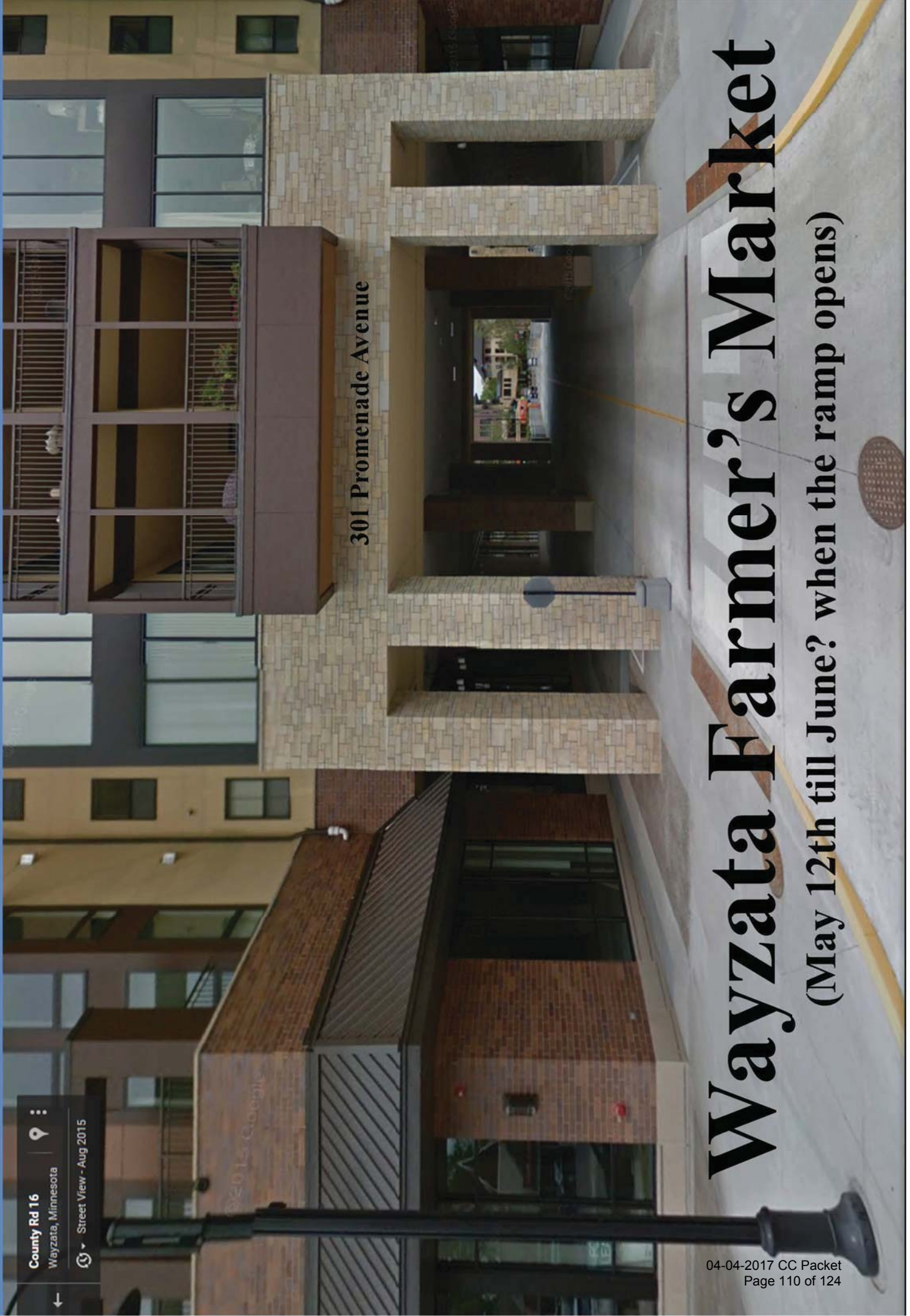
N/A

Plans for parking vehicles, including size and location of lots, points of highway access and interior roads including routes between highway access and parking lots. Show on map if possible.

- Ramps

Plans for clean-up of litter and waste materials:

Every vendor cleans up their own booth area
at end of day



301 Promenade Avenue

Wayzata Farmer's Market

(May 12th till June? when the ramp opens)

Municipal Lot Layout

Wayzata Farmer's Market

(June? when the ramp opens till October ?)

One Outlet
Can be used
on Light Pole
for Lighting

One Outlet
Can be used
on Light Pole
for Lighting

Two Outlets
can be used
at base of
Light Pole
for Lighting

NOTE
46 Parking Stalls
in Municipal Parking Lot

CITY OF WAYZATA

Receipt # 36650.1758

21-Mar-17 09:38am

Misc Permits

\$150.00

SPECIAL EVENT
PERMIT/WAYZATA
FARMERS MARKET/301
PROMENADE AVE/MID
MAY-OCT

Remarks:

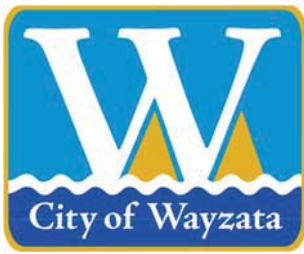
Subtotal

\$150.00

Check

\$150.00

1001



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2017	AGENDA ITEM: 8b
TITLE: Consider Acceptance of Updated Long Term Financial Management Plan	
PROPOSED MOTION: To approve the Attached Updated Long Term Financial Management Plan	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Upon discussion, staff recommends discussion of the attached plan.

FINANCIAL OR BUDGET CONSIDERATION:

The attached documents help guide the City in making consistent and sound financial decisions. Consultant work on this plan is budgeted as a part of the City's agreement with AEM.

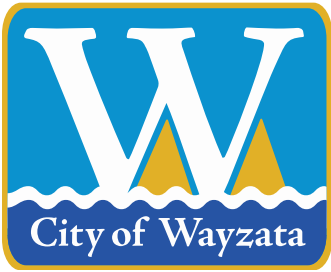
BACKGROUND:

At least once a year, the City updates its Long Term Financial Management Plan (LTFMP). This document ties together long term expenditures---operational, capital, and debt costs with long term revenues---general tax levy, enterprise funds/transfers, permit revenue, etc. This tool helps the Council frame annual budget decisions by looking at projected implications over a 5 year period.

Please see the attached memo and plan from the City's Consultant Finance Director, Steve McDonald. Mr. McDonald will be going over the memo at the meeting.

ATTACHMENTS:

1. Wayzata's Long Term Financial Management Plan, dated March 8, 2017



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: March 8, 2017
To: Mayor Willcox and Councilmembers
From: Jeff Dahl, City Manager
Steve McDonald, Contracted Finance Director
Subject: Long-term Financial Plan

Introduction

As discussed in prior communications to the City Council, we have been preparing a long-term plan for the City that is intended to give an overall view of the financial status now and five years from now. We have measured and projected operations, capital and debt for the City based on assumptions made by management. The documents are organized as follows:

Page 3-4: Schedule of Annual Fund Cash Balances - for 2014 to 2016 Actual and 2017 to 2021 Projected
Page 5: Schedule of Property Taxes Levied and Tax Rates
Page 6: Outstanding Debt Schedule
Page 7: Capital Improvement Plan - Proposed Capital Improvement Projects for 2016 to 2021
Page 8-9: Graphs - Tax Rates, Tax Rates Compared, General Fund Balance as a Percent of Expenditures, Cash Balance by Planned Use, Governmental Expenditures Per Capita, Debt Service Expenditures Per Capita, Property Tax Levy, Projected Tax Impact, Projected Debt Balances, Debt Per Capita, Historical Staffing by Full Time Equivalents – Governmental and Enterprise Funds

The City's assumptions made are as follows:

Assumptions

- Normal operating expenses will increase by a three percent inflation rate.
- The General fund tax levy increase is approximately three percent and relates to the expense inflation.
- There is no projected growth from new housing.
- The Capital Improvement funds have been scheduled as previously presented to City Council
- The monopoly project is assumed to be financed with internal funds

Key highlights

- The General fund maintains adequate working capital reserves throughout the life of the projection.
- The overall City tax rate projects to remain within a percentage point of the currently estimated 23.35 percent rate for the remainder of the projection. Wayzata compares very favorably to comparable cities and Hennepin County averages.
- The largest non-recurring project is the municipal ramp. The total cost programmed is \$10.8 million and the majority of the debt service is assumed to be funded by available funds within an existing TIF district. There is no annual general property tax levy assumed.
- Overall cash reserves fluctuate between \$10 million and are around \$15 million over life of the projection. The City has designated uses for nearly all funds of the City. The following funds have projected large decreases due to capital projects. It will be important to continue the existing process of prioritizing projects.
 - The Parks and Trails capital projects fund has a projected deficit in 2021.
 - General Improvement capital projects drops until 2020 but increases in 2021.
 - The Water enterprise fund has a stable balance for 2017 to 2020 but the balance declines due to capital projects in 2021.
 - The Sewer enterprise fund has deficit balance projected in 2020 and 2021 due to capital projects.
 - The Stormwater fund has deficits in 2017 and 2018 projected.
- The Liquor fund has completed a business plan including financial projections that show positive cash flow and positive net income. This long-term plan does not show an allocation of the profits above the amount needed for working capital since that allocation will be determined by council direction.
- There is no new debt assumed after the 2016 Municipal Ramp bond.

CITY OF WAYZATA
SCHEDULE OF ANNUAL FUND CASH BALANCES
FOR THE YEARS ENDED DECEMBER 31, 2014 TO 2016 (ACTUAL) AND 2017 TO 2021 (PROJECTED)

	2014		2015		2016		2017		2018		2019		2020		2021		Trend
	Actual Amounts	Actual Amounts	Actual Amounts	Actual Amounts	Actual Amounts	Actual Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	
GOVERNMENT-TYPE																	
General Operations																	
101 General	\$ 2,549,327	\$ 2,511,386	\$ 3,314,792	\$ 3,314,792	\$ 3,314,792	\$ 3,314,792	\$ 3,314,792	\$ 3,314,792	\$ 3,314,792	\$ 3,314,792	\$ 3,314,792	\$ 3,314,792	\$ 3,314,792	\$ 3,314,792	\$ 3,314,792	\$ 3,314,792	●
Special Revenue																	
232 Cemetery	\$ 45,509	\$ 47,523	\$ 47,623	\$ 47,623	\$ 8,682	\$ 8,682	\$ 8,769	\$ 8,769	\$ 8,857	\$ 8,857	\$ 8,946	\$ 8,946	\$ 9,035	\$ 9,035	\$ 9,035	\$ 9,035	●
235 Cable TV	51,294	45,935	35,476	35,476	35,587	35,587	35,702	35,702	35,821	35,821	35,943	35,943	36,067	36,067	36,067	36,067	●
236/240 Police Forfeiture	9,344	19,556	104,502	104,502	105,547	105,547	106,603	106,603	107,669	107,669	108,745	108,745	109,833	109,833	109,833	109,833	●
239 Comprehensive Plan	103,310	120,763	141,327	141,327	142,740	142,740	144,168	144,168	145,609	145,609	147,065	147,065	148,536	148,536	148,536	148,536	●
Subtotal	209,457	233,777	328,928	328,928	292,557	292,557	295,241	295,241	297,956	297,956	300,699	300,699	303,471	303,471	303,471	303,471	●
Debt Service																	
310 Superior/Lake Realignment	\$ 151,828	\$ 200,092	\$ 246,260	\$ 246,260	\$ 246,260	\$ 246,260	\$ 246,260	\$ 246,260	\$ 246,260	\$ 246,260	\$ 246,260	\$ 246,260	\$ 246,260	\$ 246,260	\$ 246,260	\$ 246,260	●
311 2009 Street Improvements	15,505	17,161	18,888	18,888	20,566	20,566	22,214	22,214	23,833	23,833	25,670	25,670	27,465	27,465	27,465	27,465	●
315 Big Woods	173,016	180,970	191,881	191,881	203,018	203,018	214,213	214,213	225,460	225,460	236,999	236,999	248,819	248,819	248,819	248,819	●
317 Parking Ramp assumed	-	-	98,312	98,312	0	0	(0)	(0)	285,652	285,652	317,012	317,012	354,286	354,286	354,286	354,286	●
Subtotal	340,349	398,223	555,342	555,342	469,844	469,844	482,687	482,687	781,205	781,205	825,941	825,941	876,830	876,830	876,830	876,830	●
Capital Projects																	
237 Fire Department Pull Tabs	91,117	53,976	105,684	105,684	106,741	106,741	107,808	107,808	108,886	108,886	109,975	109,975	111,075	111,075	111,075	111,075	●
401 Parking Ramp	284,321	732,192	9,258,397	9,258,397	-	-	-	-	-	-	-	-	-	-	-	-	●
425 Public Works Building	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	●
233 Lakefront Improvement	999,287	838,032	360,543	360,543	416,515	416,515	529,407	529,407	649,090	649,090	619,624	619,624	752,048	752,048	752,048	752,048	●
404 Parks and Trails Capital Projects	1,097,009	1,028,611	948,316	948,316	791,154	791,154	509,336	509,336	449,771	449,771	135,128	135,128	(15,313)	(15,313)	(15,313)	(15,313)	●
408 General Improvement Capital Projects	1,632,433	1,486,077	1,000,306	1,000,306	845,708	845,708	707,533	707,533	540,933	540,933	268,442	268,442	401,754	401,754	401,754	401,754	●
407 Telecom	129,140	475,776	421,114	421,114	346,392	346,392	411,428	411,428	415,542	415,542	419,698	419,698	423,895	423,895	423,895	423,895	●
409 Equipment Revolving	1,464,071	1,615,809	1,545,549	1,545,549	500,521	500,521	867,034	867,034	1,175,462	1,175,462	1,535,747	1,535,747	1,551,104	1,551,104	1,551,104	1,551,104	●
430 Street Improvements	2,334,327	1,715,324	1,520,698	1,520,698	620,286	620,286	161,554	161,554	547,414	547,414	784,636	784,636	1,061,980	1,061,980	1,061,980	1,061,980	●
437 Community Room/Library Improvement	423,134	431,922	310,324	310,324	523,360	523,360	489,830	489,830	553,659	553,659	525,323	525,323	593,095	593,095	593,095	593,095	●
Subtotal	8,454,839	8,377,719	15,470,931	15,470,931	4,150,677	4,150,677	3,783,931	3,783,931	4,440,757	4,440,757	4,398,573	4,398,573	4,879,638	4,879,638	4,879,638	4,879,638	●
Total - Governmental-type Funds	\$ 11,553,972	\$ 11,521,105	\$ 19,669,993	\$ 19,669,993	\$ 8,227,870	\$ 8,227,870	\$ 7,876,651	\$ 7,876,651	\$ 8,834,709	\$ 8,834,709	\$ 8,840,005	\$ 8,840,005	\$ 9,374,731	\$ 9,374,731	\$ 9,374,731	\$ 9,374,731	●

CITY OF WAYZATA
SCHEDULE OF ANNUAL FUND CASH BALANCES - CONTINUED
FOR THE YEARS ENDED DECEMBER 31, 2014 TO 2016 (ACTUAL) AND 2017 TO 2021 (PROJECTED)

BUSINESS-TYPE	2014 Actual Amounts	2015 Actual Amounts	2016 Actual Amounts	2017 Estimated Amounts	2018 Estimated Amounts	2019 Estimated Amounts	2020 Estimated Amounts	2021 Estimated Amounts	Trend
Enterprise Funds									
610 Water	\$ 4,158,092	\$ 3,939,867	\$ 2,498,868	\$ 1,991,947	\$ 1,371,398	\$ 1,405,234	\$ 1,426,998	\$ 697,085	●
620 Sewer	1,196,867	770,506	701,153	411,206	377,361	305,549	(189,523)	(310,041)	●
630 Licensing	22,684	55,301	224,920	343,119	464,515	589,198	717,262	848,820	●
640 Liquor	690,665	829,931	1,162,771	1,274,648	1,357,610	1,518,789	1,691,065	1,657,610	●
650 Solid Waste	240,155	229,461	226,563	229,258	232,034	234,893	237,838	240,872	●
670 Stormwater	659,011	445,510	573,921	(328,500)	(203,061)	82,231	293,095	595,647	●
Total - Business-type Funds	\$ 6,967,474	\$ 6,270,576	\$ 5,388,196	\$ 3,921,678	\$ 3,599,857	\$ 4,135,893	\$ 4,176,736	\$ 3,729,993	
COMPONENT UNIT									
Discretely Presented									
304 Central Area Tax Increment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	●
314 Widsten Tax Increment	680,318	762,905	7	7	7	7	7	7	●
316 Bay Center Tax Increment	(21,049)	451,816	741,898	838,442	939,407	1,044,970	1,155,317	1,155,317	●
440 Housing	347,823	285,626	28,844	28,844	28,844	28,844	28,844	28,844	●
Total - Component Unit Funds	\$ 1,007,092	\$ 1,500,347	\$ 770,749	\$ 867,293	\$ 968,258	\$ 1,073,821	\$ 1,184,168	\$ 1,184,168	
Grand Total - City	\$ 19,528,538	\$ 19,292,028	\$ 25,828,938	\$ 13,016,840	\$ 12,444,766	\$ 14,044,423	\$ 14,200,908	\$ 14,288,892	

CITY OF WAYZATA
SCHEDULE OF PROPERTY TAXES LEVIED AND TAX RATES
FOR THE YEARS ENDED DECEMBER 31, 2014 TO 2016 (ACTUAL) AND 2017 TO 2021 (ESTIMATED)

		2014	2015	2016	2017	2018	2019	2020	2021
		Actual	Actual	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
		Amounts	Amounts	Amounts	Amounts	Amounts	Amounts	Amounts	Amounts
Property Taxes Levied for General Purposes									
101	General Fund	\$ 3,845,723	\$ 3,926,983	\$ 4,056,795	\$ 4,155,216	\$ 4,178,496	\$ 4,303,849	\$ 4,432,961	\$ 4,565,952
Property Taxes Levied for Debt Service									
311	Public Facilities Authority Notes, Series 2000-A and 2000-B	\$ 35,603	\$ 34,815	\$ 34,028	\$ 33,240	\$ 32,453	\$ 31,665	\$ 36,075	\$ 35,004
315	G.O. Improvement Bond, Series 2005-A	211,050	213,150	213,518	213,728	213,780	213,675	218,663	223,335
3XX	Parking Ramp								
430	City Infrastructure	210,000	210,000	210,000	210,000	216,300	222,789	229,473	236,357
	<i>Subtotal</i>	456,653	457,965	457,546	456,968	462,533	468,129	484,211	494,696
	Certified Levy	4,302,376	4,384,948	4,514,341	4,612,184	4,641,029	4,771,978	4,917,172	5,060,648
	Fiscal Disparity Distribution Levy	26,850	32,602	36,870	37,976	39,115	40,289	41,498	42,742
	Local Levy	\$ 4,275,526	\$ 4,352,346	\$ 4,477,471	\$ 4,574,208	\$ 4,601,914	\$ 4,731,689	\$ 4,875,674	\$ 5,017,905
Tax Capacity									
Personal and Real Estate - Hennepin County									
Assumed new growth									
Less: Contribution to fiscal disparities									
Less: Tax Increment									
		(2,236,291)	(2,323,506)	(2,333,376)	(2,356,572)	(2,427,269)	(2,500,087)	(2,575,090)	(2,652,343)
		(413,582)	(1,309,643)	(1,050,000)	(2,505,394)	(2,580,556)	(2,657,972)	(2,737,712)	(2,819,843)
	Tax capacity used for local rate	15,448,347	16,103,585	18,116,016	18,680,274	19,240,682	19,817,903	20,412,440	21,024,813
	Add: Distribution from fiscal disparities	103,190	123,909	127,626	150,298	154,807	159,451	164,235	169,162
	Adjusted net tax capacity	\$ 15,551,537	\$ 16,227,494	\$ 18,243,642	\$ 18,830,572	\$ 19,395,489	\$ 19,977,354	\$ 20,576,674	\$ 21,193,975
Tax Rates									
General									
Scheduled debt levies									
Proposed debt levies									
		24.74%	23.51%	22.21%	21.03%	20.53%	20.56%	20.57%	20.58%
		2.94%	2.74%	2.51%	1.23%	2.27%	2.24%	2.25%	2.23%
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Direct Tax Rate (factors Fiscal Disparities not reflected in tax									
		27.68%	26.25%	24.72%	23.34%	22.81%	22.80%	22.81%	22.80%
Population									
		4,476	4,476	4,476	4,476	4,476	4,476	4,476	4,476
Taxes per Capita									
		\$ 961	\$ 980	\$ 1,009	\$ 1,030	\$ 1,037	\$ 1,066	\$ 1,099	\$ 1,131
Median Home Value (Jan 2)									
		\$ 457,000	\$ 444,000	\$ 475,000	\$ 503,500	\$ 508,535	\$ 513,620	\$ 518,757	\$ 523,944
Median Home Taxes (from city)									
		1,265	1,166	1,174	1,175	1,160	1,171	1,184	1,195
% change from prior year \$'s									
		11.49%	-7.84%	0.72%	0.11%	-1.32%	0.96%	1.08%	0.95%
Tax Capacity Growth Rates									
		0.95%	4.35%	3.22%	3.00%	3.00%	3.00%	3.00%	3.00%
Budget Growth Rates									
		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

CITY OF WAYZATA, MINNESOTA
OUTSTANDING DEBT SCHEDULE
FOR THE YEARS ENDED DECEMBER 31, 2014 TO 2016 (ACTUAL) AND 2017 TO 2021 (ESTIMATED)

Fund	Issue	Original Issue	Issue Date	Maturity Date	Interest Rate	2014 Actual Balance	2015 Actual Balance	2016 Estimated Balance	2017 Estimated Balance	2018 Estimated Balance	2019 Estimated Balance	2020 Estimated Balance	2021 Estimated Balance
GOVERNMENT-TYPE													
<i>General Obligation Bonds</i>													
		\$3,135,000 orig											
315	2004A/2012A (refunding) Big Woods Referendum	\$1,925,000 ref	09/05/2012	12/01/2023	2.00 - 3.00		\$ 1,445,000	\$ 1,285,000	\$ 1,120,000	\$ 950,000	\$ 775,000	\$ 590,000	\$ 395,000
311	G.O. Street Reconstruction Bonds, Series 2009B	370,000	05/19/2009	12/01/2023	3.00 - 3.875	245,000	220,000	195,000	170,000	145,000	120,000	90,000	60,000
310	G.O. Improvement Bonds, Series 2010A	2,695,000	09/01/2010	12/01/2030	3.00 - 3.50	2,560,000	2,430,000	2,300,000	2,165,000	2,025,000	1,880,000	1,730,000	1,580,000
TOTAL GOVERNMENT-TYPE BONDS						4,405,000	4,095,000	3,780,000	3,455,000	3,120,000	2,775,000	2,410,000	2,035,000
BUSINESS-TYPE													
<i>Revenue Bonds</i>													
405	G.O. Water Revenue Bonds, Series 2009A	3,870,000	05/19/2009	12/01/2031	2.00 - 4.375	3,420,000	3,270,000	3,115,000	2,960,000	2,800,000	2,630,000	2,455,000	2,275,000
<i>General Obligation Bonds</i>													
410	G.O. Liquor Store Bonds, Series 2011A	3,375,000	03/01/2011	12/01/2035	2.00 - 4.40	3,175,000	3,075,000	2,970,000	2,860,000	2,750,000	2,635,000	2,515,000	2,390,000
405	G.O. Special Assessment Bonds, Series 2012B	1,520,000	09/05/2012	12/01/2032	2.00 - 3.00	1,400,000	1,335,000	1,270,000	1,205,000	1,135,000	1,065,000	995,000	925,000
406	G.O. Special Assessment Bonds, Series 2012C	545,000	09/05/2012	12/01/2027	2.00 - 3.00	510,000	475,000	440,000	405,000	370,000	335,000	295,000	255,000
TOTAL BUSINESS-TYPE						8,505,000	8,155,000	7,795,000	7,430,000	7,055,000	6,665,000	6,260,000	5,845,000
TOTAL PRIMARY GOVERNMENT						\$12,910,000	\$ 12,250,000	\$ 11,575,000	\$ 10,885,000	\$ 10,175,000	\$ 9,440,000	\$ 8,670,000	\$ 7,880,000
COMPONENT UNIT													
<i>G.O. Tax Increment</i>													
314	2010B Refunding Tax Increment Bonds	1,265,000	09/01/2010	12/01/2015	2.00	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3xx	2016 G.O. TIF - Parking Ramp	-	06/01/2016	12/01/2035	3.06	-	-	7,725,000	7,725,000	7,725,000	7,725,000	7,460,000	7,190,000
TOTAL COMPONENT UNIT						\$ 270,000	\$ -	\$ 7,725,000	\$ 7,725,000	\$ 7,725,000	\$ 7,725,000	\$ 7,460,000	\$ 7,190,000
TOTAL ALL FUNDS						\$13,180,000	\$ 12,250,000	\$ 19,300,000	\$ 18,610,000	\$ 17,900,000	\$ 17,165,000	\$ 16,130,000	\$ 15,070,000

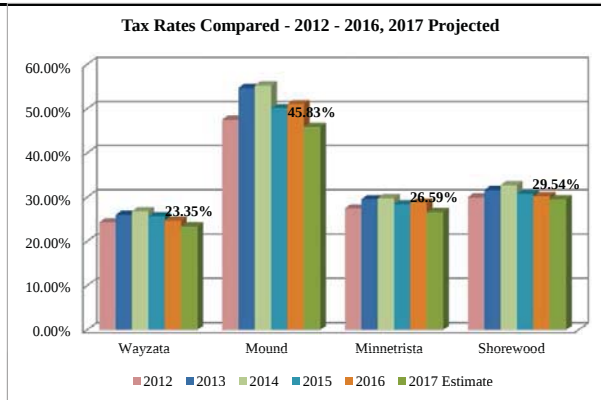
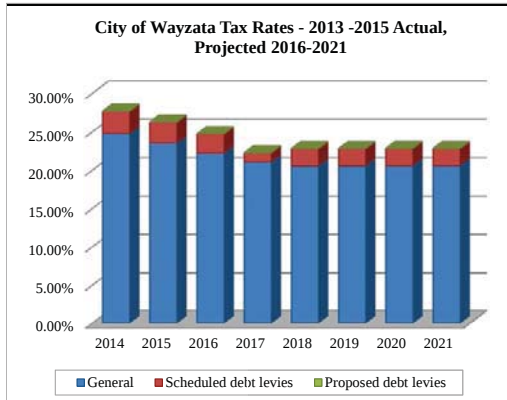
CITY OF WAYZATA, MINNESOTA
CAPITAL IMPROVEMENT PLAN
PROPOSED CAPITAL IMPROVEMENT PROJECTS FOR 2016 TO 2021

	2016	2017	2018	2019	2020	2021	Total
General Fund							
408 \$	811,200	\$ 428,500	\$ 501,400	\$ 528,400	\$ 632,200	\$ 225,800	\$ 3,127,500
Streets Fund							
430	1,074,200	992,160	968,100	163,700	319,000	284,500	3,801,660
Parks and Trails Improvement Fund							
404	121,200	64,800	295,750	71,800	325,015	158,500	1,037,065
Lakefront Improvement Fund							
233	411,900	120,100	-	-	155,400	-	687,400
Equipment							
409	792,889	1,472,287	355,613	247,162	323,658	-	3,191,609
Stormwater Improvement Fund							
670	25,000	1,286,800	153,000	-	81,900	-	1,546,700
Water Improvement Fund							
610	1,499,200	144,600	646,700	-	-	736,200	3,026,700
Sewer Improvement Fund							
620	239,900	123,600	16,000	40,500	447,400	57,800	925,200
Liquor Enterprise Fund							
640	116,400	-	72,300	-	-	213,100	401,800
Library Fund							
437	26,000	-	95,500	-	94,100	-	215,600
Cemetery Fund							
232	-	39,400	-	-	-	-	39,400
Telecom Fund							
232	61,900	434,100	-	-	-	-	496,000
Downtown Parking District Fund							
401	85,000	11,369,100	242,300	102,000	105,000	107,900	12,011,300
Total	\$ 5,264,789	\$ 16,475,447	\$ 3,346,663	\$ 1,153,562	\$ 2,483,673	\$ 1,783,800	\$ 30,507,934

Percent of total
capital - Next 5
years

Fund	
General Fund	
408	26.4%
Streets Fund	
430	32.1%
Parks and Trails Improvement Fund	
404	8.8%
Lakefront Improvement Fund	
233	5.8%
Equipment	
409	26.9%
Total	100.0%
	\$ 11,845,234

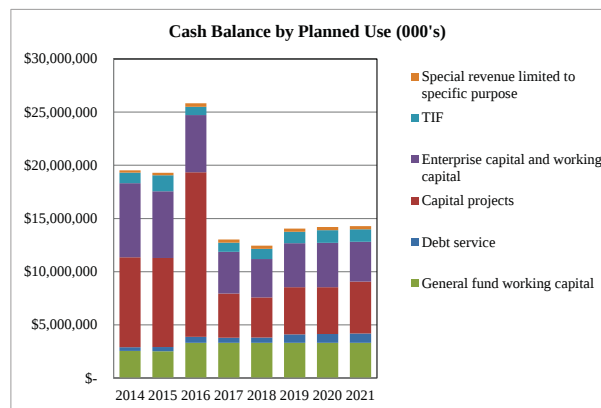
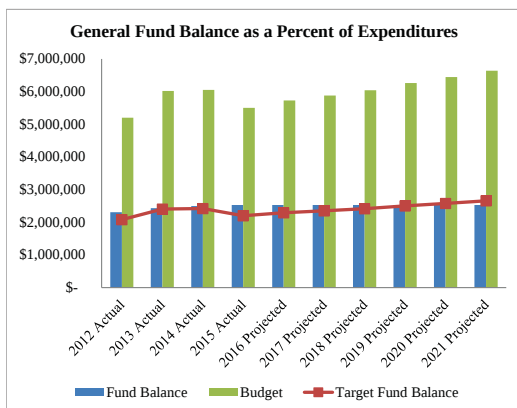
Tax Rates



Tax Rates:

Tax rates are a function of the levy and total tax base. The city tax rate is computed by dividing the city levy by the taxable tax capacity. The City has a goal of maintaining a consistent tax levy. Comparable communities are provided for reference.

General Fund Operations and All Funds Cash Balances



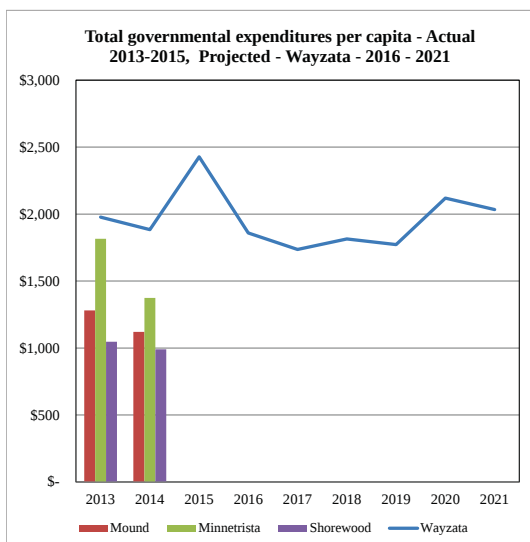
General Fund Balance as a Percent of Expenditures:

The General fund balance should be maintained at a level to provide for adequate working capital reserves. Typically a 50% reserve is a sufficient target and that appears to be an adequate target for Wayzata based on revenue and expenditure patterns. The City can build to this target by adding to contingency each year. This can be accomplished by reducing expenditures and maintaining the same level of revenue or increasing tax levy.

Cash Balance by Planned Use (000's):

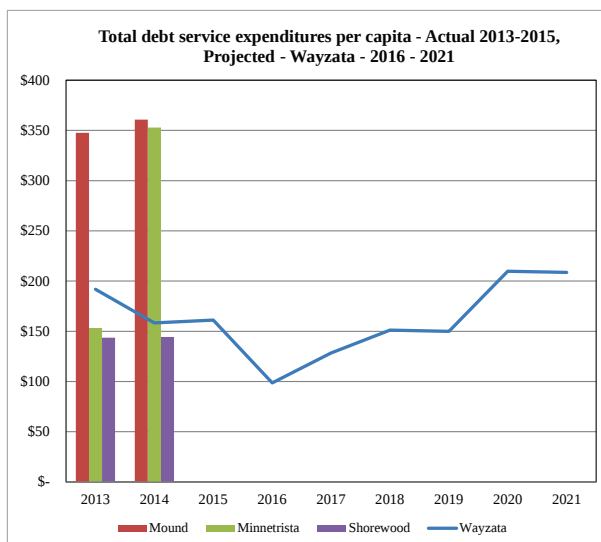
The balances represented in this graph are categorized by the planned use and/or limitations determined by statute.

Governmental Fund Operations



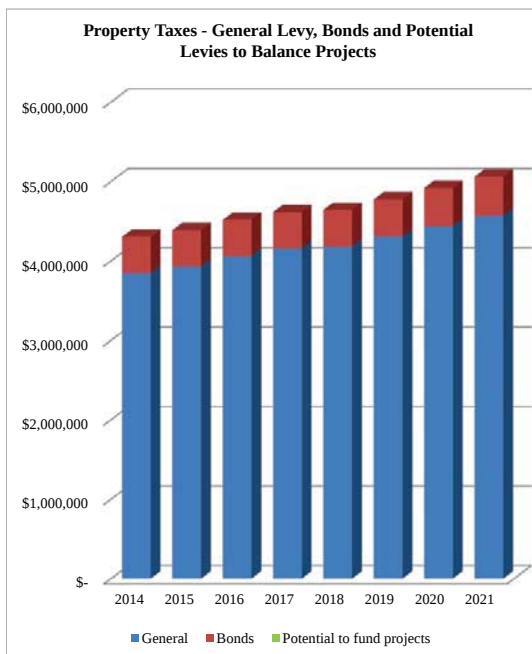
Governmental Expenditures per Capita (Funding Ratio)

This dollar amount is arrived at by dividing the total governmental expenditures by the population of the City and represents the amount of general fund expenditures for each citizen of the City during the year. Since this is generally based on all governmental expenditures, we would expect some fluctuation of results due to timing of capital projects.



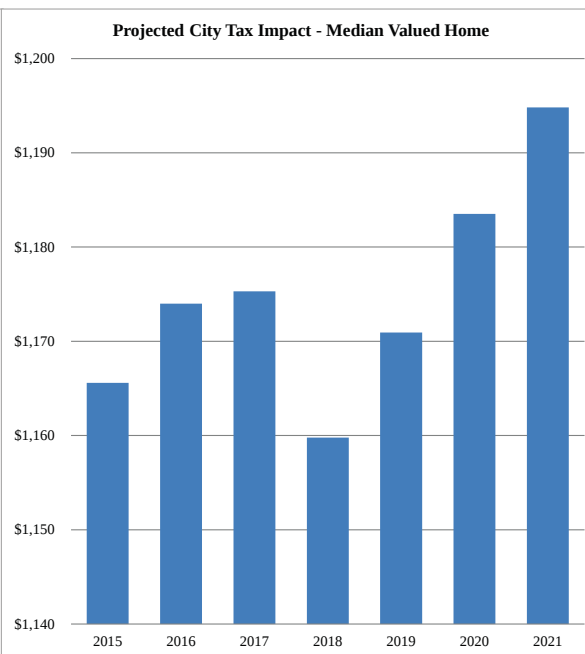
Debt Service Expenditures per Capita (Funding Ratio)

This dollar amount is arrived at by dividing the total debt service expenditures by the population of the City and represents the amount of debt service for each citizen of the City during the year. Debt service is also a component of the governmental expenditures.



Percent of Property Taxes - General Levy and Bonds

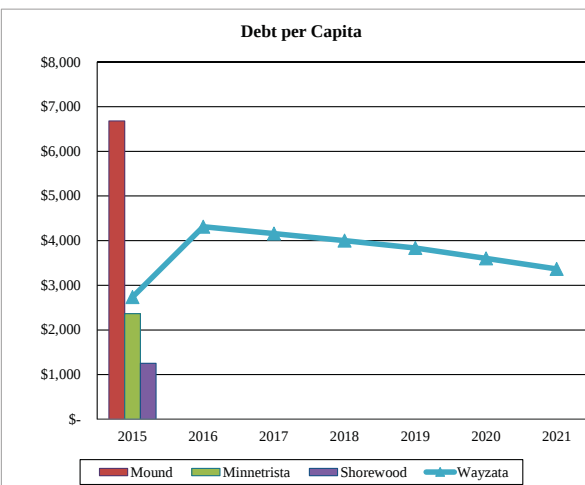
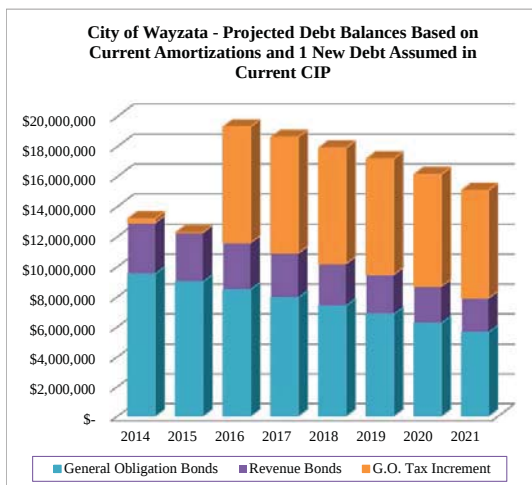
This graph highlights the percent of levy by planned use. It is notable that 10% of the levy is allocated to debt in 2016.



Projected City Tax Impact - 2016 \$475,000 home; 2017 \$500,000

The overall property tax levy for an average valued house is highlighted above

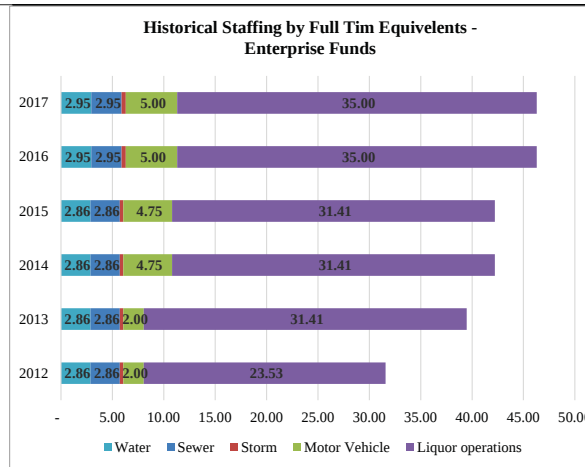
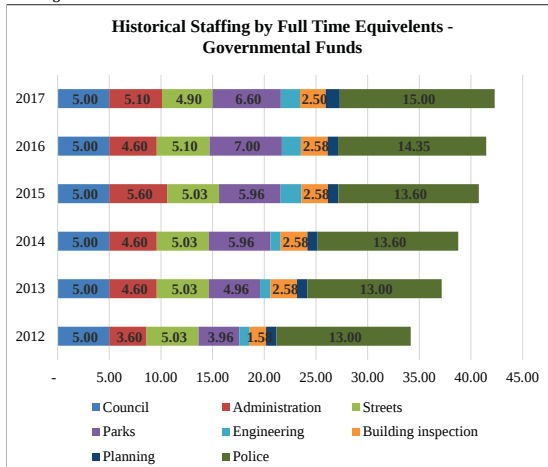
Debt



Debt Balances

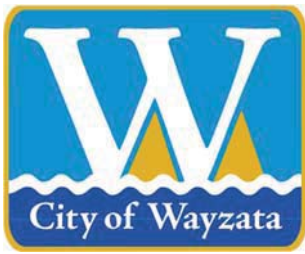
The large increase in debt was due to the issuance of the parking ramp bonds which will be funded with tax increment. This contributes to a higher debt per capita number than comparable cities.

Staffing



Staffing

The historical staffing levels for the previous five years and the current year budget are included above.



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2017	AGENDA ITEM: 8c
TITLE: Authorize Ad for Bid for 2017 Street Improvement project	
PROPOSED MOTION: Authorize Ad for Bid for 2017 Street Improvement project	
PREPARED BY: Mike Kelly, City Engineer/Asst. Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

To authorize the Advertisement for Bid for the City's 2017 Street Improvement project.

FINANCIAL OR BUDGET CONSIDERATION:

This project is proposed to be funded through the use of the Street Capital Improvement Program (CIP). The CIP currently has \$835,000 budgeted for 2017 street improvements.

BACKGROUND:

The Public Works Department is proposing that the following streets be considered for rehabilitation as part of City street project STR-2017-01:

Full Reconstruction

- Glenbrook Road (with concrete curb and gutter)

Mill & Overlay

- Hillside Drive
- Huntington Ave. S. (Next to Edina Realty and Eurosport)

ATTACHMENTS:

1. Draft Advertisement for Bid

ADVERTISEMENT FOR BIDS

2017 STREET IMPROVEMENTS PROJECT

CITY PROJECT NO. STR-2017-01

FOR THE CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Wayzata at the office of the City Manager until 10:00 a.m. CDT, Thursday, May 4, 2017, at the City Hall, 600 Rice Street East, Wayzata, MN 55391, and will be publicly opened and read at said time and place by representatives of the City of Wayzata. Said proposals for the furnishing of all labor and materials for the construction, complete in-place, of the following approximate quantities:

2,000	CY	Common Excavation
2,500	SY	Remove Bituminous Pavement
2,500	SY	Reclaim Bituminous Pavement
7,200	SY	Mill Bituminous Pavement (1.5" – 2.5")
2,000	TON	Aggregate Base
2,500	TON	Bituminous Paving
4,000	LF	Concrete Curb & Gutter
2,500	SY	Turf Establishment

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

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

Complete digital Proposal Forms, Plans, and Specifications for use by Contractors submitting a bid are available at www.questcdn.com. You may download the digital plan documents for a nonrefundable fee of \$25.00 by inputting Quest project #5007535 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

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

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

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

DATED: April 4, 2017

BY ORDER OF THE CITY COUNCIL

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

PUBLISHED IN THE: Wayzata Sun Sailor
Finance & Commerce

April 13, 2017
April 20, 2017 and April 27, 2017