

WAYZATA CITY COUNCIL MEETING AGENDA
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, June 6, 2017

4:00 PM Mill Street Parking Ramp Tour

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

WORKSHOP TOPIC FOR DISCUSSION:

1. Strategic Planning Recap (5:00 PM)

7:00 PM - CITY COUNCIL MEETING

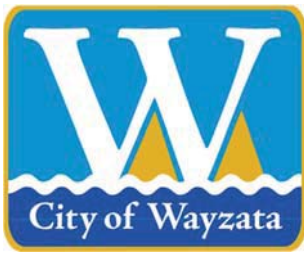
ITEM	DESCRIPTION	PRESENTER	DK	ST	KW	JM	AP	VOTE	PAGE #
1	Call to Order								
2	Pledge of Allegiance								
3	Roll Call								
4	Approve Agenda								
5	Public Forum - 15 Minutes (3 min/person)								
a.	LMCD Update-Presented by Dan Baasen LMCD Representative and Vickie Schleuning Executive Director	Baasen							
b.	Bushaway Landscaping Update	Amdal							
6	New Agenda Items (3 min/councilmember) - 1. Councilmember suggest item to add; 2. Must be seconded by another Councilmember; 3. Determine staff resources, scheduling & timeframe; 4. Discuss & vote to add to future agenda								
a.									
7	Consent Agenda								3
a.	Approval of City Council Workshop Meeting Minutes of May 16, 2017 and City Council Regular Meeting Minutes of May 16, 2017								
b.	Approval of Check Register								
c.	Approval of Municipal Licenses								
d.	Approval of Speed Study for Wayzata Boulevard at Ferndale Road by SRF								
e.	Approval of Purchase of Security System for Mill Street Parking Structure								
f.	Approval of Professional Services Agreement with Metro West Inspection Services, Inc. for Building Inspection Services								
g.	Approval of Resolution No. 18-2017 Approving and Authorizing Execution of the RLS for The Landing at 901 Lake Street E								
h.	Approval of Resolution No. 20-2017 Approving Temporary Encroachment Permit for the Landing at 901 Lake Street E								
8	Public Hearing								
a.	PUBLIC HEARING AND CONSIDER APPROVAL of Resolution No. 19-2017 Vacating a Drainage & Utility Easement and Acknowledging Grant of a New Drainage and Utility Easement at 901 Lake Street E	Thomson							79
9	New Business								
a.	Consider Speed Hump Installation Petition on Hollybrook Road	Kelly							87
b.	Consider Options for Proposed Reconfiguration of Wayzata Blvd/Superior Blvd Intersection	Kelly/SRF							102
c.	Consider Approval of Professional Services Agreement with Future IQ, Inc. for Comp Plan Community Visioning Services	Thomson							131
d.	Consider First Reading of Ordinance No. 773 Amending Chapter 309 of the City Code (Use of City Parks)	Kelly							165
e.	Consider Approval of 2017-2018 Assessing Contract with Southwest Assessing	Dahl							169
f.	Consider First Reading of Ordinance No. 772 Amending Chapter 710 and Section 801.36 of the City Code Pertaining to Tree Regulations	Thomson							176
10	City Manager's Report and Discussion Items								
11	Public Forum (as necessary)								
12	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 - June 20 and WEDNESDAY July 5, 2017
Planning Commission - June 19 & July 17, 2017 (July 3, 2017 meeting cancelled)



City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM: 7a
TITLE: Approval of City Council Workshop Meeting Minutes of May 16, 2017, and City Council Regular Meeting Minutes of May 16, 2017	
PROPOSED MOTION: To approve the City Council Workshop Meeting Minutes of May 16, 2017, and City Council Regular Meeting Minutes of May 16, 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 May 16, 2017
2. Draft City Council Meeting Minutes of May 16, 2017

WAYZATA CITY COUNCIL
DRAFT - WORKSHOP MEETING MINUTES
May 16, 2017

6:00 PM Update on Access to Lake Street from Steele Fitness

Mayor Willcox called the meeting to order at 6:00 pm in the Community Room at Wayzata City Hall. Council Members present: Koch, McCarthy, Plechash, and Tyacke. Also present: City Manager Dahl, and City Engineer/Assistant Director of Public Works Kelly.

Mr. Kelly stated that at the April 18 City Council meeting, it was brought up that there have been several complaints that exiting the Steele Fitness parking lot is challenging due to proximity of the on-street parking to the driveway entrance.

Mr. Kelly advised that currently, between Broadway Avenue and the Steele Fitness driveway, there is space for nine (9) parallel parking stalls. East of the Steele Fitness driveway, there are four (4) parallel parking stalls.

Mr. Kelly stated that if the Council recommends improved sightlines, one (1) one parking stall can be removed in each direction and the adjacent curb can be painted yellow, delineating "No Parking".

As a temporary measure, the Council directed staff to: get feedback from abutting businesses/property owners; block off the parking stalls; take pictures of the visual site lines; and bring back the information to the City Council at their June 20, 2017 meeting.

6:30 PM Update on Complaint Regarding Speeding on Wayzata Blvd.

Mayor Willcox called the meeting to order at 6:00 pm in the Community Room at Wayzata City Hall. Council Members present: Koch, McCarthy, Plechash, and Tyacke. Also present: City Manager Dahl, and Chief of Police Risvold.

Chief Risvold reported that over the course of the past several years, the resident at 176 Babcock Lane has expressed concerns regarding speeding vehicles on Wayzata Blvd. west of Ferndale Road to the Highway 12 Bridge. This is a posted 35 MPH zone that turns into a 50 MPH zone at the east end of the bridge. It encompasses approximately 1/10 of a mile, or a little more than one city block. City staff has responded to these complaints in the following ways:

- Extra speed enforcement
- Moving existing speed limit signs as close to the east side of the bridge as possible
- Request of MnDOT to post the speed limit signs on the west end of the Highway 12 bridge
- Install a dynamic speed feedback sign (\$5000 cost)
- Improve and relocate existing signage in the area

Chief Risvold commented that many hours of speed enforcement in the area have yielded few results relative to citations and warnings. There is little, if any crash data in the area to warrant extra patrol time. There are many other areas within the city that demand far greater attention, but because of these multiple complaints from one resident residing on an adjacent roadway, the department has spent significant time in the area. The other responses listed above have not satisfied the resident completely.

Chief Risvold reported that the city does not have the authority to change speed limits or zones. That responsibility is left with the Commissioner of Transportation. In order to accomplish this, a city council is required to pass a resolution authorizing a speed study. The speed study then determines actual speeds in an area over a period of time. That information is used to guide a change in speed limit (up or down) or to keep the limit the same.

1 Chief Risvold recommended that the City Council entertain requesting a speed study to determine what
2 the speed limit should be in the area. In addition, larger and florescent placarded signage could be added
3 to the area. A larger dynamic speed feedback sign could also be effective (at a significant cost).
4

5 David Kirkland, 176 Babcock Lane West along with Daniel and Eileen Drotning, 120 Westwood Lane
6 South, indicated their strong desire for a safer intersection that would be less noisy for his surrounding
7 neighborhood.
8

9 The Council directed staff to obtain a proposal for a speed study, install larger speed limit signs, and
10 install flags on the reduce speed limit ahead signs.
11

12 The workshop meeting was adjourned at 6:55 pm.
13

14 Respectfully submitted,
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18 Becky Malone
19 Deputy City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
May 16, 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, Plechash and Tyacke. Also present: City Manager Dahl, Director of Planning and Building Thomson, City Engineer Kelly, Director of Public Service Dudinsky, and City Attorney Schelzel.

AGENDA ITEM 4. Approve Agenda.

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

AGENDA ITEM 5. Public Forum – 16 Minutes (3 minutes per person).

a. Heritage Preservation Board Presentation of the Mayor's Best Historic Restoration Award 2017

Kim Anderson, Chair of the Heritage Preservation Board (HPB), outlined the process for choosing the home at 495 Highcroft Road for this award. After reporting on the history of the home, she presented the 2017 Mayor's Best Historic Restoration Award to Peter and Kimberly Walsh and their children, along with a sketch of the home done by Merrily Babcock.

Mayor Willcox thanked the Walsh's for the work they have done on their home.

Ms. Walsh thanked the HPB for the award and for preserving some of the City's past.

b. Recognition of Retiring Police Officer Bob Vanderheiden

Police Chief Risvold reported Bob Vanderheiden has been in law enforcement for 31 years, 23 of which were with the City of Wayzata. He recently retired and moved with his wife to East Grand Forks. Police Chief Risvold thanked him for his service, professionalism, and character with the City. There are several pictures on Facebook from an open house held in his honor last night.

Mayor Willcox commented Mr. Vanderheiden was the first police officer he met when he first moved to Wayzata and he was very friendly, outgoing, and competent. He thanked him for his years of service with the City.

Mr. Plechash commented Mr. Vanderheiden was also a great friend of the Fire Department.

c. Sidewalk Request

Daniel Drotning, 120 Westwood Lane, commented on the sidewalk that stops at Old Wayzata Boulevard and does not pick up again until Lake Street. He requested the Council consider extending the sidewalk, or include it in the next budget year as a good improvement toward the walkability of Wayzata. He clarified the area is along Ferndale Road starting at Old Wayzata Boulevard and running south towards Meyers Dairy.

City Engineer Kelly commented with utilities and right-of-way, they do not have the space to support a sidewalk. They will be implementing a trail with Three Rivers Park District to improve connections from Dakota Rail Trail to the Luce Line Trail with "Share the Road," which includes additional striping and signage along the roadway. They will look into furthering the sidewalk in the area suggested by Mr. Drotning.

AGENDA ITEM 6. New Agenda Items.

None.

AGENDA ITEM 7. Consent Agenda.

Mr. Plechash referred to item No. 7(f), and inquired if two electric charging stations in the ramp are enough, and if the City would have a fee for the cars to be electrically charged.

City Manager Dahl responded the two charging stations allows for four charging stalls. City Engineer Kelly stated the technology of the charging stations have the ability to be extended with additional electrical work. They are looking into what the market rate is to charge for this service and how to implement it.

Mrs. McCarthy commented the University of Minnesota has similar charging stations in their various ramps. Mr. Dahl stated they would look into how they handle their fees.

Mr. Koch inquired if parking in front of the charging stations is limited to electric cars only. Mr. Kelly stated they will be designated and signed for electric cars only.

Mr. Koch inquired about the remaining contingency balance for the ramp. Mr. Dahl commented they have used about half of the contingency, with a couple more change order requests. These will be presented at the June Council meeting, and include a directional kiosk sign and security cameras. With these requests, they still plan to be at \$200,000 under budget.

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

- a. Approval of City Council Workshop Minutes of May 2, 2017, and City Council Regular Meeting Minutes of May 2, 2017, and Special City Council Meeting Minutes of April 24, 2017.

- b. Approval of Check Register

- c. Approval of Municipal Licenses

- d. Police Activity Report

- e. Building Activity Report

- f. Approval of Change Order Request for Mill Street Parking Ramp

The motion carried 5/0.

AGENDA ITEM 8. New Business.**a. 2016 Audit Report Presented by Bill Lauer, MMKR**

Bill Lauer, MMKR, described their role in preparing the 2016 Audit Report. He stated that MMKR has issued an unmodified “Clean” opinion on the City’s basic financial position of the City. Similar to past years, they have identified “Segregation of Duties” as a weakness in internal control over financial reporting. This is primarily caused by the limited size of the City’s office staff, but does not recommend any changes.

Mr. Lauer commented there were no compliance items to note on the financial statements or the Minnesota legal compliance level. The two findings with the Minnesota Legal Compliance that were part of the 2015 audit were corrected in 2016. While the Council is involved in reviewing financial information quarterly, they recommend it receive summarized data more frequently and in a timely manner.

The Council asked questions about the “Segregation of Duties” finding, if there was a way to mitigate this finding in future years, and if the audit would uncover fraudulent transactions.

Mr. Lauer responded the finding indicates that due to a smaller amount of people in the office, there is a higher level of risk than if the financial duties were spread out among more people working in the office. It is not a comparison based on the size of the City and does not affect the City’s credit rating. A possible way to mitigate this finding would be to use an outside consultant for some financial transactions that would in turn move some of the checks and balances outside of the internal organization. The audit is not designed to detect fraud, but they do

interview people outside the finance department to see if anything comes up as a risk area they should look into.

Mr. Lauer completed the presentation of the 2016 Audit Report.

Mrs. McCarthy referred to the report that showed the sewer and water fund fees are not covering depreciation, and inquired if staff will review fees to be charged in the future. Mr. Dahl responded based on this recent report, they plan to do a rate analysis to make sure they are keeping up.

Mr. Tyacke referred to the 2011 interfund loan of \$600,000 for liquor operations, and inquired if there are restrictions of the funds that require it to be paid back or if the Council needs to take action every year to transfer an excess back to the City. Mr. Lauer stated they are following an amortization schedule to pay it back and it is included in the operating expenses.

Mr. Koch stated the staff is doing a great job with their limited resources and he thanked them for their cooperation in preparing the Audit Report.

Mayor Willcox pointed out their reserves are back at 40 percent, which is their target.

Mr. Tyacke made a motion, seconded by Mr. Koch to accept the 2016 Audit Report. The motion carried 5/0.

b. Consider Resolution No. 17-2017 Approving Excess Revenue Transfers

City Manager Dahl reported the City has \$1,365,000 in excess funds to transfer into its capital improvement funds. As a result of previous Council action, \$130,000 of that amount has been approved for Bushaway Road Landscaping and \$499,000 has been allocated for the Mill Street Parking Ramp, leaving balance of approximately \$736,000. At a workshop held in May, the Council determined the following priorities for this excess: Lakefront Fund (Lake Effect), \$305,500; General CIP Fund, \$305,500; Parks and Trails CIP, \$75,000; and, General CIP (JW Anderson Memorial), \$50,000.

Mrs. McCarthy inquired about the Lakefront Lake Effect designated money and requested an update on the police memorial. Mr. Dahl confirmed the Lakefront money would go toward improvements north of the railroad tracks. Regarding the police memorial, the committee has met with a designer of monuments and received good feedback. When they come to a consensus, the cost of the memorial will be clearer and they can start to talk about if more than the designated \$50,000 is needed and how it will be funded.

Mayor Willcox inquired if the \$305,500 designation to the General CIP is adequate to cover future deficits. Mr. Dahl confirmed it is adequate.

Mayor Willcox commented they had requested Parks and Trails board come up with a plan to show how any specific project might fit into the future growth and plan.

Mr. Plechash made a motion, seconded by Mr. Tyacke to approve Resolution No. 17-2017 approving excess revenue transfers. The motion carried 5/0.

Mayor Willcox pointed out these excess funds are generated by development and as that starts to die down, so will the excess funds.

c. Update on Fishing Restriction in Marina

City Engineer Kelly reported at a previous meeting, a citizen voiced concern with fisherman fishing between boats at the marina, hooks being found in boat covers, and the possibility of lines getting tangled in propellers. In response to this concern, staff suggests the Council consider restricting fishing to three loading docks within the marina. Chapter 309 of the City Code may require an amendment to appropriately define any suggested changes to fishing allowances.

Mrs. McCarthy inquired about the hours of operation. Mr. Kelly responded currently there are restricted hours for fishing within the current park hours, which limits it from 5:00 a.m. to 10:00 a.m. He suggested it be similar on the loading docks to ensure the daily use of the loading docks.

1 Mrs. McCarthy inquired if signage will be posted. Mr. Kelly suggested signage be posted
2 at the entrance points to the boardwalk around the marina along with at the end of each of the
3 loading docks.

4 Mrs. McCarthy suggested due to language barriers, and image be used to show where
5 fishing is allowed. She also inquired about hiring someone to be at the marina, similar to the dock
6 masters at the Broadway docks. Mr. Kelly stated the dock masters show transient boats where to
7 park, and at the marina, each slip holder has a permit for annual use of their slips and the slip
8 holders know where their slip is. They could possibly look into enforcement by the administrative
9 staff when they do their routine checks at the marina.

10 Mr. Tyacke inquired about people fishing in the marina before opening fishing and if the
11 Department of Natural Resources (DNR) checks to see if people have fishing licenses. Mr. Kelly
12 stated there are specific dates relating to what is allowed to be fished and he is not aware if the
13 DNR has checked people for fishing licenses in the marina.

14 Mr. Plechash commented when the amendment is made, there is a misspelled word that
15 should be corrected and Sunsets is no longer at the Broadway dock.

16 Dan Gustafson, 1040 E Circle Drive, commented there is good fishing from the walking
17 bridge, questioned whether it is practical to have all the fishing on the loading docks, and
18 requested the Council gather more feedback from the community before making a decision.

19 Mr. Koch commented after visiting the marina, he can see the concern of the boat
20 owners. The marina is there for the boats, fishing is a benefit, and this is a reasonable solution to
21 allow fishing, but also respecting boat owners.

22 City Manager Dahl pointed out with Lake Effect, there will be more fishing opportunities
23 in the future.

24 Mr. Kelly commented the primary concern is fishing between the boats. There may be
25 other areas that fishing could be allowed besides the loading docks.

26 Mr. Tyacke stated when he is at the marina, the people he sees fishing are not from
27 Wayzata and they may not have the same level of caution as someone from Wayzata would.

28 Mrs. McCarthy pointed out that the area between slips 52 and 53 could also be a safe area
29 for fishing without risking damage to boats. Mr. Kelly agreed and confirmed the area on the north
30 end of the marina, the area adjacent to the bridge, the loading docks, and south of slip 24 in the
31 channel are all possibilities.

32 Mr. Tyacke made a motion, seconded by Mrs. McCarthy to direct staff to recommend
33 amendments to the ordinance and bring them back to the Council. The motion carried 5/0.

34 35 **d. Award Bid for 2017 Street Improvements**

36 City Engineer Kelly reported this portion of the 2007 Street Improvement Project will include full
37 reconstruction of Glenbrook Road with curb and gutter, and mill and overlay on Hillside Drive
38 and Huntington Avenue South. Additionally, Edina Realty has verbally agreed to cover the cost
39 of repaving behind their building (Alternate 1). The Public Works Department received 7 bids
40 and staff recommends awarding the low bid of \$377,978.42 including Alternate 1, to Valley
41 Paving, Inc. The project will be funded through the Street Capital Improvement Program which
42 has \$835,000. Other projects programmed for 2017 from this fund include Circle E Drive and
43 converting the one-way portion of Grove Lane to a two-way.

44 Mr. Tyacke inquired if the mill and overlay will close Hillside Drive. Mr. Kelly
45 responded it will be done in a way that will maintain access to the road.

46 Mrs. McCarthy inquired about the history of street improvements on Glenbrook. Mr.
47 Kelly responded in 1994, they did the northern portion of Glenbrook Road as part of the Gleason
48 Creek improvements.

49 Mr. Plechash inquired if they have previously done business with any of the listed
50 contractors. Mr. Kelly stated they have done business with all of them except Park Construction,
51 and based on prior work, he would be happy to work with any of the contractors listed.

1 Mr. Plechash made a motion, seconded by Mr. Tyacke to award the low bid of
 2 \$377,978.42, including Alternate 1, to Valley Paving, Inc. for the 2017 Street Improvement
 3 Project. The motion carried 5/0.

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 5 **e. Consider Ordinance No. 772 Amending Chapter 710 and Section 8001.36 of the City**
 6 **Code Pertaining to Tree Regulations**

7 Director of Planning and Building Thomson reported on the background of the tree ordinance
 8 amendment and highlighted three categories of proposed changes: 1) “Clean-up” items: Several
 9 sections were identified where the regulations and standards could be stated more clearly; 2)
 10 Adds a look-back clause: a two-year lookback for subdivision, public infrastructure projects, and
 11 construction of single-family home; and a one-year lookback for expansions to single-family
 12 homes, land disturbance permits, and design review; and, 3) Adds a tree removal permit
 13 requirement.

14 Mr. Thomson reported the Planning Commission expressed support for the “clean-up”
 15 items, but had split discussion on the look-back clause and tree removal permit requirement. They
 16 voted 4-2 to recommend adoption of the ordinance amendment for only the “clean-up” items. The
 17 discussion included three things: 1) The issue originally identified by the Planning Commission
 18 was not a big enough concern to warrant an ordinance amendment; 2) The tree removal permit
 19 would be a significant burden to property owners. The administrative means to enforce the look-
 20 back clause would be more of a burden than the intended benefit of adding it; and, 3) In the end,
 21 the details in fixing the ordinance did not make sense.

22 Mr. Tyacke inquired why the penalty items have been removed from the draft ordinance.
 23 City Attorney Schelzel pointed out there were two sections of the City code that had duplicative
 24 penalty sections, so they were removed.

25 Mr. Plechash inquired why the tree removal permit requirement was originally removed.
 26 Mr. Plechash pointed out that Wayzata cares about what it has and a tree permit requirement and
 27 look-back clause makes sense. He inquired if the tree removal permit requirement could be put
 28 back into the ordinance. Mr. Thomson stated it was removed as part of the 2016 amendment at
 29 the direction of the Council.

30 Mr. Thomson stated if the Council would like to include the look-back clause or tree
 31 removal permit in the ordinance, City staff would draft a new ordinance amendment to bring
 32 before the Council at a future meeting.

33 Mr. Schelzel commented they would also want to notice it to get public feedback on it.

34 Mayor Willcox stated the discussion gets down to how to balance property rights and
 35 further regulation by the City. A potential loophole was identified and if it is a serious risk, they
 36 need to address it.

37 Mr. Tyacke expressed concern that the Planning Commission originally wanted a look-
 38 back clause, but then removed it. Mr. Thomson stated there was not a substantial change with the
 39 members of the Planning Commission between the reviews. The discussion never included a tree
 40 removal permit, and when they saw the full draft ordinance amendment, they felt that the fix was
 41 worse than the original problem that was identified.

42 Mr. Koch stated he supports the look-back clause, but would prefer the timeframe be
 43 consistent. He expressed concerns with telling homeowners what they can do on their property
 44 and they would have to educate homeowners on what is required.

45 Mr. Plechash clarified the homeowners do not need to ask for permission to remove trees,
 46 they just need to notify the City through a permit requirement.

47 Mayor Willcox inquired if this is a solution in search of a problem that has not become
 48 one. Mr. Thomson commented Minnetonka has a similar look-back clause in their ordinance, but
 49 he is not aware that it had been a significant problem in Minnetonka.

50 Mrs. McCarthy recalled the discussion around this was a legislative attempt to put
 51 parameters around a potential commercial entity wiping out a lot for development.

Mayor Willcox made a motion, seconded by Mrs. McCarthy to adopt Ordinance No. 722 Amending Section 36 of the Wayzata Zoning Ordinance (Tree Preservation) and amending Wayzata City Code Chapter 710 (Planting, Maintenance, and Removal of Trees).

Mr. Plechash stated he supports this motion which includes only the clean-up of the ordinance, but would also like to have further discussion regarding the look-back clause and a tree removal permit requirement. He also suggested it be referred to as a tree removal notification, not tree removal permit.

Mr. Schelzel stated if the Council would like to consider the look-back clause and tree removal permit requirement, staff would need to draft a new ordinance for the Council's consideration. It will be tricky to define whether it applies to private property owners versus a developer because developers are often property owners.

After further discussion, a majority of the Council stated they would be in favor of a look-back clause.

Mayor Willcox rescinded his motion.

Mr. Plechash made a motion, seconded by Mr. Tyacke, to direct staff to draft an ordinance amendment that includes the look-back provision. The motion carried 3/2. (Willcox and McCarthy)

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

a. Hennepin County Fallen Police Officers Memorial

City Manager Dahl reported Chief Risvold attended a memorial to all the fallen officers in Hennepin County. This event celebrated their service to the community and flags were flown at half-staff in remembrance of them.

b. Upcoming Dates

- Fire Department's Annual Second Call event will take place Monday, May 22 at 6:30 p.m.
- Dig-It Day will take place Saturday, May 20 at 8:15 a.m. at Public Works.
- Farmer's Market will begin Thursday, May 18 from 1:30 p.m. to 5:30 p.m. at the Promenade. It will move to the Municipal Lot in a few weeks.

c. Miscellaneous

City Manager Dahl reported last week a tree fell on Punch Pizza that resulted in some injuries. Public Works, property management, and the business owner have been working to clean up the patio and to make sure there are no other threats. They had go through an additional approval process to remove trees because it is part of a Conservation District. It has been approved, and they will be removing seven additional trees along the property line.

Mayor Willcox commented the Wayzata football team removed buckthorn in the Big Woods last week.

At the request of Mrs. McCarthy, City Manager Dahl reported they are interviewing people for the Building Official job and they hope to have a plan in place by the end of the week.

City Manager Dahl confirmed the Police Department is hiring to fill Bob Vanderheiden's role and the Public Works department is also hiring.

AGENDA ITEM 10. Public Forum Continued (as necessary).

There were no comments.

AGENDA ITEM 11. Adjournment.

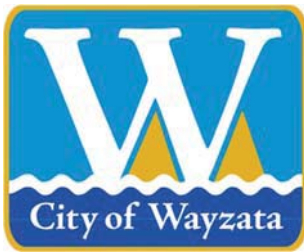
Mr. Tyacke made a motion, seconded by Mr. Koch to adjourn. There being no further business, Mr. Willcox adjourned the meeting at 9:18 p.m.

1 Respectfully submitted,
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4 Becky Malone
5 Deputy City Clerk
6

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

DRAFT



City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM: 7b
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks for May 2017	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

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

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Check Detail Register—May 2017

***Check Detail Register©**

May 2017

			Check Amt	Invoice	Comment
10100 Anchor Bank					
Paid Chk#	105993	5/18/2017	ARTISAN BEER COMPANY		
E 640-47000-253	Beer For Resale		\$477.30	3176272	BEER
	Total	ARTISAN BEER COMPANY	\$477.30		
Paid Chk#	105994	5/18/2017	BELLBOY BAR SUPPLY CORP.		
E 640-47000-251	Liquor For Resale		\$28,072.42	58692500	LIQUOR
E 640-47000-259	Freight		\$19.04	58692500	FREIGHT
E 640-47000-251	Liquor For Resale		(\$26,433.00)	58739500	LIQUOR
E 640-47000-251	Liquor For Resale		\$98.00	95734400	LIQUOR
E 640-47000-259	Freight		\$2.46	95734400	FREIGHT
E 640-47000-210	Operating Supplies (GENERAL)		\$75.79	95735600	SUPPLIES
E 640-47000-210	Operating Supplies (GENERAL)		\$41.75	9576800	SUPPLIES
E 640-47000-254	Soft Drinks/Mix For Resale		\$95.50	9576800	MISC.MIX
E 640-47000-259	Freight		\$4.65	9576800	FREIGHT
	Total	BELLBOY BAR SUPPLY CORP.	\$1,976.61		
Paid Chk#	105995	5/18/2017	BERNICK'S WINE		
E 640-47000-254	Soft Drinks/Mix For Resale		\$97.76	358334	MISC.MIX
E 640-47000-253	Beer For Resale		\$59.20	358335	BEER
	Total	BERNICK'S WINE	\$156.96		
Paid Chk#	105996	5/18/2017	BOURGET IMPORTS		
E 640-47000-252	Wine For Resale		\$646.00	141495	WINE
E 640-47000-259	Freight		\$9.00	141495	FREIGHT
E 640-47000-252	Wine For Resale		\$104.00	141655	WINE
E 640-47000-259	Freight		\$1.50	141655	FREIGHT
	Total	BOURGET IMPORTS	\$760.50		
Paid Chk#	105997	5/18/2017	BREAKTHRU BEVERAGE		
E 640-47000-259	Freight		\$1.45	1080629486	FREIGHT
E 640-47000-252	Wine For Resale		\$5,644.00	1080629487	WINE
E 640-47000-259	Freight		\$63.07	1080629487	FREIGHT
E 640-47000-251	Liquor For Resale		\$7,823.36	1080629488	LIQUOR
E 640-47000-252	Wine For Resale		\$72.00	1080629488	WINE
E 640-47000-259	Freight		\$75.15	1080629488	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$205.92	1080629489	MISC.MIX
E 640-47000-259	Freight		\$4.35	1080629489	FREIGHT
E 640-48000-252	Wine For Resale		\$444.95	1080629669	WINE
E 640-47000-251	Liquor For Resale		\$466.30	1080632647	LIQUOR
E 640-47000-259	Freight		\$3.74	1080632647	FREIGHT
E 640-47000-252	Wine For Resale		\$990.25	1080632648	WINE
E 640-47000-259	Freight		\$10.15	1080632648	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$70.24	1080632649	MISC.MIX
E 640-47000-259	Freight		\$2.90	1080632649	FREIGHT
	Total	BREAKTHRU BEVERAGE	\$15,877.83		
Paid Chk#	105998	5/18/2017	BREAKTHRY BEVERAGE BEER		
E 640-48000-253	Beer For Resale		\$1,101.00	1090704369	BEER
E 640-47000-253	Beer For Resale		\$3,898.69	1090704517	BEER
E 640-47000-253	Beer For Resale		\$94.15	1090704518	BEER
E 640-47000-253	Beer For Resale		\$4,004.45	1090707513	BEER
E 640-47000-253	Beer For Resale		\$55.40	1090707514	BEER
	Total	BREAKTHRY BEVERAGE BEER	\$9,153.69		
Paid Chk#	105999	5/18/2017	CAPITOL BEVERAGE SALES		
E 640-48000-253	Beer For Resale		\$726.00	1848022	BEER
E 640-47000-253	Beer For Resale		\$3,015.69	1855196	BEER

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May 2017

			Check Amt	Invoice	Comment
E 640-48000-253	Beer For Resale		\$285.00	1856713	BEER
E 640-47000-253	Beer For Resale		\$2,669.95	1856716	BEER
E 640-47000-253	Beer For Resale		(\$53.40)	354-32	BEER
Total CAPITOL BEVERAGE SALES			\$6,643.24		
Paid Chk#	106000	5/18/2017	CLEAR RIVER BEVERAGE CO.		
E 640-47000-253	Beer For Resale		\$471.00	69-1937	BEER
Total CLEAR RIVER BEVERAGE CO.			\$471.00		
Paid Chk#	106001	5/18/2017	COCA-COLA		
E 640-47000-254	Soft Drinks/Mix For Resale		\$218.48	3601203597	MISC.MIX
Total COCA-COLA			\$218.48		
Paid Chk#	106002	5/18/2017	COZZINI BROS., INC.		
E 640-48500-415	Other Equipment Rentals		\$125.51	C3779404	KNIFE EXCHANGE
Total COZZINI BROS., INC.			\$125.51		
Paid Chk#	106003	5/18/2017	CULLIGAN-METRO		
E 640-48500-210	Operating Supplies (GENERAL)		\$91.47	1173516	KITCHEN SUPPLIES
Total CULLIGAN-METRO			\$91.47		
Paid Chk#	106004	5/18/2017	DAHLHEIMER DISTRIBUTING CO.		
E 640-48000-253	Beer For Resale		\$453.00	1275960	BEER
E 640-47000-253	Beer For Resale		\$646.80	1279824	BEER
E 640-48000-253	Beer For Resale		\$242.00	1279825	BEER
E 640-48000-253	Beer For Resale		\$180.00	146685	BEER
E 640-47000-253	Beer For Resale		\$2,344.92	146798	BEER
Total DAHLHEIMER DISTRIBUTING CO.			\$3,866.72		
Paid Chk#	106005	5/18/2017	DENNYS 5TH AVENUE BAKERY		
E 640-48500-255	FOODIngredients For Resale		\$76.74	657915	FOOD
E 640-48500-255	FOODIngredients For Resale		\$45.98	658330	FOOD
E 640-48500-255	FOODIngredients For Resale		\$96.83	658438	FOOD
E 640-48500-255	FOODIngredients For Resale		\$89.43	658788	FOOD
E 640-48500-255	FOODIngredients For Resale		\$91.35	659488	FOOD
Total DENNYS 5TH AVENUE BAKERY			\$400.33		
Paid Chk#	106006	5/18/2017	FOREMOST BUSINESS SYSTEMS INC.		
E 640-48000-404	Repairs/Maint - Machin/Equip		\$123.37	45679	REGISTER REPAIRS
otal FOREMOST BUSINESS SYSTEMS INC.			\$123.37		
Paid Chk#	106007	5/18/2017	G & K SERVICES		
E 640-48500-217	Uniforms		\$169.63	6013463099	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$79.78	6013463099	KITCHEN UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$17.60	6013463099	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms		\$200.10	6013474192	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$57.91	6013474192	KITCHEN UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$17.60	6013474192	KITCHEN UNIFORMS & SUPPLIES
Total G & K SERVICES			\$542.62		
Paid Chk#	106008	5/18/2017	GRAPE BEGINNINGS, INC.		
E 640-47000-252	Wine For Resale		\$1,111.92	MN00020638	WINE RESALE
E 640-47000-259	Freight		\$24.75	MN00020638	FREIGHT
Total GRAPE BEGINNINGS, INC.			\$1,136.67		
Paid Chk#	106009	5/18/2017	HIGH FIVE LLC		
E 640-47000-340	Advertising		\$258.85	4973	PROMO/ADVERTISEMENT
Total HIGH FIVE LLC			\$258.85		

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May 2017

			Check Amt	Invoice	Comment
Paid Chk#	106010	5/18/2017	HOHENSTEINS INC.		
E 640-47000-253	Beer For Resale		\$1,350.00	892254	BEER RESALE
	Total HOHENSTEINS INC.		\$1,350.00		
Paid Chk#	106011	5/18/2017	JJ TAYLOR DISTRIBUTING OF MN		
E 640-47000-253	Beer For Resale		\$2,223.97	2654032	BEER
E 640-47000-253	Beer For Resale		\$435.00	2669943	BEER
E 640-47000-253	Beer For Resale		\$2,602.83	2669974	BEER
E 640-48000-253	Beer For Resale		\$1,041.60	2689384	BEER
E 640-48000-253	Beer For Resale		\$436.40	2696653	BEER
	Total JJ TAYLOR DISTRIBUTING OF MN		\$6,739.80		
Paid Chk#	106012	5/18/2017	JOHNSON BROS.-ST.PAUL		
E 640-47000-251	Liquor For Resale		\$6,721.50	5714967	LIQUOR
E 640-47000-259	Freight		\$74.92	5714967	FREIGHT
E 640-47000-252	Wine For Resale		\$5,901.15	5714968	WINE
E 640-47000-254	Soft Drinks/Mix For Resale		\$109.00	5714968	MISC.MIX
E 640-47000-259	Freight		\$84.79	5714968	FREIGHT
E 640-47000-251	Liquor For Resale		\$3,220.62	5715205	LIQUOR
E 640-47000-259	Freight		\$47.57	5715205	FREIGHT
E 640-47000-252	Wine For Resale		\$8,805.60	5715206	WINE
E 640-47000-259	Freight		\$130.53	5715206	FREIGHT
E 640-47000-251	Liquor For Resale		\$5,404.77	5716314	LIQUOR
E 640-47000-259	Freight		\$38.54	5716314	FREIGHT
E 640-47000-259	Freight		\$1.22	5716315	FREIGHT
E 640-47000-251	Liquor For Resale		\$679.00	5717583	LIQUOR
E 640-47000-259	Freight		\$9.76	5717583	FREIGHT
E 640-47000-252	Wine For Resale		\$64.00	5719168	WINE
E 640-47000-259	Freight		\$2.44	5719168	FREIGHT
E 640-47000-252	Wine For Resale		\$328.00	5720421	WINE
E 640-47000-259	Freight		\$8.54	5720421	FREIGHT
E 640-47000-251	Liquor For Resale		\$4,134.72	5721828	LIQUOR
E 640-47000-259	Freight		\$24.83	5721828	FREIGHT
E 640-47000-252	Wine For Resale		\$2,231.25	5721829	WINE
E 640-47000-254	Soft Drinks/Mix For Resale		\$370.00	5721829	MISC.MIX
E 640-47000-259	Freight		\$46.36	5721829	FREIGHT
E 640-47000-251	Liquor For Resale		(\$95.62)	625366	LIQUOR
E 640-47000-252	Wine For Resale		(\$81.22)	625586	WINE
E 640-47000-251	Liquor For Resale		(\$8.96)	CK#103906	LIQUOR
	Total JOHNSON BROS.-ST.PAUL		\$38,253.31		
Paid Chk#	106013	5/18/2017	KARLSBURGER FOODS, INC.		
E 640-48500-255	FOODIngredients For Resale		\$316.55	717145	FOOD
	Total KARLSBURGER FOODS, INC.		\$316.55		
Paid Chk#	106014	5/18/2017	LIBATION PROJECT		
E 640-47000-252	Wine For Resale		\$88.00	8400	WINE
E 640-47000-259	Freight		\$1.50	8400	FREIGHT
E 640-47000-252	Wine For Resale		\$1,090.00	8493	WINE
E 640-47000-259	Freight		\$8.45	8493	WINE
	Total LIBATION PROJECT		\$1,187.95		
Paid Chk#	106015	5/18/2017	LTD BREWING, LLC		
E 640-47000-253	Beer For Resale		\$63.00	E-1239	BEER
	Total LTD BREWING, LLC		\$63.00		
Paid Chk#	106016	5/18/2017	M.AMUNDSON LLP		
E 640-47000-256	MISC.MDSE.RESALE		\$904.79	236820	CIGARETTES

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May 2017

			Check Amt	Invoice	Comment
Total M.AMUNDSON LLP			\$904.79		
Paid Chk# 106017	5/18/2017	MARGRON SKOGLUND WINE IMPORTS			
E 640-47000-252	Wine For Resale	\$607.00	20021168	WINE	
E 640-47000-259	Freight	\$9.00	20021168	FREIGHT	
tal MARGRON SKOGLUND WINE IMPORTS		\$616.00			
Paid Chk# 106018	5/18/2017	MODIST BREWING CO. LLC			
E 640-47000-253	Beer For Resale	\$183.37	2005	BEER	
Total MODIST BREWING CO. LLC		\$183.37			
Paid Chk# 106019	5/18/2017	NETWORK BUSINESS SUPPLIES			
E 640-47000-210	Operating Supplies (GENERAL)	\$103.12	00106193	SUPPLIES	
Total NETWORK BUSINESS SUPPLIES		\$103.12			
Paid Chk# 106020	5/18/2017	NEW FRANCE WINE COMPANY			
E 640-47000-252	Wine For Resale	\$747.00	120170	WINE	
E 640-47000-259	Freight	\$7.50	120170	FREIGHT	
E 640-47000-252	Wine For Resale	\$120.69	120410	WINE	
E 640-47000-259	Freight	\$1.50	120410	FREIGHT	
Total NEW FRANCE WINE COMPANY		\$876.69			
Paid Chk# 106021	5/18/2017	NORTHWESTERN FRUIT COMPANY			
E 640-48500-255	FOODIngredients For Resale	(\$12.55)	860585	FOOD	
E 640-48500-255	FOODIngredients For Resale	\$778.60	860967	FOOD	
E 640-48500-255	FOODIngredients For Resale	\$384.60	861133	FOOD	
E 640-48500-255	FOODIngredients For Resale	\$395.40	861249	FOOD	
E 640-48500-255	FOODIngredients For Resale	\$448.05	861429	FOOD	
E 640-48000-251	Liquor For Resale	\$100.00	861606	LIQUOR	
E 640-48000-255	FOODIngredients For Resale	\$107.15	861606	FOOD	
E 640-48500-255	FOODIngredients For Resale	\$521.90	861722	FOOD	
Total NORTHWESTERN FRUIT COMPANY		\$2,723.15			
Paid Chk# 106022	5/18/2017	PAUSTIS & SONS			
E 640-47000-252	Wine For Resale	\$3,895.05	8588811	WINE RESALE	
E 640-47000-259	Freight	\$25.00	8588811	FREIGHT	
E 640-47000-251	Liquor For Resale	\$162.00	8589555	LIQUOR	
E 640-47000-259	Freight	\$2.25	8589555	FREIGHT	
E 640-47000-252	Wine For Resale	\$449.15	8589559	WINE	
E 640-47000-259	Freight	\$8.75	8589559	FREIGHT	
Total PAUSTIS & SONS		\$4,542.20			
Paid Chk# 106023	5/18/2017	PEPSI -COLA			
E 640-47000-254	Soft Drinks/Mix For Resale	\$161.20	85468803	MISC.BEV.	
Total PEPSI -COLA		\$161.20			
Paid Chk# 106024	5/18/2017	PHILLIPS WINES & SPIRITS			
E 640-47000-251	Liquor For Resale	\$1,569.75	2160179	LIQUOR	
E 640-47000-259	Freight	\$24.40	2160179	FREIGHT	
E 640-47000-252	Wine For Resale	\$3,190.00	2160180	WINE	
E 640-47000-259	Freight	\$40.36	2160180	FREIGHT	
E 640-48000-251	Liquor For Resale	\$422.58	2161814	LIQUOR	
E 640-47000-251	Liquor For Resale	\$323.87	2163804	LIQUOR	
E 640-47000-259	Freight	\$2.43	2163804	FREIGHT	
E 640-47000-252	Wine For Resale	\$637.75	2163805	WINE	
E 640-47000-259	Freight	\$7.32	2163805	FREIGHT	
Total PHILLIPS WINES & SPIRITS		\$6,218.46			
Paid Chk# 106025	5/18/2017	PLUNKETT S PEST CONTROL			

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May 2017

			Check Amt	Invoice	Comment
E 640-48000-409	Maint services & Improv		\$120.41	5667838	SERVICE
Total PLUNKETT S PEST CONTROL			\$120.41		
Paid Chk# 106026	5/18/2017	QUALITY SERVICE, INC.			
E 640-48000-404	Repairs/Maint - Machin/Equip		\$385.14	32486	BEER COOLER REPAIRS
Total QUALITY SERVICE, INC.			\$385.14		
Paid Chk# 106027	5/18/2017	RED BULL DISTRIBUTION COMPANY			
E 640-47000-254	Soft Drinks/Mix For Resale		\$265.00	17355-143	MISC.MIX
E 640-47000-254	Soft Drinks/Mix For Resale		(\$49.00)	17355-144	MISC.MIX
Total RED BULL DISTRIBUTION COMPANY			\$216.00		
Paid Chk# 106028	5/18/2017	ROOTSTOCK WINE COMPANY			
E 640-47000-252	Wine For Resale		\$116.04	17-13348	WINE RESALE
E 640-47000-259	Freight		\$1.50	17-13348	FREIGHT
Total ROOTSTOCK WINE COMPANY			\$117.54		
Paid Chk# 106029	5/18/2017	SHAMROCK GROUP			
E 640-47000-254	Soft Drinks/Mix For Resale		\$134.10	2112351	ICE
E 640-47000-254	Soft Drinks/Mix For Resale		\$115.70	2114053	ICE
Total SHAMROCK GROUP			\$249.80		
Paid Chk# 106030	5/18/2017	SOUTHERN GLAZER'S OF MN			
E 640-47000-254	Soft Drinks/Mix For Resale		\$113.12	1522621	MISC.BEV.
E 640-47000-252	Wine For Resale		\$1,346.40	1536894	WINE
E 640-47000-251	Liquor For Resale		\$10,531.32	1538969	LIQUOR
E 640-47000-259	Freight		\$69.86	1538969	FREIGHT
E 640-47000-252	Wine For Resale		\$1,640.00	1538970	WINE
E 640-47000-259	Freight		\$12.80	1538970	FREIGHT
E 640-47000-252	Wine For Resale		\$3,609.25	1538971	WINE
E 640-47000-259	Freight		\$79.36	1538971	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,331.05	1541722	LIQUOR
E 640-47000-259	Freight		\$12.91	1541722	FREIGHT
E 640-47000-252	Wine For Resale		\$1,660.00	1541723	WINE
E 640-47000-259	Freight		\$10.24	1541723	FREIGHT
E 640-47000-252	Wine For Resale		\$420.58	1541724	WINE
E 640-47000-259	Freight		\$6.40	1541724	FREIGHT
Total SOUTHERN GLAZER'S OF MN			\$20,843.29		
Paid Chk# 106031	5/18/2017	SPENCER JANITORIAL			
E 640-48000-409	Maint services & Improv		\$2,480.20	10615	MONTHLY CLEANING
Total SPENCER JANITORIAL			\$2,480.20		
Paid Chk# 106032	5/18/2017	STARY, MARK			
E 640-48000-341	General Promotions		\$300.00	5/25/17	BAR MUSIC 5/25/17
Total STARY, MARK			\$300.00		
Paid Chk# 106033	5/18/2017	STRATEGIC EQUIPMENT AND			
E 640-48500-210	Operating Supplies (GENERAL)		\$364.89	2854133	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$65.44	2854133	PROMO FOOD
E 640-48000-210	Operating Supplies (GENERAL)		\$536.75	2854133	BAR SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$48.11	2854134	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$65.59	2860508	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$289.05	2860509	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$56.00	2860509	PROMO FOOD
E 640-48000-210	Operating Supplies (GENERAL)		\$70.14	2860509	BAR SUPPLIES
Total STRATEGIC EQUIPMENT AND			\$1,495.97		
Paid Chk# 106034	5/18/2017	SUNBURST CHEMICALS, INC.			

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May 2017

			Check Amt	Invoice	Comment
E 640-48500-415	Other Equipment Rentals		\$92.37	0009476	DISHWASHER LEASE
E 640-48500-210	Operating Supplies (GENERAL)		\$927.65	0386201	SUPPLIES
Total SUNBURST CHEMICALS, INC.			\$1,020.02		
Paid Chk# 106035	5/18/2017	TRUE BRANDS			
E 640-47000-254	Soft Drinks/Mix For Resale		\$140.53	220819	MISC MDSE
Total TRUE BRANDS			\$140.53		
Paid Chk# 106036	5/18/2017	US FOODS			
E 640-48500-255	FOODIngredients For Resale		\$2,723.21	4858113	FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$182.34	4858113	MISC.BEV
E 640-48500-210	Operating Supplies (GENERAL)		\$21.28	4858113	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$64.38	4858113	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale		\$216.42	4906614	FOOD
E 640-48500-255	FOODIngredients For Resale		\$6,212.51	4906616	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$53.64	4906616	SUPPLIES
E 640-48000-254	Soft Drinks/Mix For Resale		\$422.74	4906616	MISC.BEV.
E 640-48000-210	Operating Supplies (GENERAL)		\$85.33	4906616	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$38.59	4906616	PROMO FOOD
E 640-48000-251	Liquor For Resale		\$121.25	4906616	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$11.91	4906617	FOOD
E 640-48500-255	FOODIngredients For Resale		\$218.03	4956749	FOOD
E 640-48500-255	FOODIngredients For Resale		\$2,809.22	4956752	FOOD
E 640-48500-255	FOODIngredients For Resale		\$57.28	4983296	FOOD
E 640-48500-255	FOODIngredients For Resale		\$3,459.69	4998292	FOOD
E 640-48500-255	FOODIngredients For Resale		\$100.24	5008366	FOOD
E 640-48500-255	FOODIngredients For Resale		\$5,773.13	5050563	FOOD
E 640-48000-210	Operating Supplies (GENERAL)		\$10.46	5050563	SUPPLIES
E 640-48000-251	Liquor For Resale		\$230.29	5050563	LIQUOR
E 640-48500-210	Operating Supplies (GENERAL)		\$133.70	5050563	SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$2,274.47	5092470	FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$214.20	5092470	MISC.BEV
E 640-48000-342	Promotions - Food/Drinks		\$38.59	5092470	PROMO FOOD
E 640-48000-251	Liquor For Resale		\$80.94	5092470	LIQUOR
Total US FOODS			\$25,553.84		
Paid Chk# 106037	5/18/2017	VINOCOPIA			
E 640-47000-252	Wine For Resale		\$944.00	0179550	WINE
E 640-47000-259	Freight		\$12.00	0179550	FREIGHT
E 640-47000-252	Wine For Resale		(\$18.67)	0179550-CM	WINE
E 640-47000-251	Liquor For Resale		\$710.61	0179563	LIQUOR
E 640-47000-259	Freight		\$7.50	0179563	FREIGHT
E 640-47000-252	Wine For Resale		\$200.00	0179947	WINE
E 640-47000-259	Freight		\$7.50	0179947	FREIGHT
E 640-47000-251	Liquor For Resale		\$748.41	0180017	LIQUOR
E 640-47000-259	Freight		\$6.00	0180017	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$120.00	0180018	MISC.BEV
E 640-47000-259	Freight		\$9.00	0180018	FREIGHT
Total VINOCOPIA			\$2,746.35		
Paid Chk# 106038	5/18/2017	WAYZATA BREW WORKS LLC			
E 640-48000-253	Beer For Resale		\$139.00	MU009	BEER
Total WAYZATA BREW WORKS LLC			\$139.00		
Paid Chk# 106039	5/18/2017	WINE COMPANY			
E 640-47000-252	Wine For Resale		\$3,216.00	35612	WINE
E 640-47000-259	Freight		\$39.60	35612	FREIGHT
E 640-47000-252	Wine For Resale		\$100.00	36301	WINE

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May 2017

			Check Amt	Invoice	Comment
E 640-47000-259	Freight		\$5.00	36301	FREIGHT
	Total WINE COMPANY		\$3,360.60		
Paid Chk# 106040	5/18/2017	WINE MERCHANT			
E 640-47000-252	Wine For Resale		\$13,998.00	7130476	WINE
E 640-47000-259	Freight		\$43.92	7130476	FREIGHT
E 640-47000-252	Wine For Resale		\$3,444.44	7131106	WINE
E 640-47000-259	Freight		\$27.05	7131106	FREIGHT
E 640-48000-252	Wine For Resale		\$610.98	7131326	WINE
E 640-47000-252	Wine For Resale		\$396.00	7131326	WINE
E 640-47000-252	Wine For Resale		\$634.54	7132105	WINE
E 640-47000-259	Freight		\$3.87	7132105	FREIGHT
E 640-48000-252	Wine For Resale		\$1,095.42	7132331	WINE
	Total WINE MERCHANT		\$20,254.22		
Paid Chk# 106041	5/18/2017	WRS IMPORTS LLC			
E 640-47000-251	Liquor For Resale		\$143.00	1345	LIQUOR
	Total WRS IMPORTS LLC		\$143.00		
Paid Chk# 106042	5/18/2017	Z WINES USA LLC			
E 640-47000-252	Wine For Resale		\$972.00	18011	WINE RESALE
E 640-47000-259	Freight		\$12.00	18011	FREIGHT
	Total Z WINES USA LLC		\$984.00		
Paid Chk# 106043	5/25/2017	A-1 OUTDOOR POWER, INC.			
E 101-45200-240	Small Tools and Minor Equip		\$84.80	397687	TOOLS
E 101-45200-241	Safety equip/testings		\$107.05	397687	PARTS
E 101-45200-240	Small Tools and Minor Equip		\$711.50	397774	TOOLS
	Total A-1 OUTDOOR POWER, INC.		\$903.35		
Paid Chk# 106044	5/25/2017	ABSOLUTE MECHANICAL			
E 101-41940-404	Repairs/Maint - Machin/Equip		\$640.00	8013	HVAC QRTLY MAINT.
	Total ABSOLUTE MECHANICAL		\$640.00		
Paid Chk# 106045	5/25/2017	AM.PUBLIC WORKS ASSOC.			
E 101-43100-433	Dues, Licensing & Seminars		\$100.00		2017 DUES
E 101-43300-433	Dues, Licensing & Seminars		\$200.00		2017 DUES
E 101-45200-433	Dues, Licensing & Seminars		\$100.00		2017 DUES
	Total AM.PUBLIC WORKS ASSOC.		\$400.00		
Paid Chk# 106046	5/25/2017	ANCHOR BANK-CARDMEMBER SERV.			
E 101-41500-331	Mileage & Expense Account		\$295.17		MTG. MEALS
E 101-41500-433	Dues, Licensing & Seminars		\$248.34		CONF.EXP.
E 101-45200-210	Operating Supplies (GENERAL)		\$89.95		PARKS SUPPLIES
E 610-40000-331	Mileage & Expense Account		\$71.30		MTG.MEALS
E 101-41500-306	Personnel Expense		\$129.91		EMPL.REC.
E 640-48000-210	Operating Supplies (GENERAL)		\$86.53		BAR SUPPLIES
E 640-47000-340	Advertising		\$32.06		STORE ADS
E 630-40000-433	Dues, Licensing & Seminars		\$29.95		MV DUES
E 640-47000-433	Dues, Licensing & Seminars		\$197.82		STORE DOMAIN NAME RENEWAL
E 640-48000-433	Dues, Licensing & Seminars		\$197.82		BAR DOMAIN NAME RENEWAL
E 101-41940-499	Miscellaneous		\$351.86		FRIG
E 101-41910-433	Dues, Licensing & Seminars		\$44.00		PLANNING CONF.REGISTRATION
	Total ANCHOR BANK-CARDMEMBER SERV.		\$1,774.71		
Paid Chk# 106047	5/25/2017	APPLE TIME INC.			
E 101-42100-499	Miscellaneous		\$84.40	1210085PN8	PD SUPPLIES
	Total APPLE TIME INC.		\$84.40		

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May 2017

			Check Amt	Invoice	Comment
Paid Chk# 106048	5/25/2017	BAGY JO, INC.			
E 101-41100-493	Volunteer program		\$775.00	65286	VOLUNTEER CAPS
	Total BAGY JO, INC.		\$775.00		
Paid Chk# 106049	5/25/2017	BANK OF AMERICA			
E 101-42200-240	Small Tools and Minor Equip		\$254.23		FD TOOLS
	Total BANK OF AMERICA		\$254.23		
Paid Chk# 106050	5/25/2017	BEST & FLANAGAN			
E 101-41500-304	Legal Fees		\$495.00	464386	PLANNING COMM.MTGS.
E 101-41500-304	Legal Fees		\$1,402.50	464388	ORDINANCES
G 802-20350	1350/1430 LASALLE		\$371.25	464396	1350-1430 LASALLE ESCROW PROJECT
G 802-20351	128 Broadway Ave.No.		\$825.00	464397	128 BROADWAY ESCROW PROJECT
	Total BEST & FLANAGAN		\$3,093.75		
Paid Chk# 106051	5/25/2017	BIFFS, INC.			
E 101-45200-415	Other Equipment Rentals		\$92.50	W633254	SERVICE AT DEPOT
	Total BIFFS, INC.		\$92.50		
Paid Chk# 106052	5/25/2017	BOZONIE, ELIZABETH			
G 802-20326	367 RIDGEVIEW		\$431.00	REFUND	WETLAND DELINEATION REVIEW REFUND
	Total BOZONIE, ELIZABETH		\$431.00		
Paid Chk# 106053	5/25/2017	BROOKDALE CHRYSLER, JEEP,DODGE			
E 240-40000-499	Miscellaneous		\$122.50	300927	PD PARTS/REPAIRS
	Total BROOKDALE CHRYSLER, JEEP,DODGE		\$122.50		
Paid Chk# 106054	5/25/2017	CARQUEST			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$284.04	6976-368241	SQUAD REPAIRS
	Total CARQUEST		\$284.04		
Paid Chk# 106055	5/25/2017	CINTAS CORPORATION			
E 610-40000-210	Operating Supplies (GENERAL)		\$38.59		FIRST AID SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$67.68		FIRST AID SUPPLIES
	Total CINTAS CORPORATION		\$106.27		
Paid Chk# 106056	5/25/2017	CITY AUTO GLASS			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$70.00	1001146877	SQUAD REPAIRS
	Total CITY AUTO GLASS		\$70.00		
Paid Chk# 106057	5/25/2017	CLASSIC CLEANING COMPANY			
E 101-41940-409	Maint services & Improv		\$1,765.00	25133	MONTHLY CLEANING
E 101-41940-409	Maint services & Improv		\$548.00	25134	MONTHLY CLEANING
	Total CLASSIC CLEANING COMPANY		\$2,313.00		
Paid Chk# 106058	5/25/2017	COMMERCIAL ASPHALT CO.			
E 430-40000-309	Contractual Services		\$127.36	170515	ASPHALT
	Total COMMERCIAL ASPHALT CO.		\$127.36		
Paid Chk# 106059	5/25/2017	COTA, JAMES			
E 408-40000-302	Consultants		\$1,300.00	155244	SGT.JAMES W ANDERSON MEMORIAL
E 408-40000-302	Consultants		\$860.00	155245	SGT.JAMES W ANDERSON MEMORIAL
	Total COTA, JAMES		\$2,160.00		
Paid Chk# 106060	5/25/2017	DELTA DENTAL OF MINNESOTA			
G 101-21717	Dental Insurance		\$1,677.50	6911170	DENTAL INS.
	Total DELTA DENTAL OF MINNESOTA		\$1,677.50		
Paid Chk# 106061	5/25/2017	DIERCKS, RICHARD			

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May 2017

			Check Amt	Invoice	Comment
G 802-20311	440	PEAVEY-DIERCKS	\$168.00	REFUND	WETLAND DELINIATION REVIEW REFUND
Total DIERCKS, RICHARD			\$168.00		
Paid Chk#	106062	5/25/2017	DIVERSIFIED ELECTRIC INC.		
E 610-49100-309		Contractual Services	\$3,257.00	1412	REHAB WELL #3
E 101-45203-220		Repair/Maint Supply (GENERAL)	\$916.00	1413	POWER SYSTEM IN KLAPPRICH PARK FOR MUSIC IN THE PARK
Total DIVERSIFIED ELECTRIC INC.			\$4,173.00		
Paid Chk#	106063	5/25/2017	DORSEY & WHITNEY LLP		
E 401-40000-304		Legal Fees	\$237.60	3349426	DOWNTOWN PARKING
Total DORSEY & WHITNEY LLP			\$237.60		
Paid Chk#	106064	5/25/2017	E.H. RENNER & SONS INC.		
E 610-49100-309		Contractual Services	\$10,224.23	2	WELL #3 REHAB
Total E.H. RENNER & SONS INC.			\$10,224.23		
Paid Chk#	106065	5/25/2017	ECM PUBLISHERS, INC.		
E 101-43100-499		Miscellaneous	\$300.00	492013	EMPLOYEMENT AD
Total ECM PUBLISHERS, INC.			\$300.00		
Paid Chk#	106066	5/25/2017	EGAN AUTOMATION		
E 101-45203-406		Street lights and Signal Maint	\$9,600.00	JC10154629	LAKE STREET SIGNAL REPAIRS
Total EGAN AUTOMATION			\$9,600.00		
Paid Chk#	106067	5/25/2017	EHLERS		
E 101-41500-304		Legal Fees	\$440.00	73490	TIF CONSULTING
E 314-40000-304		Legal Fees	\$1,431.25	73491	TIF CONSULTING
Total EHLERS			\$1,871.25		
Paid Chk#	106068	5/25/2017	ESS BROTHERS & SONS INC.		
E 670-40000-409		Maint services & Improv	\$272.00	XX2326	STORMSEWER GRATE
E 620-40000-225		Repair & Maint - System	\$616.00	XX2326	SEWER MANHOLE COVER
E 101-45203-220		Repair/Maint Supply (GENERAL)	\$198.00	XX2380	BLVD.LIGHTING
Total ESS BROTHERS & SONS INC.			\$1,086.00		
Paid Chk#	106069	5/25/2017	FINLEY BROS. INC.		
E 101-45200-229		Dirt, Sand and gravel	\$119.00	17-00177	BOCCE BALL COURT MAINT.
Total FINLEY BROS. INC.			\$119.00		
Paid Chk#	106070	5/25/2017	FIRE CATT		
E 101-42200-241		Safety equip/testings	\$1,349.95	MN-5798	FIRE HOSE TESTING
E 101-42200-241		Safety equip/testings	\$1,283.25	MN-5799	FIRE HOSE TESTING
Total FIRE CATT			\$2,633.20		
Paid Chk#	106071	5/25/2017	FIRSTSOURCE SOLUTIONS		
E 101-45200-306		Personnel Expense	\$50.95	FL00172767	DRUG TESTING
Total FIRSTSOURCE SOLUTIONS			\$50.95		
Paid Chk#	106072	5/25/2017	FLAGSHIP RECREATION LLC		
E 233-40000-220		Repair/Maint Supply (GENERAL)	\$433.36	F6828	REPAIR BEACH PLAYGROUND EQUIPMENT
Total FLAGSHIP RECREATION LLC			\$433.36		
Paid Chk#	106073	5/25/2017	GALLS		
E 101-42100-217		Uniforms	\$131.98	08103545	PD UNIFORMS
Total GALLS			\$131.98		
Paid Chk#	106074	5/25/2017	HD SUPPLY CONSTRUCTION		
E 610-40000-241		Safety equip/testings	\$112.18	50006175922	SAFETY JACKETS
					06-06-2017 CC PACKET

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May 2017

			Check Amt	Invoice	Comment
E 620-40000-241	Safety equip/testings		\$112.18	50006175922	SAFETY JACKETS
Total HD SUPPLY CONSTRUCTION			\$224.36		
Paid Chk# 106075	5/25/2017	HGA			
E 401-40000-309	Contractual Services		\$11,432.11	178162	PARKING RAMP
Total HGA			\$11,432.11		
Paid Chk# 106076	5/25/2017	INTOXIMETERS			
E 101-42100-540	Equipment		\$2,300.00	563390	PD EQUIPMENT
Total INTOXIMETERS			\$2,300.00		
Paid Chk# 106077	5/25/2017	INVEST CAPITAL GROUP			
G 802-20346	310 BENTON WETLAND DELINEATI		\$427.25	REFUND	WETLAND DELINIATION REVIEW REFUND
Total INVEST CAPITAL GROUP			\$427.25		
Paid Chk# 106078	5/25/2017	KD & COMPANY			
E 101-43100-229	Dirt, Sand and gravel		\$1,795.00	10493	DISPOSAL OF SWEEPINGS
Total KD & COMPANY			\$1,795.00		
Paid Chk# 106079	5/25/2017	KELLY, MICHAEL JR.			
E 101-43300-433	Dues, Licensing & Seminars		\$235.00	REIMB.	APWA CONF.EXPENSES
E 101-43300-331	Mileage & Expense Account		\$516.96	REIMB.	APWA CONF.EXPENSES
Total KELLY, MICHAEL JR.			\$751.96		
Paid Chk# 106080	5/25/2017	LAW ENFORCEMENT LABOR SERVICES			
G 101-21707	Police union dues		\$490.00	MAY 2017	MAY 2017 UNION DUES
al LAW ENFORCEMENT LABOR SERVICES			\$490.00		
Paid Chk# 106081	5/25/2017	LEWIS, KYLE			
G 802-20347	1613 HOLDRIDGE WETLAND DELIN		\$270.25	REFUND	WETLAND DELINIATION REVIEW REFUND
Total LEWIS, KYLE			\$270.25		
Paid Chk# 106082	5/25/2017	LOFFLER COMPANIES, INC.			
E 409-40000-540	Equipment		\$1,525.00	2522287	SERVERS
Total LOFFLER COMPANIES, INC.			\$1,525.00		
Paid Chk# 106083	5/25/2017	M.M.K.R. & COMPANY			
E 640-47000-301	Auditing and Acct g Services		\$4,450.00	42371	2016 AUDIT
E 640-48000-301	Auditing and Acct g Services		\$4,450.00	42371	2016 AUDIT
Total M.M.K.R. & COMPANY			\$8,900.00		
Paid Chk# 106084	5/25/2017	MANSFIELD OIL COMPANY			
E 101-49200-212	Motor Fuels		\$2,010.62	20285383	FUEL
Total MANSFIELD OIL COMPANY			\$2,010.62		
Paid Chk# 106085	5/25/2017	MARCO			
E 101-45200-200	Office Supplies (GENERAL)		\$271.44	INV4286118	PW COPIER OVERAGES
E 101-43100-200	Office Supplies (GENERAL)		\$271.44	INV4286118	PW COPIER OVERAGES
E 610-40000-200	Office Supplies (GENERAL)		\$135.73	INV4286118	PW COPIER OVERAGES
E 620-40000-200	Office Supplies (GENERAL)		\$135.72	INV4286118	PW COPIER OVERAGES
Total MARCO			\$814.33		
Paid Chk# 106086	5/25/2017	MCCARTHY, TIMOTHY			
E 101-42100-331	Mileage & Expense Account		\$14.98	MILEAGE	MILEAGE REIMB.
Total MCCARTHY, TIMOTHY			\$14.98		
Paid Chk# 106087	5/25/2017	MCFOA REGION 4			
E 101-41500-433	Dues, Licensing & Seminars		\$30.00	TRAINING	SEMINARS - KAUFMAN & MALONE
Total MCFOA REGION 4			\$30.00		

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May 2017

			Check Amt	Invoice	Comment
Paid Chk# 106088	5/25/2017	MEDIACOM			
E 101-41940-321	Telephone		\$309.95		SERVICE
	Total MEDIACOM		\$309.95		
Paid Chk# 106089	5/25/2017	MENARD S			
E 101-45200-210	Operating Supplies (GENERAL)		\$12.99		SUPPLIES
	Total MENARD S		\$12.99		
Paid Chk# 106090	5/25/2017	METRO CONCRETE RAISING, INC.			
E 408-40000-402	Sidewalk Replacement		\$640.00	108218	SIDEWALK REPLACEMENT
	Total METRO CONCRETE RAISING, INC.		\$640.00		
Paid Chk# 106091	5/25/2017	MILLER, FRED			
E 235-40000-302	Consultants		\$1,600.00	0170156	WCTV
	Total MILLER, FRED		\$1,600.00		
Paid Chk# 106092	5/25/2017	MINNESOTA EQUIPMENT			
E 101-45200-210	Operating Supplies (GENERAL)		\$10.38	P55101	SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)		\$2.24	P55880	SUPPLIES
	Total MINNESOTA EQUIPMENT		\$12.62		
Paid Chk# 106093	5/25/2017	MN BATTERY LLC			
E 101-45200-222	Repair & Maint - Equip		\$36.75	17924	PARTS
E 101-45200-222	Repair & Maint - Equip		\$79.75	17950	PARTS
	Total MN BATTERY LLC		\$116.50		
Paid Chk# 106094	5/25/2017	MN DEPARTMENT OF HEALTH			
E 610-40000-433	Dues, Licensing & Seminars		\$23.00	CERTIFICATI	EIBENSTEINER 2017 CERTIFICATION
	Total MN DEPARTMENT OF HEALTH		\$23.00		
Paid Chk# 106095	5/25/2017	MN POLLUTION CONTROL AGENCY			
E 610-40000-433	Dues, Licensing & Seminars		\$23.00	CERTIFICATI	DUDINSKY 2017 CERTIFICATION
	Total MN POLLUTION CONTROL AGENCY		\$23.00		
Paid Chk# 106096	5/25/2017	MOSS & BARNETT			
E 101-41500-304	Legal Fees		\$288.00	666985	MEDIACOM
	Total MOSS & BARNETT		\$288.00		
Paid Chk# 106097	5/25/2017	MUNICIPAL CLERKS & FINANCE			
E 101-41500-433	Dues, Licensing & Seminars		\$40.00	2017 DUES	MALONE 2017 DUES
	Total MUNICIPAL CLERKS & FINANCE		\$40.00		
Paid Chk# 106098	5/25/2017	NAPA AUTO PARTS-LONG LAKE			
E 101-45200-210	Operating Supplies (GENERAL)		\$4.82	362517	PARTS
	Total NAPA AUTO PARTS-LONG LAKE		\$4.82		
Paid Chk# 106099	5/25/2017	NAPA AUTO PARTS-WATERTOWN			
E 610-40000-242	Well & F.P. Equipment		\$25.96	478343	PARTS
E 240-40000-499	Miscellaneous		\$180.21	478638	PARTS
E 610-40000-242	Well & F.P. Equipment		\$285.56	478995	PARTS
E 101-45200-210	Operating Supplies (GENERAL)		\$19.99	479048	PARTS
E 101-45200-210	Operating Supplies (GENERAL)		\$5.00	479104	PARTS
	Total NAPA AUTO PARTS-WATERTOWN		\$516.72		
Paid Chk# 106100	5/25/2017	NEW PIG			
E 610-40000-210	Operating Supplies (GENERAL)		\$55.69	22201686-00	SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)		\$55.70	22201686-00	SUPPLIES
	Total NEW PIG		\$111.39		

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May 2017

		Check Amt	Invoice	Comment
Paid Chk#	106101	5/25/2017	NEWMAN TRAFFIC SIGNS	
E 101-43100-226	Sign Repair Materials	\$55.93	0309592	SPEED LIMIT SIGNS
Total NEWMAN TRAFFIC SIGNS		\$55.93		
Paid Chk#	106102	5/25/2017	OFFICE DEPOT	
E 101-41500-200	Office Supplies (GENERAL)	\$299.99	925444662001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)	\$54.49	927009849001	SUPPLIES
E 630-40000-200	Office Supplies (GENERAL)	\$113.52	927009849001	SUPPLIES
Total OFFICE DEPOT		\$468.00		
Paid Chk#	106103	5/25/2017	OGRANOVICH, YEVGENIY	
G 802-20341	15610 Holdridge Rd East- Wetla	\$270.25	REFUND	WETLAND DELINIATION REVIEW REFUND
Total OGRANOVICH, YEVGENIY		\$270.25		
Paid Chk#	106104	5/25/2017	POPP TELECOM	
E 640-47000-321	Telephone	\$100.00		SERVICE
E 640-48000-321	Telephone	\$100.00		SERVICE
E 101-41940-321	Telephone	\$300.22		SERVICE
E 610-40000-323	Radio Units	\$91.09		SERVICE
E 620-40000-323	Radio Units	\$33.21		SERVICE
Total POPP TELECOM		\$624.52		
Paid Chk#	106105	5/25/2017	PROTERO	
E 101-45200-222	Repair & Maint - Equip	\$180.00	540815	PARTS
Total PROTERO		\$180.00		
Paid Chk#	106106	5/25/2017	RANDY S SANITATION	
E 101-41940-386	Other Utilities	\$3,287.50	5/9/17	CHARGES FOR SERVICE TO PW
Total RANDY S SANITATION		\$3,287.50		
Paid Chk#	106107	5/25/2017	REMER IRON WORKS INC	
E 404-40000-530	Improvements Other Than Bldgs	\$500.00	3544	DOWN PAYMENT ON "LITTLE BEACH" DOCK WITH BENCHES
Total REMER IRON WORKS INC		\$500.00		
Paid Chk#	106108	5/25/2017	RISVOLD, MICHAEL	
E 101-42100-499	Miscellaneous	\$639.25	REIMB.	RETIREMENT PARTY & GIFT
E 101-42100-331	Mileage & Expense Account	\$54.99	REIMB.	MTG.MEALS & PARKING
Total RISVOLD, MICHAEL		\$694.24		
Paid Chk#	106109	5/25/2017	SITEONE LANDSCAPE SUPPLY	
E 101-45200-210	Operating Supplies (GENERAL)	\$166.54	80528280	SUPPLIES
Total SITEONE LANDSCAPE SUPPLY		\$166.54		
Paid Chk#	106110	5/25/2017	SNAP-ON INDUSTRIAL	
E 101-43100-240	Small Tools and Minor Equip	\$13.73	32493175	TOOLS
Total SNAP-ON INDUSTRIAL		\$13.73		
Paid Chk#	106111	5/25/2017	SPOK, INC.	
E 101-43100-323	Radio Units	\$14.72	A0318102Q	PAGERS
Total SPOK, INC.		\$14.72		
Paid Chk#	106112	5/25/2017	SRF CONSULTING GROUP, INC.	
E 404-40000-302	Consultants	\$4,454.01	09397.00-5	BUSHAWAY LANDSCAPING
E 430-40000-302	Consultants	\$3,492.77	10594.00-1	WAYZ.BLVD/SUPERIOR STUDY
Total SRF CONSULTING GROUP, INC.		\$7,946.78		
Paid Chk#	106113	5/25/2017	SURFACE CONVERSIONS	
E 101-41910-492	HPB	\$200.00	5/15/17	HPB AWARDS

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May 2017

			Check Amt	Invoice	Comment
Total SURFACE CONVERSIONS			\$200.00		
Paid Chk# 106114	5/25/2017	THOMSON, JEFFREY			
E 101-41910-433	Dues, Licensing & Seminars		\$1,518.74	REIMB.	CONF.EXPENSE
Total THOMSON, JEFFREY			\$1,518.74		
Paid Chk# 106115	5/25/2017	TIME SAVER			
E 101-41100-302	Consultants		\$485.00	M22926	MTG.MINUTES
Total TIME SAVER			\$485.00		
Paid Chk# 106116	5/25/2017	TRANSMISSION SHOP INC.			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$2,078.77	114235	SQUAD REPAIRS
Total TRANSMISSION SHOP INC.			\$2,078.77		
Paid Chk# 106117	5/25/2017	UNIFORMS UNLIMITED			
E 101-42200-217	Uniforms		\$243.92	46035-2	FD UNIFORMS
Total UNIFORMS UNLIMITED			\$243.92		
Paid Chk# 106118	5/25/2017	UNPARALLELED PARKING			
E 401-40000-309	Contractual Services		\$521.36	1961	VALET PARKING
E 401-40000-309	Contractual Services		\$588.94	1976	VALET PARKING
Total UNPARALLELED PARKING			\$1,110.30		
Paid Chk# 106119	5/25/2017	USA BLUE BOOK			
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$329.14	248426	PARTS
Total USA BLUE BOOK			\$329.14		
Paid Chk# 106120	5/25/2017	VAN PAPER COMPANY			
E 101-45200-200	Office Supplies (GENERAL)		\$98.88	423981	SUPPLIES
E 101-43100-200	Office Supplies (GENERAL)		\$98.88	423981	SUPPLIES
E 610-40000-200	Office Supplies (GENERAL)		\$49.45	423981	SUPPLIES
E 620-40000-200	Office Supplies (GENERAL)		\$49.45	423981	SUPPLIES
E 101-41940-210	Operating Supplies (GENERAL)		\$214.98	424671	SUPPLIES
Total VAN PAPER COMPANY			\$511.64		
Paid Chk# 106121	5/25/2017	VERIZON WIRELESS			
E 101-42100-323	Radio Units		\$200.05	9785607888	PD SERVICE
Total VERIZON WIRELESS			\$200.05		
Paid Chk# 106122	5/25/2017	WAYZATA TIRE & AUTO			
E 101-43100-404	Repairs/Maint - Machin/Equip		\$2.95	136797	REPAIRS
E 101-42200-404	Repairs/Maint - Machin/Equip		\$151.23	137226	REPAIRS
E 101-42200-404	Repairs/Maint - Machin/Equip		\$60.35	137241	REPAIRS
Total WAYZATA TIRE & AUTO			\$214.53		
Paid Chk# 106123	5/25/2017	WSB & ASSOCIATES			
E 670-40000-302	Consultants		\$7,835.25	01204-380-8	POND SURVEYS
E 430-40000-302	Consultants		\$445.00	01204-470-10	2016 STREETS
E 430-40000-302	Consultants		\$10,608.50	01204-530-5	2017 STREETS
Total WSB & ASSOCIATES			\$18,888.75		
Paid Chk# 106124	5/30/2017	BIFFS, INC.			
E 101-45200-415	Other Equipment Rentals		\$62.50	W636536	PARKS SERVICE
Total BIFFS, INC.			\$62.50		
Paid Chk# 106125	5/30/2017	CAMDEN INDUSTRIAL SUPPLY			
E 101-43100-240	Small Tools and Minor Equip		\$45.88	8652	TOOLS
Total CAMDEN INDUSTRIAL SUPPLY			\$45.88		

***Check Detail Register©**

May 2017

			Check Amt	Invoice	Comment
Paid Chk#	106126	5/30/2017	CINTAS CORPORATION		
E 101-41940-210	Operating Supplies (GENERAL)		\$25.77	8403187635	BLDG.SUPPLIES
	Total CINTAS CORPORATION		\$25.77		
Paid Chk#	106127	5/30/2017	HACH COMPANY		
E 610-40000-309	Contractual Services		\$115.86	10458828	WATER ANALYSIS
	Total HACH COMPANY		\$115.86		
Paid Chk#	106128	5/30/2017	JONES, REBECCA		
E 610-40000-331	Mileage & Expense Account		\$12.49	REIMB.	SUPPLIES & POSTAGE
E 620-40000-331	Mileage & Expense Account		\$12.50	REIMB.	SUPPLIES & POSTAGE
E 610-40000-322	Postage		\$6.59	REIMB.	SUPPLIES & POSTAGE
	Total JONES, REBECCA		\$31.58		
Paid Chk#	106129	5/30/2017	KUUSISTO, SAM		
E 640-48000-341	General Promotions		\$300.00	6/1/17	BAR MUSIC 6/1/17
	Total KUUSISTO, SAM		\$300.00		
Paid Chk#	106130	5/30/2017	LAMBERT, JEFFREY W.		
E 101-42120-304	Legal Fees		\$3,430.00	5/24/17	LEGAL SERVICES
	Total LAMBERT, JEFFREY W.		\$3,430.00		
Paid Chk#	106131	5/30/2017	LOFFLER COMPANIES, INC.		
E 610-49100-540	Equipment		\$3,753.55	2524318	SERVER
E 101-41500-311	Data Processing		\$373.00	2524320	SOFTWARE
	Total LOFFLER COMPANIES, INC.		\$4,126.55		
Paid Chk#	106132	5/30/2017	MANSFIELD OIL COMPANY		
E 101-49200-212	Motor Fuels		\$1,340.42	20302423	FUEL
E 101-49200-212	Motor Fuels		\$315.46	20302424	FUEL
	Total MANSFIELD OIL COMPANY		\$1,655.88		
Paid Chk#	106133	5/30/2017	MARCO		
E 101-41500-404	Repairs/Maint - Machin/Equip		\$128.99	INV4307378	COPIER MAINT.
	Total MARCO		\$128.99		
Paid Chk#	106134	5/30/2017	MEDIACOM		
E 610-49100-309	Contractual Services		\$1,620.00		SERVICE
	Total MEDIACOM		\$1,620.00		
Paid Chk#	106135	5/30/2017	MINNETONKA BARGEMAN		
E 233-40000-309	Contractual Services		\$300.00	1882	SWIM BOUYS
	Total MINNETONKA BARGEMAN		\$300.00		
Paid Chk#	106136	5/30/2017	MN DEPARTMENT OF HEALTH		
E 610-40000-309	Contractual Services		\$2,254.00	1270054	WATER CONNECTIONS
	Total MN DEPARTMENT OF HEALTH		\$2,254.00		
Paid Chk#	106137	5/30/2017	MN NCPERS LIFE INSURANCE		
G 101-21715	PERA Term Life		\$48.00	6/2017	LIFE INSURANCE
	Total MN NCPERS LIFE INSURANCE		\$48.00		
Paid Chk#	106138	5/30/2017	NAPA AUTO PARTS-WATERTOWN		
E 101-43100-210	Operating Supplies (GENERAL)		\$15.76	479169	PARTS
E 101-43100-210	Operating Supplies (GENERAL)		\$13.76	479360	PARTS
	Total NAPA AUTO PARTS-WATERTOWN		\$29.52		
Paid Chk#	106139	5/30/2017	POPP TELECOM		
E 101-42100-309	Contractual Services		\$33.80	992414498	PD SERVICE

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May 2017

			Check Amt	Invoice	Comment
Total POPP TELECOM			\$33.80		
Paid Chk#	106140	5/30/2017	RANDY S SANITATION		
E 650-47500-384	Refuse/Garbage Disposal		\$8,861.67		LABOR
E 650-47500-384	Refuse/Garbage Disposal		\$38.35		STICKERS
E 650-47500-384	Refuse/Garbage Disposal		\$1,421.76		KARTS
E 650-47500-384	Refuse/Garbage Disposal		\$978.70		DRIVEUP
E 650-47500-386	Other Utilities		\$3,721.30		DISPOSAL
E 101-41940-386	Other Utilities		\$623.92		CH & PW SERVICE
E 650-47600-309	Contractual Services		\$3,947.40		RECYCLING
E 650-47800-384	Refuse/Garbage Disposal		\$6,591.90		ORGANICS PROGRAM
E 650-47800-386	Other Utilities		\$46.05		ORGANICS DISPOSAL
E 640-47000-384	Refuse/Garbage Disposal		\$150.00		STORE
E 640-48000-384	Refuse/Garbage Disposal		\$479.33		BAR
E 650-47500-499	Miscellaneous		\$9,055.55		SPRING CLEANUP
Total RANDY S SANITATION			\$35,915.93		
Paid Chk#	106141	5/30/2017	SITEONE LANDSCAPE SUPPLY		
E 101-45200-210	Operating Supplies (GENERAL)		\$107.38	80679256	SUPPLIES
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$35.59	80687583	SUPPLIES
Total SITEONE LANDSCAPE SUPPLY			\$142.97		
Paid Chk#	106142	5/30/2017	SNAP-ON INDUSTRIAL		
E 101-43100-240	Small Tools and Minor Equip		\$1,388.00	32543862	ENGINE SCANNER
E 101-45200-240	Small Tools and Minor Equip		\$102.99	32543862	ENGINE SCANNER
E 101-42100-240	Small Tools and Minor Equip		\$102.99	32543862	ENGINE SCANNER
E 610-40000-240	Small Tools and Minor Equip		\$103.00	32543862	ENGINE SCANNER
E 620-40000-240	Small Tools and Minor Equip		\$102.99	32543862	ENGINE SCANNER
Total SNAP-ON INDUSTRIAL			\$1,799.97		
Paid Chk#	106143	5/30/2017	SOUTHWEST ASSESSING		
E 101-41550-302	Consultants		\$4,033.33	5/30/17	JUNE ASSESSING SERVICES
E 101-41550-210	Operating Supplies (GENERAL)		\$192.67	5/30/17	ASSESSING SUPPLIES
Total SOUTHWEST ASSESSING			\$4,226.00		
Paid Chk#	106144	5/30/2017	SUMMIT FIRE PROTECTION		
E 101-41940-401	Repairs/Maint Buildings		\$201.55	1188142	SUPPRESSION SYSTEM INSPECTION
Total SUMMIT FIRE PROTECTION			\$201.55		
Paid Chk#	106145	5/30/2017	VAN PAPER COMPANY		
E 101-45200-210	Operating Supplies (GENERAL)		\$284.35	424776-00	SUPPLIES
Total VAN PAPER COMPANY			\$284.35		
Paid Chk#	106146	5/30/2017	VICTORY CORPS		
E 101-41940-210	Operating Supplies (GENERAL)		\$1,640.56	1148748	FLAGS
Total VICTORY CORPS			\$1,640.56		
Paid Chk#	106147	5/30/2017	ZARNOTH BRUSH WORKS, INC.		
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$920.00	0165017	PARTS
Total ZARNOTH BRUSH WORKS, INC.			\$920.00		
Paid Chk#	106148	5/30/2017	MARY DELAITTRE		
E 233-40000-302	Consultants		\$6,660.20	5/30/17	LAKE EFFECT
Total MARY DELAITTRE			\$6,660.20		
Paid Chk#	106149	5/30/2017	UNPARALLELED PARKING		
E 401-40000-309	Contractual Services		\$1,153.74	1983	VALET PARKING
Total UNPARALLELED PARKING			\$1,153.74		

***Check Detail Register©**

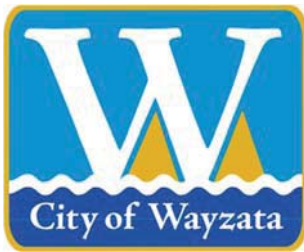
May 2017

Check Amt	Invoice	Comment
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10100 Anchor Bank	\$375,250.33	
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Fund Summary**10100 Anchor Bank**

101 GENERAL FUND	\$59,902.11
233 LAKFRONT IMPROVE	\$7,393.56
235 CABLE TV	\$1,600.00
240 DWI FORFIETURES	\$302.71
314 WIDSTEN	\$1,431.25
401 PERM IMPROVEMENT	\$13,933.75
404 PARK AND TRAIL CIP	\$4,954.01
408 GENERAL CIP	\$2,800.00
409 EQUIP REVOLVING	\$1,525.00
430 STREET CIP	\$14,673.63
610 WATER FUND	\$22,258.27
620 SEWER FUND	\$1,117.75
630 MOTOR VEHICLE	\$143.47
640 LIQUOR	\$197,681.89
650 SOLID WASTE	\$34,662.68
670 STORMWATER	\$8,107.25
802 ESCROW PROJECTS	\$2,763.00
	\$375,250.33



City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 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 BrewWorks

06/06/2017

**THE FOLLOWING MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY**

2017 GAS FITTER'S LICENSES	
Angell Aire Inc.	Burnsville, MN
Select Mechanical Services Inc.	St. Louis Park, MN
Sowada & Barna Plumbing, LLC	East Bethel, MN
S R Mechanical, Inc.	St. Louis Park, MN
2017 Itinerant Food License for Children of the American Revolution on 7/4/2017	
Chris Cakes	Pocahontas, IA

LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

2017 1 DAY to 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE FOR MARY SOLBERG ART EXHIBIT AT WAYZATA BREWWORKS ON JUNE 29, 2017	
Wayzata BrewWorks	Wayzata, MN



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

NAME OF ORGANIZATION: Wayzata Brewworks LLC DBA Wayzata Brewworks
DATE(S) OF EVENT: 6/29/17 START TIME: 2pm STOP TIME: Midnight
NAME OF EVENT: Marg Solberg Art Exhibit
DESCRIPTION OF EVENT: Art Displayed on Walls in the Boatworks Building
NAME OF LOCATION WHERE EVENT WILL BE HELD: Wayzata Brewworks/Boatworks Building
ADDRESS WHERE EVENT WILL BE HELD: 294 Grovelane Ave E.
NAME OF PERSON IN CHARGE AT EVENT: Rich Anderson
TELEPHONE NUMBER OF PERSON IN CHARGE AT EVENT: 952-737-1023
WHAT DO YOU PLAN TO CONSUME: Beer (Brewed at Wayzata Brewworks)
(BEER, WINE, OR INTOXICATING LIQUOR)
DO YOU PLAN TO PROVIDE THE LIQUOR? ☒ YES, GUESTS WILL PROVIDE THEIR OWN LIQUOR

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:

See Attached Drawing

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: 5/23/17

PRINT NAME: Robert Klick

CITY FEE AMOUNT: \$25.00 DATE FEE PAID: 5/23/17 RECEIPT # 37094

POLICE CHIEF SIGNATURE: [Signature] DATE SIGNED: 5/23/17

APPROVED BY WAYZATA CITY COUNCIL ON: _____

DEPUTY CITY CLERK SIGNATURE: _____ DATE SIGNED: _____



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Wayzata Brewworks LLC DBA Wayzata		Date organized 4-15-2016	Tax exempt number 46-5125799
Address 294 Grove lane AVE E.		City Wayzata	State Minnesota
Zip Code 55391			
Name of person making application Rich Anderson		Business phone 952-737-1023	Home phone 612-554-1947
Date(s) of event June 29 - 2017		Type of organization ☐ Club ☐ Charitable ☐ Religious ☒ Other Brewery	
Organization officer's name Robert Klick		City Golden Valley	State Minnesota
Zip Code 55427			
Organization officer's name		City	State
			Minnesota
Zip Code			
Organization officer's name		City	State
			Minnesota
Zip Code			
Organization officer's name		City	State
			Minnesota
Zip Code			

Location where permit will be used. If an outdoor area, describe.

Hallway in Boatworks Building

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

See Attached

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Wayzata
City or County approving the license
\$25.00 Receipt # **37094**
Fee Amount
05/23/2017
Date Fee Paid

Date Approved

Permit Date

City or County E-mail Address

City or County Phone Number

Signature City Clerk or County Official

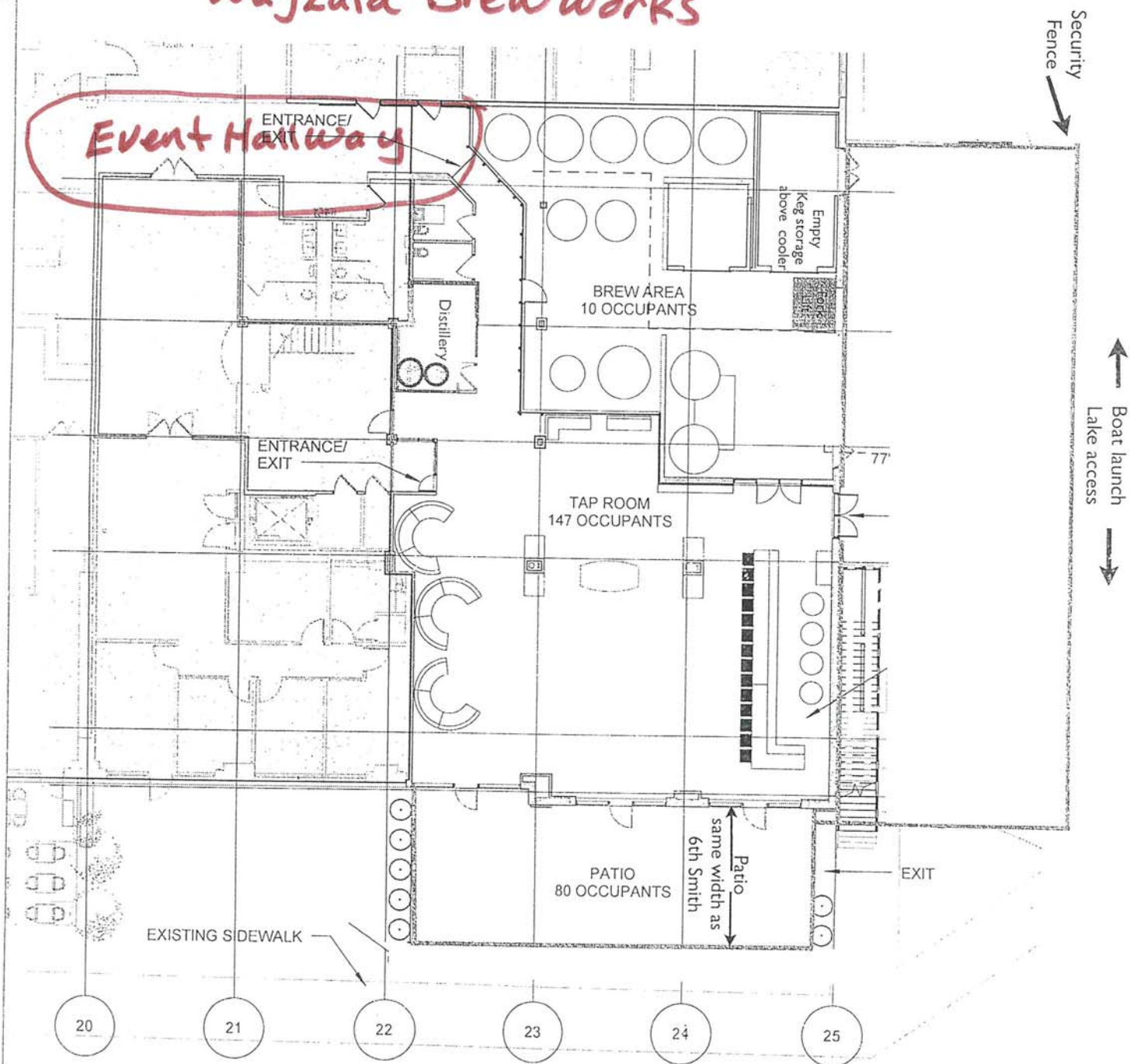
Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO **AGE.TEMPORARYAPPLICATION@STATE.PA.CT**

Wayzata Brew Works





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Christensen Group Insurance 11100 Bren Road West Minnetonka MN 55343		CONTACT NAME: Kristin Chase PHONE (A/C, No, Ext): (952) 653-1000 FAX (A/C, No): (952) 653-1100 E-MAIL ADDRESS: kchase@christensengroup.com	
INSURED WAYZATA BREW WORKS LLC 294 Grove Lane E. Suite 150 Wayzata MN 55391		INSURER(S) AFFORDING COVERAGE INSURER A: General Casualty Co. of WI INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12378	

COVERAGES**CERTIFICATE NUMBER:** 16-17 Liab w/Liquor**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			CCI1231407	12/12/2016	12/12/2017	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			CCI1231407	12/12/2016	12/12/2017	Limit Per Occurrence 1,000,000

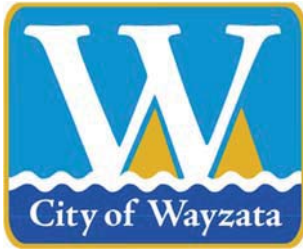
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Mary Solberg Art Exhibit - June 29, 2017.

CERTIFICATE HOLDER**CANCELLATION**

City of Wayzata 600 Rice Street East Wayzata, MN 55391	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Cliff Lake/KAC

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City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM:
TITLE: Approve Speed Study for Wayzata Blvd at Ferndale Road by SRF	
PROPOSED MOTION: To approve Proposal for Professional Services by SRF for Speed Study	
PREPARED BY: Mike Kelly, City Engineer/Asst. Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached speed study proposal.

FINANCIAL OR BUDGET CONSIDERATION:

The proposal will not exceed \$2,000 and will be paid out of the Street CIP fund.

BACKGROUND:

At the May 16 City Council work shop, the Council discussed continued safety and noise concerns at the intersection of Wayzata Boulevard and Ferndale Road with residents of the neighborhood.

In addition to increasing the size of the speed limit signs and adding flags at the signs so they are more apparent, staff indicated that it would look into installing a “No Jake Break” sign as well as initiate a speed study to see if MnDOT would consider lowering the speed limit.

Attached is the speed study proposal from SRF.

ATTACHMENTS:

1. Speed Study Proposal from SRF, dated May 26, 2017

May 26, 2017

Mr. Mike Kelly, PE
City Engineer/Assistant Director of Public Works
City of Wayzata
600 Rice Street
Wayzata, MN 55391

Subject: Proposal for Professional Services for Wayzata Boulevard Speed Study
Wayzata, Minnesota

Dear Mr. Kelly:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for a traffic study to help determine current vehicle speeds along segments of Wayzata Boulevard between County Road 112 and Ferndale Road.

Scope of Services

We propose to carry out the services described as follows:

- 1) Review historical traffic data within the study area provided by City, County, and/or MnDOT.
- 2) Collect vehicular speed data at up to three (3) locations along Wayzata Boulevard (west of Ferndale Road, see Attachment B – Project Location). The data will be collected for approximately one-week and will be summarized by direction for volume, 85th percentile speed, and 10-mile per hour pace.
- 3) Results will be documented in an operations summary memorandum and include the raw-data collected as part of the study.

Please note that current construction in the area (Wayzata and Long Lake) is impacting area travel patterns at this time.

Schedule

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

Basis of Payment/Budget

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

Based on our understanding of the project and our scope of services, our cost will not exceed \$2,000, which includes both time and expenses.

www.srfconsulting.com

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

An Equal Opportunity Employer

Changes in the Scope of Services

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

Standard Terms and Conditions

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

Acceptance/Notice to Proceed

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

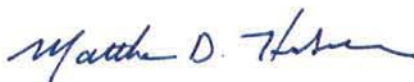
We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Matthew Pacyna, PE (MN WI ND)
Senior Associate



Matthew D. Hansen, PE (MN ID), LS (MN IA)
Principal

MP/MDH/jal

Attachment A – Standard Terms and Conditions

Attachment B – Location Map

Approved

CITY OF WAYZATA

(signature)

Name _____

Title _____

Date _____

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

S:\Marketing\Proposals\2017 Letter Proposals\10716PP_Wayzata Speed Study.docx

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

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

1. STANDARD OF CARE

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

2. INDEPENDENT CONTRACTOR

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

3. PAYMENT TO SRF

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

4. OPINION OF PROBABLE CONSTRUCTION COST

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

5. INSURANCE

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

6. INDEMNIFICATION AND ALLOCATION OF RISK

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

7. TERMINATION OF AGREEMENT

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

8. OWNERSHIP AND REUSE OF DOCUMENTS

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

9. USE OF ELECTRONIC MEDIA

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

10. FORCE MAJEURE

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

11. ASSIGNMENT

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

12. BINDING EFFECT

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

13. SEVERABILITY AND WAIVER OF PROVISIONS

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

14. SURVIVAL

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

15. DISPUTE RESOLUTION

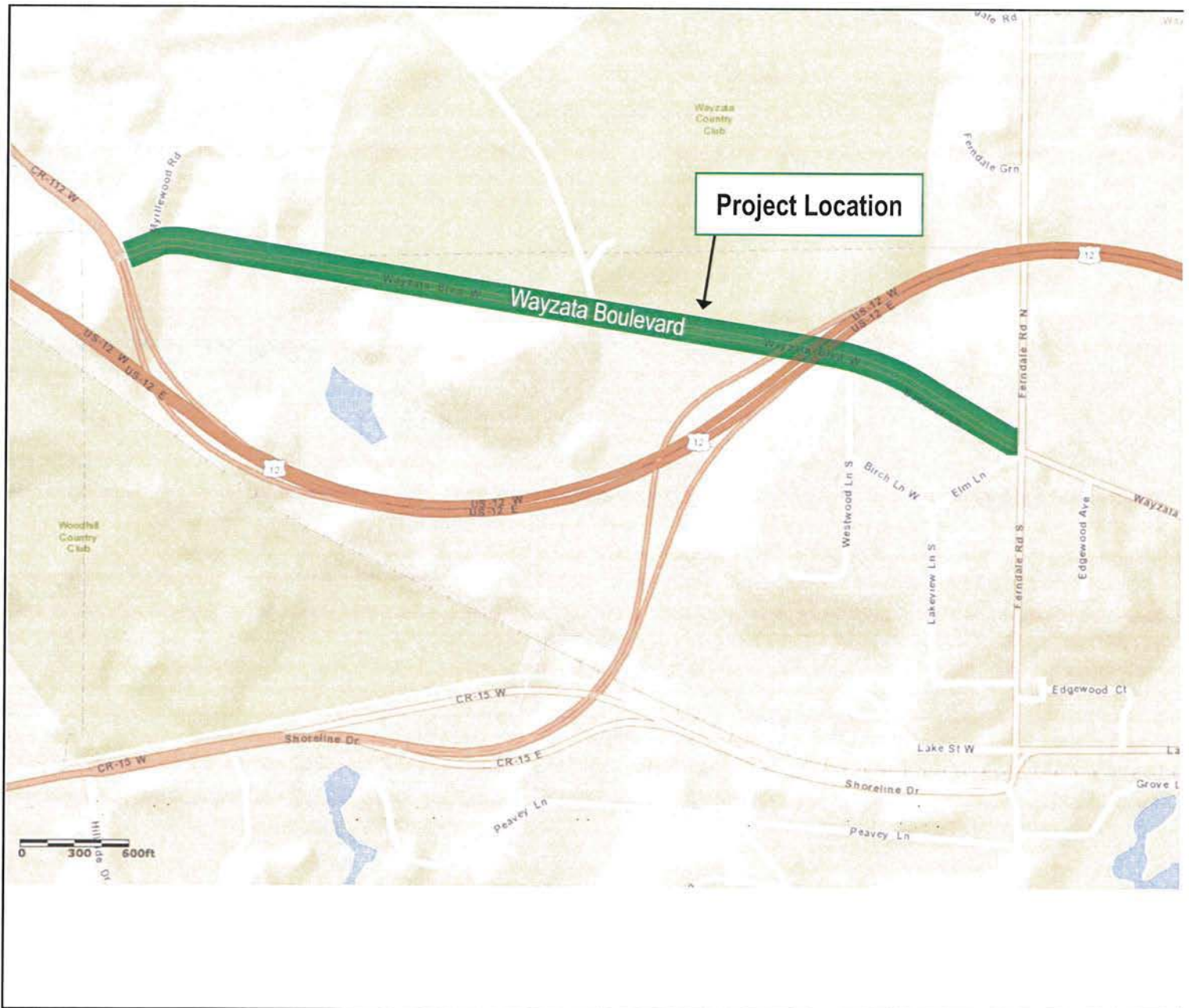
If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this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

16. CONTROLLING LAW

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

17. SITE SAFETY

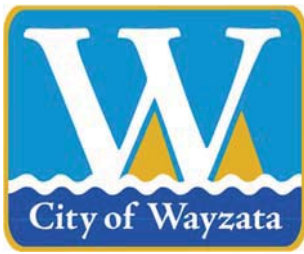
SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project,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



Project Location

Wayzata Boulevard Speed Study
Wayzata, Minnesota

10716PP | 052417



City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM: 7e
TITLE: Approval of Purchase of Security System for Mill Street Parking Structure	
PROPOSED MOTION: To approve the request for \$40,801 for the purchase of a Security Camera System	
PREPARED BY: Mike Kelly, City Engineer/Asst. Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the proposal from SPC Companies for the purchase of a security system for the Mill Street Parking Structure.

FINANCIAL OR BUDGET CONSIDERATION:

As of the end of the May, the Mill Street Parking project has over \$275,000 left in its contingency fund. This purchase request is for \$40,801 and would be funded out of contingency. There are two additional contingency request that will likely be considered at the next meeting: 1.) Public Directory/Kiosk and 2.) Entry sign along Mill Street.

BACKGROUND:

One of the goals of the Mill Street Parking Ramp Steering Committee was a security camera system installed in and on the Mill Street Parking Structure. While conduit for the system was included in the project plans, staff held off on plans to move forward with the actual camera system until there was comfort in the amount of contingency left to fund the system.

Staff is now comfortable with buying and installing the camera system and, if approved, will work with SPC Companies to purchase and install the system.

As proposed, the system would provide camera coverage of both the upper and lower parking areas, as well as each of the three stairways.

ATTACHMENTS:

1. Security Camera Quote from SPC Companies



Installation Site:

City Of Wayzata - Parking Ramp
TBD | Wayzata, MN 55391
Mike Kelly | (952) 404-5630

SPCcompanies.com
Presented by: Brett Hinrichsen
V:(763) 784-6504 | F:(763) 489-2161

Sales Proposal	Qty.	Total
R5 March Customer Training CD-ROM [MTCD]^ zz	1 ea	0
VideoSphere R5 Administrator Console ver5.7 [24065]^ zz	1 ea	0
VideoSphere R5 Evidence Manager Professional And WEB GUI Interface (v5.7.2 And Later Download) [EMP-WEB]^ zz	1 ea	1
DVR - 8532 R (Rack) NVR, 2 x 6 TB, 16 analog (480 FPS @ 4 CIF), 32 IP (32 Cameras Max. Any Configuration May Need Encoder) [28066-119]^16 zz	1 ea	8,295
Portal to Portal Fee	-	125
CITY HALL		8,421
Camera - Indoor/Outdoor - Dome - 3MP, WDR, TDN, 2.9-8.5mm, POE [30824]^16	8 ea	6,553
Mount - Pendant Cap - NPT Mount Adaptor w/Sunshield (For 30824) [30332]^16 zz	4 ea	389
Mount - Wall Mount (For Pendant Cap - NPT Mount Adaptor) [HOMINIDOMEWB]^16 zz	4 ea	808
Mount - Pole Mount Adaptor (req. HOMINIDOMEWB " + " NPT Mount Adaptor) [HOMINIDOMEPMA]^16 zz	4 ea	814
Camera - Arecont - 20 Meg, D/N, H.264/MJPEG, 360, 4x3.5mm, Surface/Hard-Ceiling Mount, In/Out, IP66, 12VDC/24VAC Heater [AV20365DN-HB]^16 zz	6 ea	16,435
Mount - Arecont - Int/Ext, Pendant Cap For MegaDome, D4SO, And 12MP Panoramic Series (Req. AV-WMJB) [MD-CAP]^16	3 ea	276
Mount - Arecont - Int/Ext, Wall, With Junction Box For SurroundVideor Omni Series, 1.5" NPT Female (Mount Cap Not Included) [AV-WMJB]^16	3 ea	616
Mount - Arecont - Int/Ext, Electrical Box Adapter Plate For SV-WMT, MD-WMT2, HSG2-WMT, MicroDome and MegaView [AV-EBA]^16	3 ea	171
Mount - Arecont - Int/Ext, Junction Box Adapter For AV-WMJB, AV-PMJB, AV-CRMA, AV-PMA, HSG2-WMT And MegaView [AV-JBA]^16	3 ea	338
Cable - (CAT5e) CMP 24AWG 4PR Solid UTP Plenum Ethernet [WI-460608S-BU]*	1,750 ft	2,873
Connector - Network - RJ45 For Use With CAT5 Or CAT6 Cable [GC30-99-18]*	28 ea	243
Portal to Portal Fee	-	875
Switch - Antaira - Extended Temperature 8 Port POE+ Unmanaged Gigabit Ethernet Switch - [LNP-800AGH-T]	2 ea	1,307
DIN Rail Track - 10" For Mounting Switches And Power Supply - [DIN-RAIL-10]	1 ea	45
Power Supply - Antaira 48VDC 240W Industrial DIN Rail Power Supply - [DRP-240-48]	1 ea	233
Mount - Arecont - Pole Moutn Adapter - [AV-PMA]	3 ea	218
Outdoor Enclosure - Wiegmann 12"H x 12"W x 6"D - [RHC121206]	1 ea	187
RAMP		32,379



Installation Site:
City Of Wayzata - Parking Ramp
TBD | Wayzata, MN 55391
Mike Kelly | (952) 404-5630

SPCcompanies.com
Presented by: Brett Hinrichsen
V:(763) 784-6504 | F:(763) 489-2161

<u>Description</u>	<u>Amount</u>
Labor	8,157.00
Material	32,223.00
Freight	421.00
	40,801.00

Total 40,801.00

Bill to:
City Of Wayzata`
299 Wayzata Boulevard West
Wayzata | MN | 55391
Mike Kelly

Scope:
Provide And Install New IP Cameras In New Parking Ramp
DVR To Be Installed AT City Hall
14 Days Retention
Delivery: 4 - 6 Weeks | New Equipment Warranty Months: 3
Freight Is Estimated. Sales Tax Included Unless Specified.
Unless Specified, Electrical Work And Special Permits Or Licenses Not Included
160808CityOWTBDWayzataVID6.pee

Signature

Print Name

Date

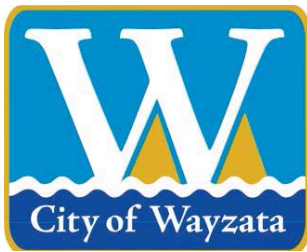
See Exhibit A For TERMS & CONDITIONS

Exhibit A

TERMS & CONDITIONS

Security Products Company, LLC (hereinafter "**Seller**") agrees to sell and Customer (hereinafter "**Purchaser**") agrees to purchase the Equipment as listed in the Sales Proposal (hereinafter "the **Equipment**") in accordance with the terms listed herein:

1. **PRICE and PAYMENT:** Purchaser agrees to pay Seller 50% of the Sales Proposal upon signing and 50% of the Sales Proposal upon substantial completion except when noted otherwise in the Sales Proposal accepted by the Purchaser. All prices are exclusive of Federal, State and local taxes, duties or fees. All such taxes, duties or fees shall be borne by Purchaser and will be included in final billing. A monthly service charge of one and one-half percent (1-1/2%) or the highest rate allowed by law whichever is lower, will accrue on any invoice past due. In the event Purchaser fails to fulfill the terms of payment or in the case where the Seller shall have any doubt at any time as to Purchaser's financial condition, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security. This requirement will not release Purchaser from any previous obligation. Should Purchaser delay installation, the payment(s) due shall remain in effect.
2. **DELIVERY:** Delivery is to be made based upon the projected delivery time as stated in the Sales Proposal. Any delivery date is approximate. Furthermore, Seller shall not be liable for any delays in the delivery of orders due in whole or in part, directly or indirectly, to fires, acts of God, strikes, lack of raw materials, supplies or components, retooling, upgrades of technology, delays of carriers, embargo, government order or directive, or any other circumstances beyond Seller's control. Purchaser agrees that Seller shall not be liable for any damages, including direct, indirect, consequential, or special damages, which may result from any such delays.
3. **LIMITED WARRANTY AND LIMITATION OF REMEDIES:** Seller warrants to original Purchaser only that Equipment will be free, under normal use and service, from defects in material and workmanship for the term of warranty. Term of warranty commences the date the Equipment installation is complete. Seller's liability and Purchaser's sole remedy for defects shall be limited to the repair or replacement, at Seller's sole option, of the defective Equipment. Warranty claims must be made in writing and delivered to Seller within (10) days of the Purchaser's discovery of the defect. All warranty repairs must be performed by Seller's agent as authorized by Seller. Warranty does not include costs of repair or replacement due to failures caused by: water or moisture problems; vandalism; power fluctuations; erosion; corrosion; operation beyond rated capacity; operation of products in a manner not in compliance with specifications and/or instructions; alterations or repairs not authorized by Seller; accident; or acts of God. **SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR IS THERE ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS EXPRESSLY STATED IN THIS SECTION.** The charges of Seller under this contract are for the sale and installation of Equipment, and are not sufficient to guarantee that no loss will occur. Accordingly, the parties agree that in no event shall Seller be liable to Purchaser, or any third person for loss or damage to person or property resulting from the failure of the Equipment to operate or to function properly. It is Purchaser's obligation to obtain its own insurance covering personal injury and property loss, or damage to its premises and Purchaser hereby agrees to indemnify Seller against and hold Seller harmless from all claims of this nature. The parties agree that Purchaser's sole remedy against Seller for any claim, including breach of warranty, negligence and/or strict liability in tort, is as set forth herein. This remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to provide repair or replacement as described herein. If Seller fails to provide free repair or replacement as required above, Seller's entire liability shall not exceed the lower of the repair value, the replacement value or the amount paid by Purchaser to Seller for the defective Equipment. **THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF MONEY, PROPERTY OR EQUIPMENT, LOST REVENUE OR PROFIT, OR HARM TO GOOD WILL OR BUSINESS REPUTATION,** whether a claim for such damage is based in contract, warranty, negligence or strict tort. Each party recognizes that the limitations contained herein are a material factor in the sale of the Equipment and installation at the price(s) specified.
4. **TERM OF WARRANTY:** Seller warrants the standard terms for the following Equipment types and periods listed:
 - a. Electronic Equipment; Three (3) months. Products include: alarm, access control, video, Teller Cash Automation, ATMs, TTV, vehicle detector, electronic locks.
 - b. Drive-up and Physical security equipment; twelve (12) months. Products include: vaults, safes, fire resistive equipment, bullet resistant equipment, under-counter steel cabinets
 - c. Warranty commences the date Seller completes the Equipment installation.
5. **RISK OF LOSS:** If delivery is by common carrier, risk of loss shall pass to Purchaser when Equipment is delivered by Seller to the common carrier for shipment to Purchaser. If delivery to Purchaser is by Seller's contract carrier or service vehicle, risk of loss shall pass to Purchaser when the Equipment is safely delivered to Purchaser's premise or designated location.
6. **SELLER RETAINS SECURITY INTEREST:** Purchaser grants Seller a security interest in the Equipment and any proceeds thereof to secure payment of the purchase price hereunder. Seller is authorized to file financing statements under the Uniform Commercial Code or other statutes naming Purchaser as debtor and Seller as secured party and indicating that the material and the proceeds thereof are items of collateral. Purchaser further agrees to execute within five (5) days following any request by Seller such financing statements as Seller shall require for filing or recording of this agreement.
7. **FACILITY REQUIREMENTS:** All masonry work is to be done by Purchaser, including grouting and filling of pits where required, and shall be done in strict conformity with specifications supplied by Seller. All conduits, outlets, and vault penetrations must be provided by Purchaser without expense to Seller. Purchaser shall provide convenient access to the building and areas where the Equipment is to be installed. Purchaser shall furnish Seller with sufficient floor space for the storage of materials and tools.
8. **ADDITIONAL REQUIREMENTS:** Any requirements and/or physical change of the structure are the responsibility of the Purchaser if so desired. Purchaser may require Seller to make certain facility and/or structural changes and if so, those changes will be noted in a separate contract.
9. **DRAWINGS:** Purchaser agrees to be governed solely by drawings and specifications furnished by Seller. These drawings are to be furnished and shall show all building requirements, wiring and other information as necessary to prepare properly for the installation of Equipment.
10. **PERMITS AND ORDINANCES:** Purchaser shall provide and pay for all permits required in connection with the work to be done, and deliver copies to the Seller at least thirty (30) days prior to the installation.
11. **INSTALLATION:** Installation of the Equipment must be made by Seller's approved installers and/or erectors as a condition of warranty. The work of installation shall be performed by the Seller on consecutive working days and during regular working hours unless otherwise agreed. Should Purchaser request that work be performed by Seller outside standard business hours, the additional cost of such work shall be paid by Purchaser. Where the Seller's installers are prevented from working on full or consecutive working days by Purchaser's request or for any cause other than Seller or its installers own fault, the additional cost of travel to and from the job or retaining the installers on the job without work shall be paid by Purchaser. Should the installers be withdrawn from the job through no fault of Seller, Purchaser shall be responsible for protecting all works against damage by other trades on the job and/or other damage.
12. **CHANGES:** Should Purchaser request any alterations or additions to the contract, the cost of such changes shall be borne by Purchaser. Such changes shall be made in writing.
13. **INSTALLMENTS:** Seller's failure to deliver or non-conformity of any installment of this contract shall not be a breach of the entire contract.
14. **WAIVER:** The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions nor of the right of such party to enforce such provisions in the future.
15. **SEVERABILITY OF TERMS:** The invalidity of any provision herein shall not affect any other provision.
16. **GOVERNING LAW/DISPUTES:** This contract shall be governed by and interpreted in accordance with the internal laws (and not the laws of conflicts) of the State of Minnesota. All disputes which arise in connection with this contract or the Equipment purchased herein shall be resolved, if not sooner settled, by litigation in a court of competent jurisdiction located within the State of Minnesota, County of Hennepin, and Purchaser hereby consents to the personal jurisdiction thereof over it. **NO ACTION ARISING OUT OF OR RELATED TO THIS SALE MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.** In any action brought with respect to this contract or the Equipment sold hereunder, the substantially prevailing party shall be entitled to its reasonable attorneys' fees, cost and disbursements.
17. **WRITTEN TERMS EXCLUSIVE:** The terms herein constitute the final written expression of all of the terms of the agreement between Purchaser and Seller for the Equipment listed and supersedes any other agreements or understandings, whether written or oral. Purchaser specifically disclaims that it has in any way relied upon representations, promises, warranties or statements by Seller's agent(s) that differ in any way from the terms herein and agrees that any promises, warranties or statements not contained herein shall have no force or effect. Any subsequent changes to the terms herein must be in writing and signed by both Seller and Purchaser to be effective.
18. **INDEMNITY.** Subject to the limitations set forth in Section 3 and Section 16, Seller will indemnify, defend and hold Purchaser and its directors, officers and employees harmless from and against damage to Purchaser's premises (including, but not limited to, reasonable attorneys' fees) resulting from or arising out of the performance by Seller or its approved contractors of Seller's work described in Section 11. Notwithstanding the foregoing, the aggregate liability of Seller pursuant to this paragraph shall not exceed amounts covered and paid by Seller's insurance, excluding the amount of any deductible. Seller, at its sole cost and expense, will maintain, secure and keep in force while any obligation of performance of Seller remains outstanding, commercial general liability insurance, including premises or operations, contractual, and products or completed operations coverages (if applicable) with limits of no less than \$1 million per occurrence/aggregate.



City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM: 7f
TITLE: Approval of professional services agreement with Metro West Inspection Services, Inc. for building inspection services	
PROPOSED MOTION: Approve the professional services agreement with Metro West Inspections, Inc.	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

City staff recommends that the City Council approve the professional services agreement with Metro West Inspections, Inc.

FINANCIAL OR BUDGET CONSIDERATION:

The contract provides a flat rate of \$95 per hour for provided services, and would not exceed 20 hours per week. Therefore, the cost of the contract will be up to \$8,300 per month. The budget increase for the additional contractual services provided in the agreement will be offset equally by the budget savings associated with the salary and benefits expenses for the vacant Building Official position.

BACKGROUND:

At the end of April, the City's Building Official left the City for a position at the City of Plymouth. Since that time, the City hired Don Johaneson, who retired from the City in July of 2016, as the interim Building Official.

Throughout April and May, the City recruited candidates for the Building Official position. After completing the recruitment and interview process, the City was not able to identify a qualified candidate for the position.

City staff has met with Metro West Inspection Services to discuss providing interim Building Official responsibilities for the City on an ongoing basis, until the City can recruit and hire a new Building Official. Metro West Inspection Services provides comprehensive building inspection services for many area cities and counties, including Medina, Orono, Waconia, Rogers, and Carver County. Their staff includes 16 building inspectors.

Attached for the Council's approval, is a draft professional services agreement with Metro West which provides the following scope of services:

- Be the City's designated Building Official
- Provide a licensed Building Official for office hours every Tuesday and Thursday from 7:30 a.m. to 3:30 p.m., as needed, and availability during other business hours for customer and staff inquiries and back-up inspections

- Building inspection services will include plan review, inspections (building, mechanical, plumbing), and general guidance on building code
- Coordinate with City's building inspector on all plan reviews and inspections, as needed

ATTACHMENTS:

1. Scope of Services Proposal
2. Draft Professional Services Agreement



Metro West Inspection Services, Inc.
689 Medina St.
Loretto, MN 55357
763-479-1720

May 18, 2017

City of Wayzata

To : Julie Kaufman

Thank you for the opportunity to present Wayzata with the commercial building inspection services that Metro West Inspection Services, Inc. can provide. Our firm has provided comprehensive building inspection services for cities, counties and townships since 1976. We have adequate staffing which allows us to complete all plan reviews and required inspections, despite vacations, continuing education, illness and/or emergencies. Information regarding our company and our proposed fees are noted below:

1. We have a staff of 16 MN. Certified Building Officials. Within that staff, we have (4) building officials approved by the State of Minnesota to review and inspect state building projects.
2. Metro West office hours are 7:00 a.m. to 4:30 p.m. Monday-Friday. In addition to our inspectors, we have two (2) fulltime and one (1) part-time office staff. Our office and staff are fully capable for all building inspection services.
3. All insurances are in place: Workers Comp., Commercial Auto and General Liability, copies can be provided upon request.
4. Minimum notification time for scheduling is 24 hours.
5. Minimum time for processing permit applications would be 3-5 days; this depends upon the type of said project, i.e. residential or commercial. Also, if the applicant has not submitted required paperwork for project and/or questions that arise from plan review, extra time would be required to complete their permit.
6. Our company is licensed by the MPCA for all septic systems installation, plan review(s) and inspections. Seven (7) of our inspectors are MPCA certified.
7. FEE SCHEDULE for all permits: Hourly: \$95.00 per hour for inspections, plan review, administrative requests, calls or the event of investigation.
8. Re-inspections Fee: \$50.00 each.
9. Inspection(s) when fee is not indicated: \$95.00 per hour.
10. Site Inspection(s): \$95.00 each.



11. Miscellaneous/Special Service(s) Fees: \$95.00 per hour.
12. Investigation Fees are determined by the Minnesota State Building Code (MSBC) 2015 when necessary in issuing a building permit.
13. Billing Method: Invoices are sent once a month (15th) for all permits finalized or hourly work performed the month before. The statement will include final permits with all generated data attached. The building inspectors will deliver billings to the city each month.
14. Metro West will Provide the City of Wayzata a Licensed Building official available Tuesday's and Thursday's from the hours of 7:30 a.m. to 3:30p.m., not to exceed 20 hours per week. Within those business hours the Metro West Building Official will perform, plan review, inspections (regular and back up), staff and customer inquiries, all while coordinating with the Wayzata's Building Inspector.

Please contact us at your convenience should the enclosures merit further consideration and explanation. Again, thank you for your interest in our company.

We are looking forward to your response!

Sincerely,

Todd Geske, MN. Building Official

METRO WEST INSPECTIONS SERVICES, INC.



Todd Geske

PROFESSIONAL BIOGRAPHY

Todd Geske is the Designated Minnesota Building Official for Metro West Inspection Services, Inc. Todd has worked for Metro West since 1995. For the first five years Todd was a residential field inspector and in 2000 he was promoted to Staff Supervisor and Commercial Inspections. In 2017 Todd became the owner of Metro West.

Todd currently is certified by the State of Minnesota to perform reviews and inspections on all State Licensed facilities, public schools, hospitals and nursing homes. His experience with commercial inspections includes all plan review and inspection on building projects ranging from small independent to large industrial structures and multi-story buildings. Examples of project's he has solely worked on are Waconia Hospital, Rogers High School and Good Samaritan Waconia. Todd is also Minnesota certified for Fire Suppression reviews and inspections.

In Todd's supervisory position he has managed a staff of 20 employees. He has maintained a qualified staff with experience totaling 65 years. Todd effectively works at mitigating and resolving all conflicts arising from building code enforcement.

Todd is an avid outdoor enthusiast. Weekends are filled with camping, fishing, hunting, forests and anything that involves outdoor recreation.



Mike Rosenau is a Licensed Building Official with Metro West Inspections. He has four plus years of building inspection and plan review experience. Some of his professional experiences include multi-story Apartment Buildings, 100,000 plus square foot assisted living properties and Grocery stores from the ground up. Combining His experience as a Building Official along with his past history working with a family business, Mike has a combined 19 plus years of experience in the construction Field. When He isn't at the office working on plan review or answering code questions, you will find him enjoying his free time at home enjoying the company of his family. He also enjoys spending an afternoon on the golf course in the summer or out on the frozen lakes ice fishing in the winter.

Michael Rosenau

BO License # BO706204

Metro West Inspections

Mr.metrowest@gmail.com

Office 763-479-1720

Cell 763-269-1042

PROFESSIONAL SERVICES AGREEMENT FOR BUILDING INSPECTION

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made effective _____, 2017 (“Effective Date”) by and between the City of Wayzata, Minnesota (the “City”) and Metro West Inspection Services, Inc. (“Contractor”) for the comprehensive building inspection services described herein, and contains the terms and conditions applicable to Contractor’s services and associated deliverables.

RECITALS

WHEREAS, the City desires to engage Contractor to perform certain building inspection services for the City; and

WHEREAS, Contractor desires to provide such building inspection services for the City upon the terms and subject to the conditions set forth herein.

AGREEMENT

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

I. SCOPE OF SERVICES AND DELIVERABLES

Contractor will provide the services and deliverables that are described in **Schedule A** attached hereto (the “Services”). Contractor will report to and generally work with the City’s Director of Planning and Building.

II. COMPENSATION AND BILLING

As consideration for the provision of the Services, the City agrees to pay the Contractor as described on **Schedule A**. Contractor will invoice the City monthly for compensation for the Services provided in accordance with Agreement, and include with such invoices detailed descriptions of the Services provided by the Contractor to the City. City shall pay Contractor for all undisputed invoices within thirty (30) days of receipt of such invoices.

III. CHANGE OF SCOPE OF SERVICES

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

IV. INSURANCE

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

A. General Liability. Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual

aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. City shall be endorsed as additional insured.

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

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

D. Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Contractor shall also carry employers' liability coverage with minimum limits as follows:

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

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

V. INDEPENDENT CONTRACTOR RELATIONSHIP

City and Contractor agree that Contractor is an "independent contractor" and not an employee of City. Contractor shall retain the sole and exclusive right to control the manner, time, place and means by which the Services are performed under this Agreement. Contractor shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the Services. Contractor shall be responsible for the compensation and benefits of Contractor's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to Contractor under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid by City with respect to payments to Contractor, including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax. Contractor shall not be entitled to any benefits from

City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

VI. TERMINATION

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

VII. OTHER TERMS

A. Entire Agreement; Amendments. This Agreement, and the schedules referenced herein, represents the entire agreement between Contractor and City. This Agreement supersedes any prior or contemporaneous representations or agreements, either written or oral. No amendment or modification of the terms of this Agreement, except as may be expressly authorized herein, may be made and will not be effective unless agreed upon in writing by City and Contractor.

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

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

D. Indemnification. Contractor shall defend and indemnify City, its employees, officials, and agents, against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person, or damage to property, arising out of the Services or any breach of this Agreement by Contractor.

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

F. Rights in Deliverables. All deliverables associated with the Services, and all data, information, ideas, designs, plans and creative works associated therewith, shall be

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

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

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

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

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

To Contractor:
Metro West Inspection Services, Inc.
689 Medina St.
Loretto, MN 55357
Attention: Todd Geske

J. Governing Law; Jurisdiction; Data Practices Act. This Agreement shall be construed in accordance with governed by the laws of the State of Minnesota. The parties agree to submit to the jurisdiction of the courts of the State of Minnesota, and that any litigation regarding this Agreement will be brought in the state or federal courts that lie in Hennepin County, Minnesota. Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13. Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13, and Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

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

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

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

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

CITY:

City of Wayzata, a Minnesota Municipal
corporation

By: _____
Kenneth Willcox, Mayor

By: _____
Jeffrey Dahl, City Manager

CONTRACTOR:

Metro West Inspection Services, Inc.

By: _____
[Name]

SCHEDULE A STATEMENT OF WORK

SERVICES

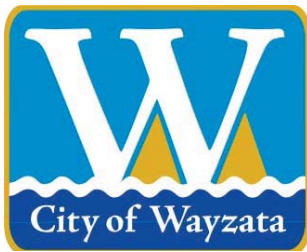
Contractor shall provide comprehensive building inspection services on behalf of the City as detailed below. An employee of Contractor who is a licensed building official shall be available Tuesdays and Thursdays between 7:30 a.m. and 3:30 p.m., up to 20 hours per week (or at such other days and hours mutually agreeable to City staff and Contractor), to provide the services and deliverables generally associated with a city building official, including, but not limited to,

1. Permit application processing
2. Building plan review
3. Site and construction inspections (regular and back up)
4. Timely and responsive communications and coordination with City staff and applicants, builders and contractors

COMPENSATION

Contractor shall be paid for Services provided at the following rates:

Service	Rate
Plan review, inspections, administrative requests, calls, investigations	\$95.00 per hour
Miscellaneous/Special Service(s) Fee	\$95.00 per hour



City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM: 7g
TITLE: Consider Resolution No. 18-2017 approving and authorizing execution of the RLS for The Landing at 901 Lake St E	
PROPOSED MOTION: Adopt Resolution No. 18-2017	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Adopt the resolution approving and authorizing the execution of the Registered Land Survey (RLS) for property at 901 Lake Street East

FINANCIAL OR BUDGET CONSIDERATION:

The RLS subdivision does not have any impact on the City budget.

BACKGROUND:

In February 2012, the City approved the initial subdivision of the properties for the Wayzata Bay Center redevelopment project, and the Wayzata Bay Center plat was recorded at Hennepin County. The 2012 subdivision divided the redevelopment site into six blocks that correspond to the six phases of the development, and multiple outlots that comprise the Commons Park, private streets, and east buffer properties.

As each of the phases of the development have been constructed and the buildings completed, registered land surveys (RLS) have been filed that divide each of the individual blocks into separate parcels for ownership purposes.

With The Landing building nearing completion, the property owners have submitted an RLS that would divide the block into separate tracts. There are four ownership entities for the block with the related tracts that they will own once the RLS is recorded:

- Promenade Master Association – will own Tract C (Area LL-C) and Tract I (Area L1-C)
- Bohland Hotel Group, LLC – will own Tract B (Area LL-B), Tract F (Area L1-B-1), Tract H (Area L1-B2), Tract O (Area M-A) and Tract P (Area 2-3-4 B)
- Landing Condominium's – will own Tract A (Area LL-A), Tract D (Area LL-A), Tract E (Area L1-A1), Tract J (Area L1-A2), Tract M (Area M-A1), Tract N (Area M-A2), and Tract Q (Area 2-3-4 A, Area 2-B)
- Wayzata Bay East Retail, LLC – will own Tract G (Area L1-D1 and Area M-C), Tract K (Area L1-D2), and Tract L (Area L1-D3)

The City's subdivision ordinance allows the City Manager to approve a subdivision of property that divides a tract of land into separate lots where the division is to permit individual private ownership. Therefore, the proposed RLS could be administratively approved by City staff. However, in submitting the RLS to the Hennepin County surveyor's office, the County has indicated that it will require the City Council to approve the RLS before it can be filed with the Registrar of Titles. Therefore, the applicant is requesting that the City Council approve the RLS.

City staff has reviewed the RLS and determined that it meets the City's subdivision ordinance standards. City staff has drafted the attached resolution that would approve and authorize execution of the RLS for filing at Hennepin County Registrar of Titles.

ATTACHMENTS:

1. Applicant's narrative
2. Draft Resolution No. 18-2017
3. RLS
4. Wayzata Bay Center Plat

City Wayzata
City Council

From: BohLand Development Landing, LLC

Date: May 29, 2017

Narrative of Registered Land Survey (RLS) and related easements:

As part of addressing the transfer of ownership for the various elements of the Landing project at 901 Lake Street East (Lot1, Block 1, Wayzata Bay Center), it is necessary to record a Registered Land Survey plat with Hennepin County that identifies the boundaries of the various ownership tract's. While the ownership tract's are needed to define specific ownership areas, there are numerous declarations and cross easements between all parties that allow all elements of the block to function as a coordinated project. Due to the complexity of the project, we decided to wait until the project was closer to completion before we finalized all of the documents. This had the benefit of having the documents be more accurate and reviewed in detail by all of the ownership entities, but did leave us with a tight time frame to get all of the documents recorded before we could transfer title of the tracts to the appropriate entity and close on the condominium units.

We are attaching copies of all of the related documents that have been reviewed by the Hennepin County Surveyor and need to be submitted to Hennepin County for recording before the various parcels can be transferred to the proper owners. For easier reference, as to how the various RLS tracts relate to the physical building, we are attaching the ownership graphic that was submitted to the city on 3/23/17 as part of the liquor license application. We are noting the labels used on that document in the description below in *italic and brackets* for reference only with the Tract # being the official plat designation.

Document #1 – Registered Land Survey (RLS plat):

This document is the primary document used to define the ownership parcels for all of Lot 1, Block 1, Wayzata Bay Center. Due to the fact that many of the elements of the building are over, under or through other elements, the RLS plat is a three-dimensional depiction of not only the horizontal boundaries of the parcel, but also the vertical planes of each element.

There are four ownership entities for the block which are listed below with the related RLS tracts that they will own once the RLS plat is recorded.

Promenade Master Association – will own Tract C (*Area LL-C*) and Tract I (*Area L1-C*)

Bohland Hotel Group, LLC – will own Tract B (Area LL-B), Tract F (Area L1-B-1), Tract H (Area L1-B2), Tract O (Area M-A) and Tract P (Area 2-3-4 B)

Landing Condominium's – will own Tract A (Area LL-A), Tract D (Area LL-A), Tract E (Area L1-A1), Tract J (Area L1-A2), Tract M (Area M-A1), Tract N (Area M-A2), and Tract Q (Area 2-3-4 A, Area 2-B)

Wayzata Bay East Retail, LLC – will own Tract G (Area L1-D1 and Area M-C), Tract K (Area L1-D2), and Tract L (Area L1-D3)

Document #2 – Vacation of original drainage and utility easement related to the above RLS plat:

Vacation of original drainage and utility easement on Lot 1, Block 1, Wayzata Bay Center. This item will need to be approved and recorded at a later date due to the requirement for a public hearing when vacating a public easement. This is a process that is needed to essentially make a minor adjustment in the configuration of the hypothetical shape of the original drainage and utility easement to accommodate the Landing building as approved and constructed. We have worked closely with the city staff and the Watershed District to adjust this easement.

Document #3 – New drainage and utility easement related to the above RLS plat:

New drainage and utility easement on Lot 1, Block 1, Wayzata Bay Center to reflect final configuration of building and ponding area. This easement document in favor of the City of Wayzata will be incorporated as part of the Master Declaration documents that will be recorded over the entire RLS plat. Until the original drainage and utility easement is vacated, both easements will be in place.

Document #4 – Temporary Use Permit related to two steps on the south side of the SW entry to the **ninetyfive** restaurant that were built as part of the sidewalk:

This document depicts a small portion of the steps that extends over the street ROW line that requires a temporary use permit. We are also attaching a graphic that illustrates the approved design of the entry steps to the restaurant in relationship to the ROW line (in red). The steps were constructed to be integral with the surrounding sidewalk including using the same snow melt system. Even though it was construction as part of the sidewalk system, our surveyor felt that it would be prudent to have an acknowledgement from the City of Wayzata that this step/sidewalk design was acceptable in case the County Surveyor asked that question as part of the RLS plat recording process.

Document #5 – Easement from Wayzata Bay Redevelopment Company, LLC

This is an easement between Wayzata Bay Redevelopment Company, LLC and Bohland Development Landing, LLC over a small portion of Outlot B to allow Bohland the right to access the east wall of the building for maintenance work on the east wall of the Landing building and document a few of the architectural design elements that encroach into the Outlot B. It does not require any city action and is just for information.

Document #6 – Copy of CIC plat for condominium units

We are attaching a copy of the CIC plat for condominium units to be constructed on the Tract's owned by the Condominium Association, for the city's information. The CIC plat does not require any action by the City.

DRAFT RESOLUTION NO. 18-2017

**APPROVING AND AUTHORIZING EXECUTION OF
REGISTERED LAND SURVEY FOR PROPERTY
AT 901 LAKE STREET EAST**

WHEREAS, Bohland Development Landing, LLC (the “Applicant”) is the owner of the property legally described as Lot 1, Block 1, WAYZATA BAY CENTER, according to the recorded plat thereof, Hennepin County, Minnesota (the “Property”); and

WHEREAS, the Applicant has prepared and submitted a registered land survey (the “RLS”), attached to this Resolution as Attachment A, pursuant to Minnesota Statutes, Chapter 508, and Section 805.57 of the Subdivision Ordinance of the City of Wayzata, in connection with the Applicant’s redevelopment of the Property; and

WHEREAS, the Property has been previously platted and the proposed division of land depicted on the RLS qualifies as a minor subdivision under Section 805.09 of the Subdivision Ordinance; and

WHEREAS, the City Manager has the authority to administratively approve the RLS and any related materials submitted by the Applicant in support of the RLS.

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

A. The City Manager has confirmed that the RLS conforms to Section 805.57 and Sections 805.09 through 805.12 of the Subdivision Ordinance.

B. The Mayor and the City Manager are each hereby authorized and directed, on behalf of the City, to execute the RLS prepared by the Applicant and attached to this Resolution as Attachment A.

The Applicant shall undertake recordation of the RLS along with this Resolution with the Hennepin County Surveyor’s Office and the Hennepin County Registrar of Titles.

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

Mayor Ken Willcox

ATTEST:

City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

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

Becky Malone, Deputy City Clerk
SEAL

Attachment A

ATTACHMENT A

REGISTERED LAND SURVEY

REGISTERED LAND SURVEY NO. _____

R.T. DOC. NO. _____

I, Mark S. Hanson, hereby certify that, in accordance with the provisions of Minnesota Statutes, Section 508.47, I have surveyed the following described property situated in the County of Hennepin, State of Minnesota:

Lot 1, Block 1, WAYZATA BAY CENTER

I hereby certify that this REGISTERED LAND SURVEY was prepared by me or under my direct supervision; that I am a duly Licensed Surveyor of Minnesota; and that this REGISTERED LAND SURVEY is a correct representation of said parcel of land. Dated this _____ day of _____, 20____.

Mark S. Hanson, Land Surveyor
Minnesota License No. 15480

WAYZATA, MINNESOTA

We do hereby certify that on the _____ day of _____, 20____, the City Council of the City of Wayzata, Minnesota, has approved this REGISTERED LAND SURVEY.

CITY COUNCIL OF WAYZATA, MINNESOTA

BY: _____ Mayor

BY: _____ Clerk

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this REGISTERED LAND SURVEY, dated this _____ day of _____, 20____.

Mark V. Chapin, Hennepin County Auditor

BY: _____ Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MN. STAT. Sec. 383B.565 (1989), this REGISTERED LAND SURVEY has been approved this _____ day of _____, 20____.

Chris F. Mavis, Hennepin County Surveyor

BY: _____

REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that the within REGISTERED LAND SURVEY NO. _____ was filed in this office this _____ day of _____, 20____ at _____ o'clock ____M.

Marlin McCormick, Registrar of Titles

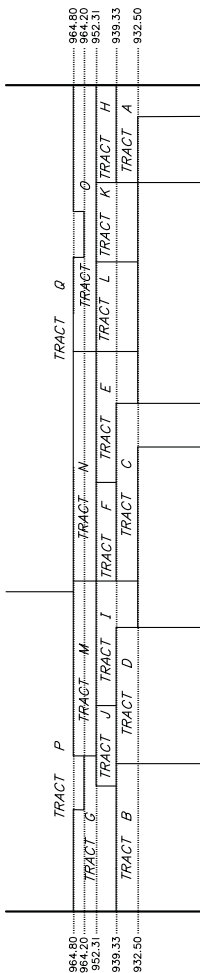
BY: _____ Deputy

- DENOTES FOUND IRON PLS 15480
- DENOTES SET IRON PLS 15480
- DENOTES 1/7" IRON DIAMETER COPPER MAGNETIZED MARKER WITH DISC CAP AFFIXED STAMPED LS-15480 SET

FOR THE PURPOSES OF THIS PLAN, THE BAY CENTER IS ASSUMED TO BEAR AN ANGLE OF 170°32'29"W, AS SHOWN ON SHEET 2 OF 3 SHEETS.

BENCHMARK
The elevations shown are based on NGVD 1929 datum and are in feet and hundredths of a foot, as shown on Sheet 2 of 3 Sheets)

- 1.) Top of top nut of fire hydrant; 282.54 feet, 549°47'17"E from the northeast corner of Lot 1, Block 1, Wayzata Bay Center. Elevation = 938.40 feet.



ELEVATION VIEW

THIS DETAIL DOES NOT PURPORT TO SHOW ALL HORIZONTAL RELATIONSHIPS
ELEVATIONS IN FEET AND HUNDREDTHS OF A FOOT

SUNDE
LAND SURVEYING

SHEET 1 OF 3 SHEETS

REGISTERED LAND SURVEY NO.

R.T. DOC. NO.

1ST LEVEL

THE TRACTS FOR THE 1ST LEVEL ARE BETWEEN ELEVATIONS OF 939.33 FEET AND 952.31 FEET UNLESS OTHERWISE NOTED.

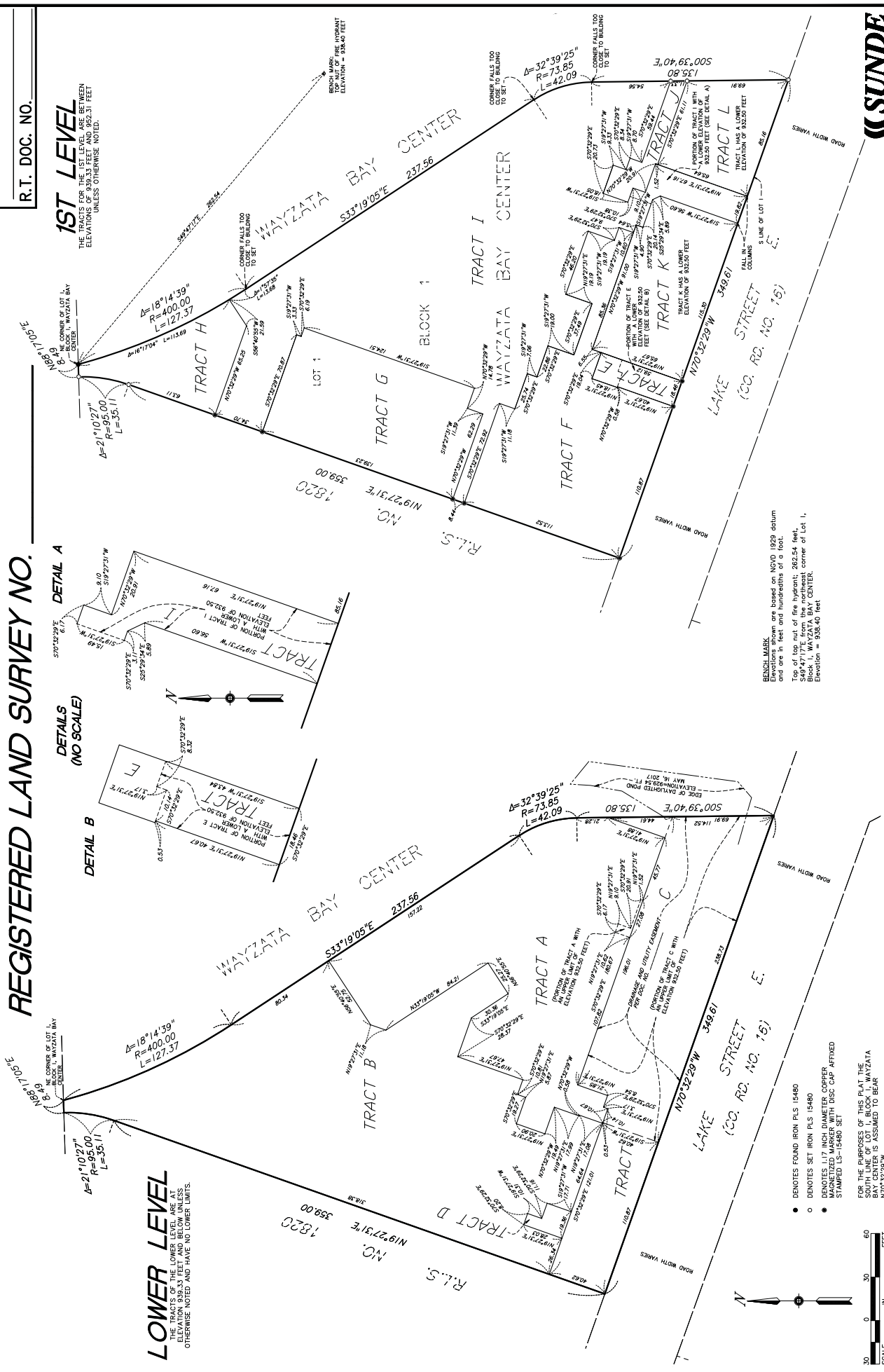
DETAILS (NO SCALE)

DETAIL A

DETAIL B

LOWER LEVEL

THE TRACTS OF THE LOWER LEVEL ARE AT ELEVATION 939.33 FEET AND BELOW UNLESS OTHERWISE NOTED AND HAVE NO LOWER LIMITS.



SUNDE
LAND SURVEYING

SHEET 2 OF 3 SHEETS

REGISTERED LAND SURVEY NO.

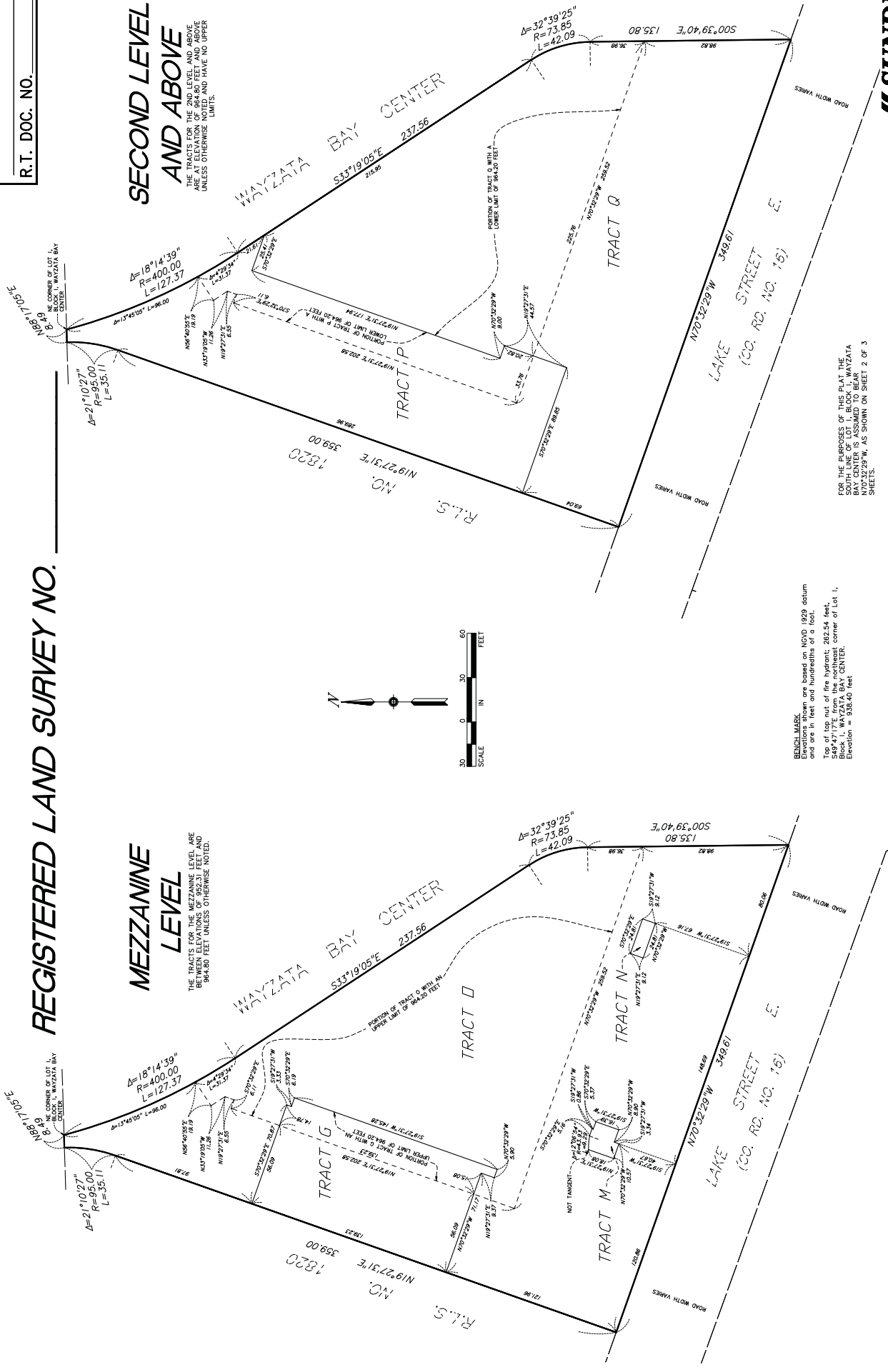
R.T. DOC. NO.

MEZZANINE LEVEL

THE TRACTS FOR THE MEZZANINE LEVEL ARE BETWEEN ELEVATIONS OF 502.31 FEET AND 964.80 FEET UNLESS OTHERWISE NOTED.

SECOND LEVEL AND ABOVE

THE TRACTS FOR THE 2ND LEVEL AND ABOVE ARE AT ELEVATION OF 964.80 FEET AND ABOVE UNLESS OTHERWISE NOTED AND HAVE NO UPPER LIMITS.

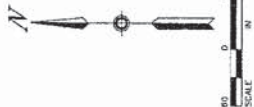


SUNDE
LAND SURVEYING

SHEET 3 OF 3 SHEETS

WAYZATA BAY CENTER

R.T. DOC. NO. 4934987



- DENOTES IRON MONUMENT SET, MARKED WITH RL 15480.
- DENOTES IRON MONUMENT FOUND, MARKED WITH RL 15480, UNLESS OTHERWISE SHOWN.
- FOR THE PURPOSES OF THIS PLAT, THE EAST LINE OF THE SEC. 8, TWP. 117, R. 22 IS ASSUMED TO HAVE A BEARING OF S00°33'21"E.

FILE NO. 2368

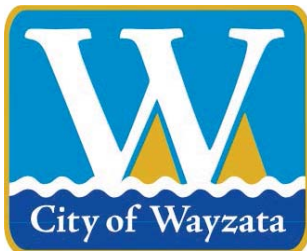
[illegible]

LINE	LENGTH	WEIGHT
1.1	100.99	5.66*12.00 "M
1.2	86.28	5.66*12.00 "M
1.3	82.00	5.66*12.00 "M
1.4	8.45	10.00*12.00 "M
1.5	31.40	10.00*12.00 "M



SUNDE
LAND SURVEYING

STUDENT'S OWN WORK



City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM: 7h
TITLE: Approval of Resolution No. 20-2017 approving temporary encroachment permit for The Landing at 901 Lake St E	
PROPOSED MOTION: Adopt Resolution No. 20-2017	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Adopt the resolution approving the temporary encroachment permit

FINANCIAL OR BUDGET CONSIDERATION:

The temporary encroachment permit does not have any impact on the City budget.

BACKGROUND:

Bohland Development is requesting a temporary encroachment permit for a small portion of the steps that provide ingress and egress into the building and extend into the City's street right of way. The steps were constructed to be integral with the surrounding public sidewalk that is located in the City's right of way, including using the same snow melt system. Even though it was construction as part of the sidewalk system, the applicant's surveyor felt that it would be prudent to have an acknowledgement from the City of Wayzata that this step/sidewalk design was acceptable to the City, in case the County Surveyor asked that question as part of the RLS plat recording process.

Temporary Encroachment Permits

The City Code requires a permit for any structures that is located on or over City right-of-way. (City Code Chapter 315) A temporary encroachment permit is reviewed by the City Council for approval or disapproval, and the following standards and limitations shall govern the consideration of the permit:

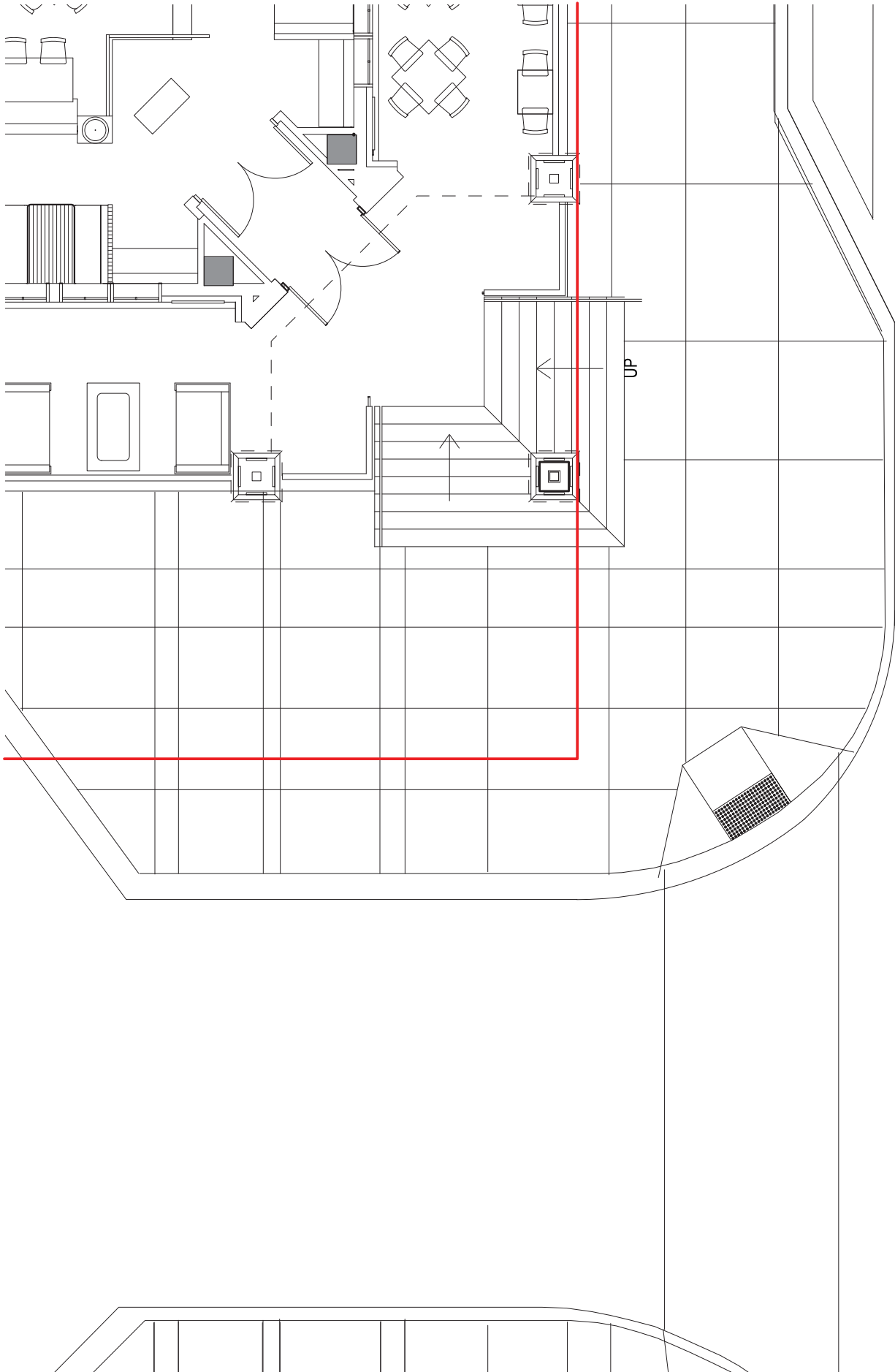
1. No permit for a temporary encroachment shall be approved if the encroachment will substantially impair the public's use of City property.
2. The applicant for a permit for a temporary encroachment shall have the burden of establishing that the encroachment is necessary in accordance with the following criteria:
 - a. There are exceptional or extraordinary circumstances or conditions applying to the encroachment in question, which circumstances or conditions do not apply generally to other structures or property within the City.
 - b. Under the circumstances of the particular situation, the encroachment will not adversely affect the health, safety or general welfare of residents of the surrounding area or of the community as a whole.

Draft Resolution

City staff has drafted the attached resolution that would approve the temporary encroachment permit. The approval would include a condition that the applicant enters into an agreement with the City that (1) outlines maintenance responsibilities; (2) requires the applicant to pay for costs associated with removal of the encroachment if deemed necessary by the City; and (3) holds the City harmless for liability for injuries resulting from the encroachment.

ATTACHMENTS:

1. Plan
2. Draft Resolution No. 20-2017



Lake Street East

DRAFT RESOLUTION NO. 20-2017

**RESOLUTION APPROVING TEMPORARY ENCROACHMENT PERMIT
AT 901 LAKE STREET EAST**

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

Section 1. BACKGROUND

- 1.1. Encroachment Permit Application. Bohland Development Landing, LLC ("Applicant") located at Lot 1, Block 1, WAYZATA BAY CENTER (the "Property") has submitted an application (the "Application") under City Code Ch. 315 for a temporary encroachment permit to utilize a portion of City Right of Way ("ROW") adjacent to the Property to locate a set of concrete stairs providing ingress and egress to the Applicant's hotel on the Property (the "Encroachment").
- 1.2 Legal Description. The address, property identification number and owner of the property included in the Application is:

901 Lake Street East		Bohland Development Landing, LLC
----------------------	--	----------------------------------

Section 2. STANDARDS

2.1 Temporary Encroachments – City Code Ch. 315

- A. Permit Required. No person shall construct or alter any building, sign, awning, marquee, landscape planter or similar structure so as to place it on or over City property without first obtaining a permit therefor from the City.
- B. Standards. All applications for temporary encroachments shall be referred to the City Council for approval or disapproval. The following standards and limitations shall govern the consideration and continued validity of all such permits:
1. No permit for a temporary encroachment shall be approved if the encroachment will substantially impair the public's use of City property.
 2. The applicant for a permit for a temporary encroachment shall have the burden of establishing that the encroachment is necessary in accordance with the criteria of Section 315.07, which are:

- a. There are exceptional or extraordinary circumstances or conditions apply to the encroachment in question, which circumstances or conditions do not apply generally to other structures or property within the City.
- b. Under the circumstances of the particular situation, the encroachment will not adversely affect the health, safety or general welfare of residents of the surrounding area or of the community as a whole.
- C. Written Agreement Required. If the City Council approves a permit for an encroachment, a written agreement shall be entered into between the City and the property owner setting forth the conditions of approval and the maintenance of said encroachment. Each such agreement shall include, but not be limited to, a clause holding the City harmless from liability for injuries directly or indirectly resulting from said encroachment.
- D. Right of Revocation. Any permit granted by the City permitting a temporary encroachment shall be revocable by the City at any time upon sixty (60) days written notice to the licensee.

Section 3. FINDINGS

The City Council of the City of Wayzata hereby confirms and memorializes that the Encroachment depicted in the Application meets the applicable requirements of City Code Chapter 315, based upon the following findings of fact made on the record:

- A. The Encroachment will not substantially impair the public's use of City property.
- B. The Applicant has established that there are exceptional circumstances that apply to the Encroachment, in that additional pedestrian access to the hotel on the Property is necessary and the hotel and the public sidewalk adjacent to the Property sit at different elevations.
- C. As the Encroachment is located on a four (4) foot strip of the public sidewalk, it would not impact the health, safety or general welfare of residents of the surrounding area or of the community as a whole.

Section 4. CITY COUNCIL ACTION

- 4.1 Based on the Findings of this Resolution, the request for approval of a temporary encroachment permit pursuant to City Code Ch. 315 for one (1) set of stairs, as located and further detailed in Attachment A, is hereby **APPROVED** subject to all

of the following conditions (failure to comply with any one of these conditions shall result in the revocation of this approval):

- A. The Applicant must comply with all provisions of City Code Section 315.05, including entering into a written agreement, in a form acceptable to the City Attorney, setting forth the conditions of approval and the maintenance of said encroachment.
- B. The Applicant must comply with any future policy and fees established by the City Council for use of City Right-of-Way.

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

Mayor Ken Willcox

ATTEST:

City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

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

Becky Malone, Deputy City Clerk
SEAL

DRAFT

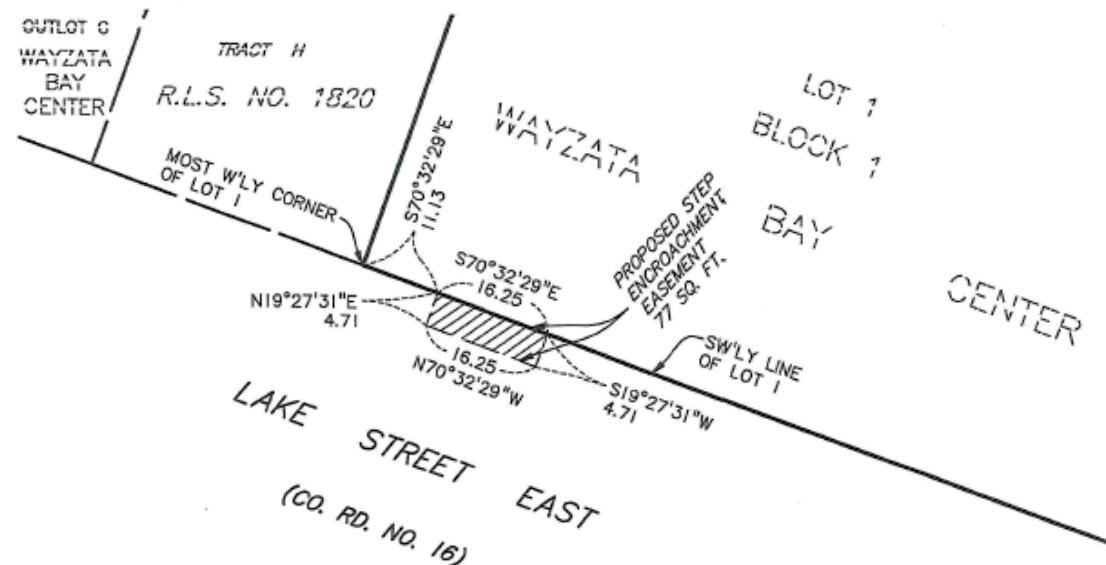
Attachment A

DRAFT

*Easement Description Sketch For:
Bohland Development, Inc.*

PROPOSED STEP ENCROACHMENT EASEMENT DESCRIPTION

An easement over and across that part of Lake Street East, also known as County Road Number 16, described as commencing at the most westerly corner of Lot 1, Block 1, Wayzata Bay Center, according to the recorded plat thereof, Hennepin County, Minnesota; thence on an assumed bearing of South 70 degrees 32 minutes 29 seconds East, along the southwesterly line of said Lot 1, a distance of 11.13 feet to the point of beginning of the easement to be described; thence continuing South 70 degrees 32 minutes 29 seconds East, along said southwesterly line of Lot 1, a distance of 16.25 feet; thence South 19 degrees 27 minutes 31 seconds West 4.71 feet; thence North 70 degrees 32 minutes 29 seconds West 16.25 feet; thence North 19 degrees 27 minutes 31 seconds East 4.71 feet to the point of beginning.



I hereby certify that this sketch, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 5th day of April, 2017

SUNDE LAND SURVEYING, LLC.

By: *Mark S. Hanson*

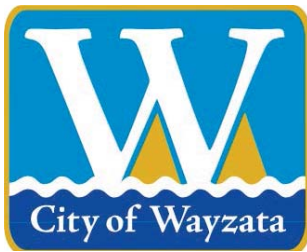
Mark S. Hanson, P.L.S. Minn. Lic. No. 15480



9001 East Bloomington Freeway (35W) • Suite 118
Bloomington, Minnesota 55420-3435
952-881-2455 (Fax: 952-888-9526)
www.sunde.com

2006-210-F 671/57 T.117 R.22 S.6
SMT 2008210F006StepEasmt.dwg

SCALE: 1 Inch = 20 Feet



City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM: 8a
TITLE: Consider Resolution No. 19-2017 vacating a drainage and utility easement and acknowledging grant of a new drainage and utility easement at 901 Lake Street East	
PROPOSED MOTION: Adopt Resolution No. 19-2017	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Hold a public hearing and adopt the resolution vacating the drainage and utility easement and acknowledging grant of a new drainage and utility easement at 901 Lake Street East

FINANCIAL OR BUDGET CONSIDERATION:

The easement vacation does not have any impact on the City budget.

BACKGROUND:

Bohland Development is requesting vacation of an existing drainage and utility easement on The Landing property at 901 Lake Street East.

The drainage and utility easement was dedicated to the City as part of the Wayzata Bay Center plat that was approved by the City Council and filed at Hennepin County in March 2012. The drainage and utility easement was dedicated to the City for a stormwater pond that was included in the original Wayzata Bay Center master plan that was approved by the City in 2008. The stormwater pond was planned to be constructed within the easement area.

When The Landing project was approved by the City Council in 2015, the stormwater pond configuration was different than what was anticipated in the 2008 master plan. Therefore, the existing easement area does not reflect the approved configuration of the pond. To accommodate the modification, the applicant is requesting the City vacate the existing easement and dedicate a new easement that would encumber the stormwater pond as actually constructed.

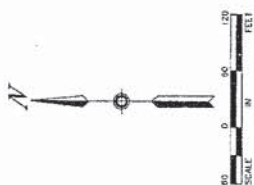
The City has sent notices regarding the easement vacation to all property owners within 350 feet of the subject properties and published a public hearing notice in the Lakeshore Weekly News, as required by State law.

ATTACHMENTS:

1. Wayzata Bay Center Plat
2. Grading and Utility Plan
3. Draft Resolution No. 19-2017

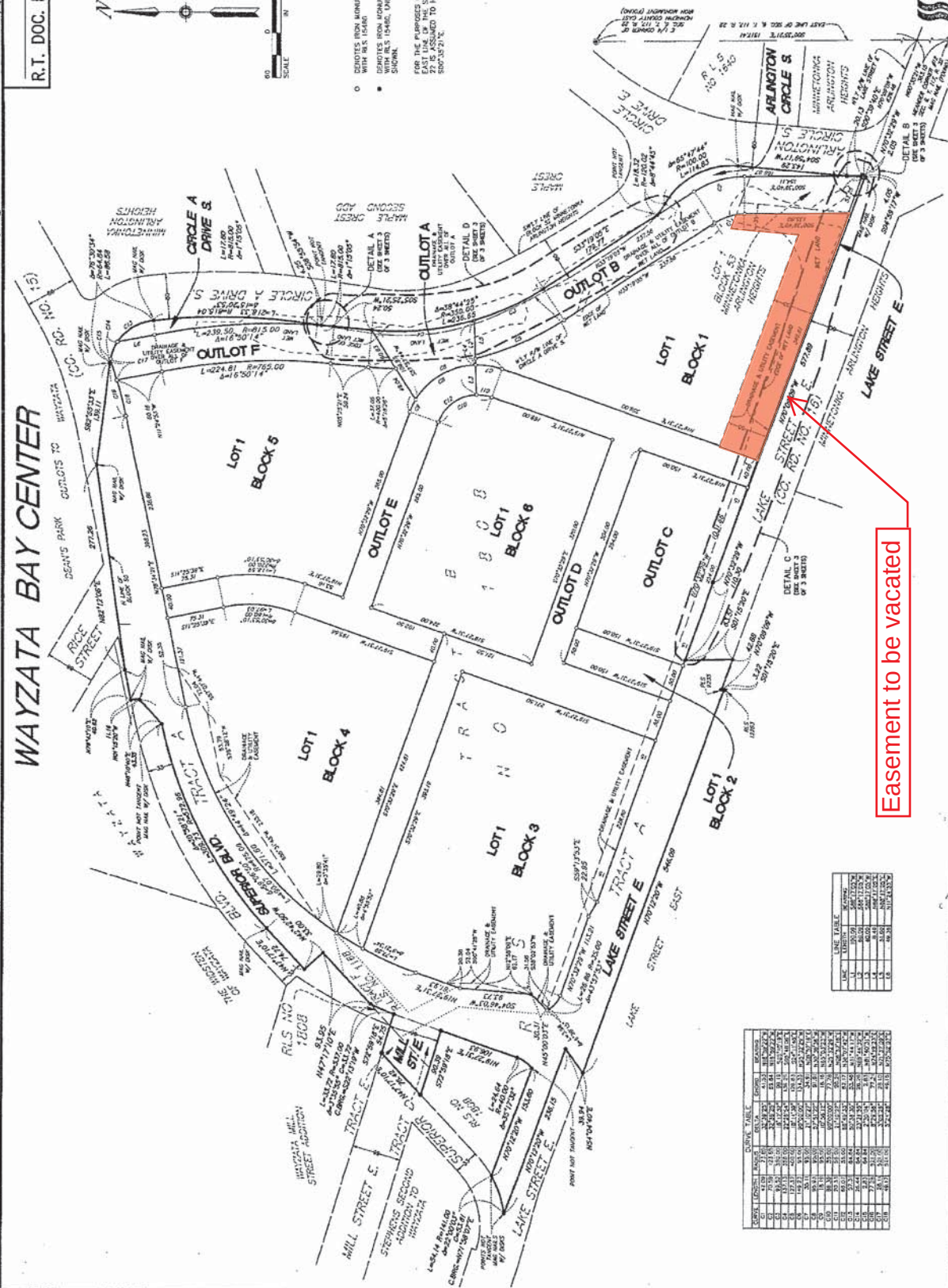
WAYZATA BAY CENTER

R.T. DOC. NO. 4934987



- DENOTES IRON MONUMENT SET, MARKED WITH PL. 15480
- DENOTES IRON MONUMENT FOUND, MARKED WITH PL. 15482, UNLESS OTHERWISE SHOWN
- FOR THE PURPOSES OF THIS PLAT, THE EAST LINE OF THE SEC. 8, TWP. 117, R. 22 IS ASSUMED TO HAVE A BEARING OF S00°35'21"N.

FILE NO. 2368



CAR	DRIVER	NO.	TIME	POSITION	POINTS
C1	W10	21.6	32.24.23	4.32	18.70.27.29
C2	W10	21.6	32.24.23	4.32	18.70.27.29
C3	W10	21.6	32.24.23	4.32	18.70.27.29
C4	W10	21.6	32.24.23	4.32	18.70.27.29
C5	W10	21.6	32.24.23	4.32	18.70.27.29
C6	W10	21.6	32.24.23	4.32	18.70.27.29
C7	W10	21.6	32.24.23	4.32	18.70.27.29
C8	W10	21.6	32.24.23	4.32	18.70.27.29
C9	W10	21.6	32.24.23	4.32	18.70.27.29
C10	W10	21.6	32.24.23	4.32	18.70.27.29
C11	W10	21.6	32.24.23	4.32	18.70.27.29
C12	W10	21.6	32.24.23	4.32	18.70.27.29
C13	W10	21.6	32.24.23	4.32	18.70.27.29
C14	W10	21.6	32.24.23	4.32	18.70.27.29
C15	W10	21.6	32.24.23	4.32	18.70.27.29
C16	W10	21.6	32.24.23	4.32	18.70.27.29
C17	W10	21.6	32.24.23	4.32	18.70.27.29
C18	W10	21.6	32.24.23	4.32	18.70.27.29
C19	W10	21.6	32.24.23	4.32	18.70.27.29
C20	W10	21.6	32.24.23	4.32	18.70.27.29

LINE	LENGTH	WEIGHT
1.1	100.99	5.66*12.00 "M
1.2	86.28	5.66*12.00 "M
1.3	82.00	5.66*12.00 "M
1.4	8.45	10.00*12.00 "M
1.5	31.40	10.00*12.00 "M

Easement to be vacated



SUNDE
LAND SURVEYING

STUDENT'S OWN WORK

DRAFT RESOLUTION NO. 19-2017

**RESOLUTION VACATING A DRAINAGE AND UTILITY EASEMENT AND
ACKNOWLEDGING GRANT OF A NEW DRAINAGE AND UTILITY EASEMENT
AT 901 LAKE STREET EAST**

WHEREAS, Bohland Development Landing, LLC (the "Applicant") is the owner of the property legally described as Lot 1, Block 1, WAYZATA BAY CENTER, according to the recorded plat thereof, Hennepin County, Minnesota (the "Property"); and

WHEREAS, the Applicant has petitioned the City of Wayzata to vacate the drainage and utility easement located on the Property (the "Vacation"), as depicted and legally described on the attached Attachment A (the "Existing Drainage and Utility Easement"); and

WHEREAS, the Applicant has granted a new drainage and utility easement on the Property legally described as Tract C, Registered Land Survey No. _____, Hennepin County, Minnesota (the "New Drainage and Utility Easement"), under the terms and conditions of the Declaration of Reciprocal Easements and Covenants for the Promenade of Wayzata East Block dated as of _____, 2017 and recorded on _____, 2017 as Document No. _____ in the Office of the Registrar of Titles of Hennepin County, Minnesota, a copy of which is attached as Attachment B; and

WHEREAS, notice of a public hearing on the Vacation was published and provided to the owners of neighboring properties affected by the Vacation on May 23, 2017; and

WHEREAS, the City Council of the City of Wayzata, pursuant to Minn. Stat. Section 412.851, conducted said public hearing on June 6, 2017, and all persons present at said public hearing were given the opportunity to be heard; and

WHEREAS, the City Council of the City of Wayzata finds that the Vacation would be in the interest of the public based on the previously approved redevelopment project on the Property, of which the New Drainage and Utility Easement is part.

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

The Existing Drainage and Utility Easement depicted on the attached Attachment A is hereby VACATED.

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

Mayor Ken Willcox

ATTEST:

City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

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

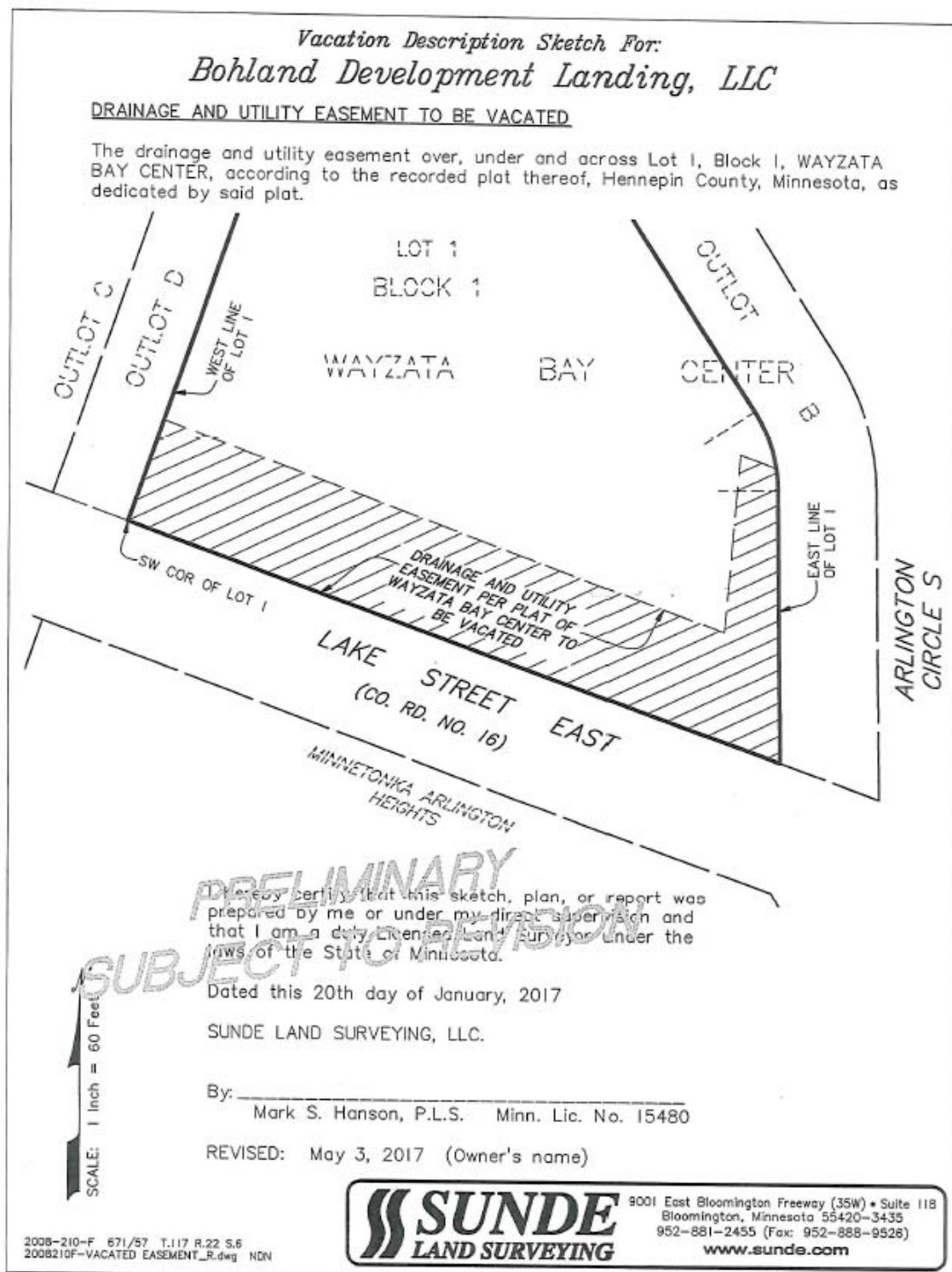
Becky Malone, Deputy City Clerk
SEAL

Attachment A

Attachment B

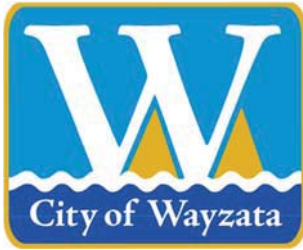
ATTACHMENT A

DEPICTION OF EXISTING DRAINAGE AND UTILITY EASEMENT TO BE VACATED



ATTACHMENT B

**DECLARATION OF RECIPROCAL EASEMENTS AND COVENANTS
THE PROMENADE OF WAYZATA
EAST BLOCK**



City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM: 9a
TITLE: Consider Speed Hump Installation Petition on Hollybrook Road	
PROPOSED MOTION: To deny the petition for the installation of a speed hump on Hollybrook Road	
PREPARED BY: Mike Kelly, City Engineer/Asst. Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

To consider the petition for the installation of a speed hump on Hollybrook Road.

FINANCIAL OR BUDGET CONSIDERATION:

Speed Hump installation costs less than \$1,000.

BACKGROUND:

On May 2, 2017, City staff received a petition for the installation of a speed hump at the east end of Hollybrook Road, at the entrance to the cul-de-sac. A map indicating the requested speed hump location is attached. This petition is unique as it only impacts one resident.

In 2006, the applicant made a similar request. The request was denied by the City Council by a 3-1 vote, due to the request not meeting the City's Speed Hump Policy guidelines. Specifically, "*The average traffic volume should be less than 1,500 vehicles and more than 200 vehicles in a 24 hour period.*" The City did, however, install two (2) "No Outlet" signs. The signs were installed at both the entrance to Hollybrook Road and just east of the Waycliffe Drive entrance.

In September 2016, Public Works installed a traffic counter to the east of the Hollybrook Townhome entrance, in order to observe traffic speeds and volumes. During the ten day evaluation, the maximum daily traffic volume was 24 vehicles and only one vehicle was observed above the posted speed limit of 30 MPH. A report indicating the observed traffic volumes and speeds is attached.

The applicant, Mr. Agar, will be at the meeting. His primary rationale for the request is to lower speeds to increase safety for his family at the end of the cul-de-sac.

STAFF RECOMMENDATION:

Public Works staff recommends that the City Council deny the applicant's request for speed hump installation due to the request not meeting the City's Speed Hump Policy guidelines.

ATTACHMENTS:

1. Location Map
2. Petition Form
3. Proposed speed hump location sketch

4. Observed Volumes – September 15-26, 2016
5. Observed Speeds – September 15-26, 2016
6. Wayzata Speed Hump Policy

ORONO

MINNETONKA

MINNETONKA

Hump Location

- | | |
|--|------------------|
| 12 | Trunk Highway 12 |
| 15 | County Road 15 |
| 101 | County Road 101 |
| 16 | County Road 16 |
| All other unlabeled roads
Are local streets | |

1. MAPLE SQUARE
2. BEAVER DAM ST.
3. BYRONDALE AVE.
4. WOODDALE AVE.
5. WAYCLIFFE S.
6. WAYCLIFFE DR.
7. GROVE LA. CT.



**PETITION FORM
SPEED HUMP
INSTALLATION**



Date: MAY 2, 2017

TO THE CITY COUNCIL OF WAYZATA, MINNESOTA:

We, the undersigned, are owners and reside at the following addresses. We are petitioning the City of Wayzata for: Installation of Speed Humps in the defined Project Petition District

Print Name: <u>Mark Agar</u> Address <u>1611 Hollybrook Road</u> <u>Wayzata, MN 55391</u> Signature  Date <u>05/02/2017</u> Phone Number <u>952-449-3603</u>	Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____
Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____	Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____
Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____	Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____



Proposed Speed
Hump Location

Time Start	Time End	9/15/2016	9/16/2016	9/17/2016	9/18/2016	9/19/2016	9/20/2016	9/21/2016	9/22/2016	9/23/2016	9/24/2016
12:00 AM	12:59 AM	*	0	0	0	0	0	0	0	0	0
1:00 AM	1:59 AM	*	0	0	0	0	0	0	0	0	0
2:00 AM	2:59 AM	*	0	0	1	0	0	0	0	0	0
3:00 AM	3:59 AM	*	0	0	0	0	0	0	0	0	0
4:00 AM	4:59 AM	*	0	0	0	0	0	0	0	0	0
5:00 AM	5:59 AM	*	0	0	0	0	0	0	0	0	0
6:00 AM	6:59 AM	*	0	0	0	0	0	0	0	0	0
7:00 AM	7:59 AM	*	1	0	0	1	1	1	1	2	0
8:00 AM	8:59 AM	1	3	0	0	4	3	1	2	3	0
9:00 AM	9:59 AM	0	1	0	0	1	0	1	0	2	0
10:00 AM	10:59 AM	0	4	1	2	0	3	3	1	0	0
11:00 AM	11:59 AM	4	3	2	0	1	4	0	3	3	2
12:00 PM	12:59 PM	0	0	1	1	2	1	2	1	0	0
1:00 PM	1:59 PM	3	0	0	0	4	0	0	0	0	0
2:00 PM	2:59 PM	2	1	1	4	3	0	2	0	1	1
3:00 PM	3:59 PM	4	1	1	0	2	4	4	2	2	2
4:00 PM	4:59 PM	1	1	0	0	3	2	2	1	2	0
5:00 PM	5:59 PM	3	1	0	1	0	2	0	1	0	0
6:00 PM	6:59 PM	0	2	0	1	2	0	0	2	1	1
7:00 PM	7:59 PM	0	1	0	0	0	1	0	0	0	0
8:00 PM	8:59 PM	0	1	0	0	1	0	1	0	0	0
9:00 PM	9:59 PM	0	1	0	0	0	0	0	1	0	0
10:00 PM	10:59 PM	0	0	0	0	0	0	1	0	0	0
11:00 PM	11:59 PM	0	0	0	0	0	0	0	0	0	0
Total		18	21	6	10	24	21	18	15	16	6
%		10.70%	12.40%	3.60%	5.90%	14.20%	12.40%	10.70%	8.90%	9.50%	3.60%

9/25/2016	9/26/2016
0	0
0	0
0	0
0	0
1	0
0	0
0	0
0	1
0	2
2	1
0	
1	
0	
2	
1	
2	
0	
0	
1	
0	
0	
0	
0	
0	
0	
10	4
5.90%	2.40%

Time Start	Time End	1 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 100
12:00 AM	12:59 AM	0	0	0	0	0	0	0	0	0	0
1:00 AM	1:59 AM	0	0	0	0	0	0	0	0	0	0
2:00 AM	2:59 AM	0	0	0	1	0	0	0	0	0	0
3:00 AM	3:59 AM	0	0	0	0	0	0	0	0	0	0
4:00 AM	4:59 AM	0	0	0	0	1	0	0	0	0	0
5:00 AM	5:59 AM	0	0	0	0	0	0	0	0	0	0
6:00 AM	6:59 AM	0	0	0	0	0	0	0	0	0	0
7:00 AM	7:59 AM	0	1	6	1	0	0	0	0	0	0
8:00 AM	8:59 AM	0	0	3	6	10	0	0	0	0	0
9:00 AM	9:59 AM	2	0	3	3	0	0	0	0	0	0
10:00 AM	10:59 AM	0	1	9	2	2	0	0	0	0	0
11:00 AM	11:59 AM	1	1	4	15	2	0	0	0	0	0
12:00 PM	12:59 PM	1	1	1	5	0	0	0	0	0	0
1:00 PM	1:59 PM	2	0	1	5	1	0	0	0	0	0
2:00 PM	2:59 PM	0	2	6	3	4	1	0	0	0	0
3:00 PM	3:59 PM	1	2	11	8	2	0	0	0	0	0
4:00 PM	4:59 PM	0	1	5	5	1	0	0	0	0	0
5:00 PM	5:59 PM	0	0	1	3	4	0	0	0	0	0
6:00 PM	6:59 PM	2	2	1	2	3	0	0	0	0	0
7:00 PM	7:59 PM	0	0	0	2	0	0	0	0	0	0
8:00 PM	8:59 PM	2	0	0	1	0	0	0	0	0	0
9:00 PM	9:59 PM	0	0	1	1	0	0	0	0	0	0
10:00 PM	10:59 PM	0	0	0	1	0	0	0	0	0	0
11:00 PM	11:59 PM	0	0	0	0	0	0	0	0	0	0
Total		11	11	52	64	30	1	0	0	0	0
%		6.50%	6.50%	30.80%	37.90%	17.80%	0.60%	0%	0%	0%	0%

Total Vehicles
0
0
1
0
1
0
0
8
19
8
14
23
8
9
16
24
12
8
10
2
3
2
1
0
169
0%



SPEED HUMPS



WHAT IS A SPEED HUMP?

A speed hump is a gradual rise in pavement used on local residential streets to lower traffic speeds and lessen traffic volume. Speed humps are approximately 12 feet wide and 3-4 inches high. Their gradually sloping shape does not jolt vehicles abruptly, nor does it have great potential for property damage. The speed hump punishes faster moving drivers by causing the vehicle body to bounce when a vehicle encounters the bump thereby causing driver discomfort. It does not create a jolting shock to the suspension or tires of a vehicle, as does a speed bump. The speed hump punishes drivers in relation to the speed they are traveling. Speed humps are normally placed from 250 to 500 feet apart in a series of two or three to be effective.

The speed hump can be driven over at normal speeds without "bottoming out" or losing control of the vehicle, but the humps are enough of a deterrent to slow most drivers. Bicycles and motorcycles can negotiate speed humps without unusual problems. The use of speed humps usually cause speed and traffic volumes to drop.

There are limitations to speed humps as with all things. Emergency and long wheel base vehicles can traverse speed humps but with more of an effect than automobiles. Thus, humps should not be installed on high volume streets, emergency vehicle access routes, transit routes, or streets used frequently by heavy trucks.

Speed humps are tapered from gutter to gutter (not curb to curb) so that street drainage can be maintained. This can lead to a problem known as "gutter-running". Some cars ride with one set of wheels in the gutter to reduce the vehicle bounce. This procedure does not limit the effectiveness of the hump because the driver must slow down to negotiate a "gutter-run". Drivers that "gutter-run" are typically trying to cut down the driver discomfort, not increase their speed.





HOW DO I GET A SPEED HUMP INSTALLED IN MY NEIGHBORHOOD?

Attached is the City's policy on speed humps. This outlines the official procedures. Prior to beginning the procedure, interested parties are encouraged to review and evaluate this information, and perhaps visit neighborhoods where humps have been installed. If there is still interest, the interested citizens should place a call to Wayzata Public Works at 952-404-5360 to begin the process.

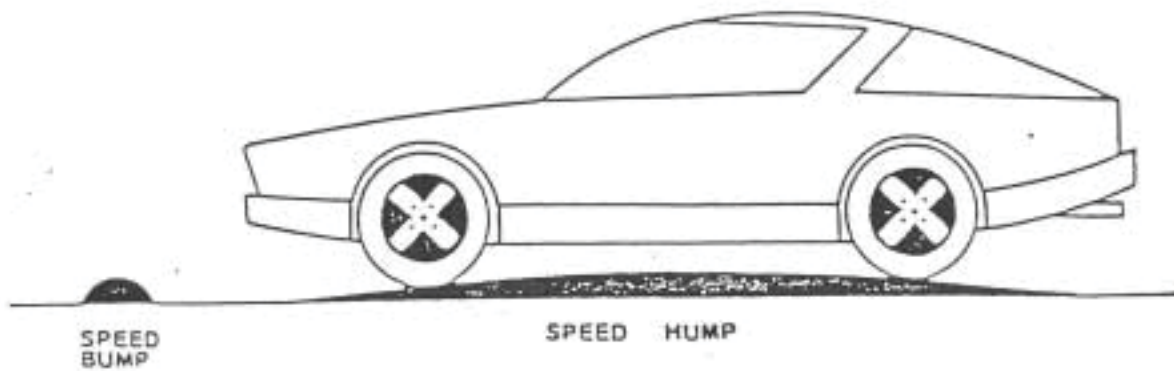


Figure 1.1

PLACEMENT AND REMOVAL OF SPEED HUMPS

I. PURPOSE AND NEED FOR POLICY

Many individual citizens and neighborhood groups have significant concerns about the volume and speed of traffic on their local streets. The City addresses the situations in accordance with the Uniform Manual of Traffic Control Devices, City practices; and the Police Department devotes traffic law enforcement to the extent their resources allow. If these efforts do not adequately address the concerns, this policy makes it possible for citizens to petition the City for the installation of "speed humps". Speed humps are raised areas constructed on the street surface, the intent of which is to cause motorists to reduce their speeds. It is also conceivable that once installed, residents may desire to have speed humps removed. The purposes of this policy are to provide for procedures to allow individuals or groups to request installation of, or removal of, speed humps, and to establish a criteria and procedure for the City to evaluate these requests.

II. POLICY (Wayzata Speed Hump Policy Approved by City Council 9/20/2005)

The City may install or remove speed humps by request, in those instances meeting the guidelines and procedures of this policy.

Guidelines in Determining When Speed Humps may be Installed:

1. The average traffic volume should be less than 1,500 vehicles and more than 200 vehicles in a 24 hour period.
2. The street should be less than 28 feet in width, (face to face).
3. The street should have no more than two traffic lanes.
4. The street should have a speed limit of no more than 30 M.P.H.
5. Areas of streets for installation of humps should have a grade of 5% or less.
6. Speed humps are discouraged in the following situations:
 - A. Streets frequently used by emergency vehicles.
 - B. Streets which function as the immediate egress routes from fire and ambulance or police stations.
 - C. Bus routes.
 - D. Intended truck routes.
 - E. Areas of streets with sharp curves.
 - F. Any other situation where the usage of speed humps is shown to be inappropriate.

III. PROCEDURES FOR INSTALLATION OF SPEED HUMPS

Requests for speed hump **installation** will be processed under the direction of the City Manager.

- A. Requests shall be submitted to the City in the form of a petition. Petition forms will be supplied by the City. The City will define the project petition district when the petition form is issued. The petition district limits will define the number of properties directly involved. Prior to petition issuance, the City will verify compliance with the above guidelines.
- B. The petitions will be circulated by project proponents. When a support level of at least **50 percent** is achieved (as determined on a dwelling unit basis; rental apartment buildings shall be recognized as one dwelling unit), the petition shall be returned to the City for evaluation/verification of signatures.
- C. If the City review confirms that the threshold level of support has been achieved for installation of speed humps, a notice will be sent to all property owners in the (1)“project petition district” stating that the City Council will address the petition regarding installation of speed humps at a regularly scheduled council meeting, stating the date and time of the council meeting.
- D. Should the project be ordered by the City Council, the City will implement installation.

(1) In certain circumstances, the City may have a Project Notification District that is larger than the Project Petition District for notification purposes.

IV. PROCEDURES FOR REMOVAL OF SPEED HUMPS

Requests for speed hump **removal** will be processed under the direction of the City Manager.

- A. Requests shall be submitted to the City in the form of a petition.
- B. The petitions will be circulated by project proponents. When a support level of at least **50 percent** is achieved (as determined on a dwelling unit basis; rental apartment buildings shall be recognized as one dwelling unit), the petition shall be returned to the City for evaluation/verification of signatures.
- C. If the City review confirms that the threshold level of support has been achieved for removal of speed humps, a notice will be sent to all property owners in the “project petition district” stating that the City Council will address the petition regarding removal of speed humps at a regularly scheduled council meeting, stating the date and time of the council meeting.
- D. Should the project be ordered by the City Council, the City will implement removal.



SPEED HUMP
INSTALLATION
PETITION FORM

Date: _____, 20_____

TO THE CITY COUNCIL OF WAYZATA, MINNESOTA:

We, the undersigned, are owners and reside at the following addresses. We are petitioning the City of Wayzata for: Installation of Speed Humps in the defined Project Petition District

Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____	Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____
Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____	Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____
Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____	Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____



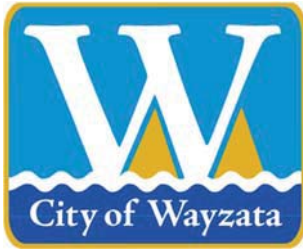
**SPEED HUMP
REMOVAL
PETITION FORM**

Date: _____, 20_____

TO THE CITY COUNCIL OF WAYZATA, MINNESOTA:

We, the undersigned, are owners and reside at the following addresses. We are petitioning the City of Wayzata for: Removal of Speed Humps in the defined Project Petition District

Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____	Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____
Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____	Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____
Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____	Print Name _____ Address _____ _____ Signature _____ Date _____ Phone Number _____



City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM: 9b
TITLE: Consider options for proposed reconfiguration of Wayzata Blvd/Superior Blvd intersection	
PROPOSED MOTION: To direct staff to pursue design development of Option 1 or Option 2 of the Wayzata Blvd/Superior Blvd Intersection	
PREPARED BY: Mike Kelly, City Engineer/Asst. Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff has not reached consensus on a preferred option. Based on the additional information provided and additional community feedback at the meeting, staff believes the Council will have enough data to direct staff appropriately.

From a technical perspective, Option 2 (Wayzata Blvd Alignment) is recommended by SRF, for design. This option was selected since it provides direct access to Benton Avenue, simplifying movements for motorists entering/exiting the side street, improves pedestrian crossing safety by removing the skew, and reorients the intersection so that the through movement is the highest volume movement.

While flow and safety are more objective, the variables of aesthetics/neighborhood impact and economic development are more subjective. It is clear that Option 1 (Superior Alignment) would be the better option if only taking these two variables into account. However, economic development/buffering concerns could be addressed with enhanced directional signage and landscaping if Option 2 is preferred.

It should be noted that both options will improve traffic flow and safety at the intersection.

FINANCIAL OR BUDGET CONSIDERATION:

This project is proposed to be funded completely by the Presbyterian Homes/The Promenade development through special assessment or cash payment.

BACKGROUND:

Traffic Analysis

In 2016, SRF Consulting Group, Inc. (SRF) completed a traffic operations analysis along Wayzata Blvd at Central Ave, Superior Blvd and Broadway Ave. The main objectives of the study were to analyze future traffic operations with the proposed Mill Street parking structure and to determine if any modifications were needed to the original intersection layout (Option 1), developed for the Wayzata Bay Center Street Improvements study in 2008. One of the primary determinations of this study was that, at the Wayzata Boulevard/Superior Boulevard intersection, approximately two-thirds of the vehicles travel to/from Wayzata Boulevard and one-third of vehicles travel to/from Superior Boulevard. As a result of the study, SRF offered a revised intersection configuration. This

configuration has been presented as Option 2. A copy of this study is attached for reference, as well as sketches of both intersection options.

In January 2017, both options were presented at a meeting with the Benton Avenue residents and other adjacent property owners. Approximately 60 people were in attendance and a great conversation was had regarding the proposed options. At the end of the meeting, an informal straw poll was taken and about 14 people favored Option 1, with approximately eight (8) people favoring Option 2.

In March 2017, staff updated the Council on the January meeting and responded to additional questions and concerns. As a result, SRF was asked to perform additional analysis of traffic flow in and around the downtown, to try to determine where motorists appear to be travelling to and from when passing through the Wayzata Blvd/Superior Blvd intersection. An origin/destination map was created for both eastbound and westbound travel. Additionally, SRF created a rendering of proposed Option 2, as viewed from the Benton Avenue neighborhood. A copy of this study is attached for reference.

Comprehensive Plan

The Transportation chapter of the City’s current 2030 Comprehensive Plan has a section which contemplates “Other Transportation Improvements”, one of which includes the Wayzata Blvd/Superior Blvd intersection. The section discusses previous realignment considerations as well as concerns about increased traffic to the north and west of the intersection and suggests that Superior Blvd is the “gateway” to the Wayzata Business District. A copy of the Comprehensive Plan section is attached for reference.

Intersection Evaluation

Staff has prepared a matrix of potential evaluation criteria, including the likely preferred option for each criteria, below.

Evaluation Criteria	Preferred Option
Pedestrian Safety	Option 2 (Wayzata Blvd)
Traffic Flow	Option 2 (Wayzata Blvd)
Comprehensive Plan	Option 1 (Superior Blvd)
Neighborhood Impact	Option 1 (Superior Blvd)

NEXT STEPS:

Upon direction received by the Council, staff will work to prepare a proposal for design services from its primary traffic consultant. Once design has been (Fall 2017/Winter 2018), the next step will be to go out for bid with an award/construction commencement date in Spring 2018.

ATTACHMENTS:

- 1. SRF Traffic Memo, dated June 16, 2016
- 2. SRF Traffic Memo, dated May 1, 2017
- 3. Intersection option sketches
- 4. 2030 Comprehensive Plan, Chapter 5 (Transportation), Section 7C

To: Jeff Thomson
Director of Planning and Building
City of Wayzata

From: Emily Gross, PE, Senior Engineer
Matt Pacyna PE, Senior Associate

Date: June 14, 2016

Subject: Wayzata Boulevard/Superior Boulevard Intersection Evaluation

Introduction

SRF has completed a traffic operations analysis along Wayzata Boulevard at Central Avenue (CSAH 101), Superior Boulevard, and Broadway Avenue in the City of Wayzata (see Figure 1: Project Location). The City plans to reconstruct the Wayzata Boulevard/Superior Boulevard intersection in the year 2017, when the Bay Center redevelopment project is expected to be near completion. This evaluation will update existing and future traffic volumes/operations and take into consideration how the newly approved plans to construct a parking structure in the downtown area west of the Wayzata Bar and Grill will impact traffic. The main objectives of this study are to analyze future traffic operations with the proposed parking structure and determine if modifications to the previous intersection layout developed for the *Wayzata Bay Center Street Improvements Study*, dated September 2008 are needed. The following information provides the assumptions, analysis, and study recommendations offered for consideration.

Existing Conditions

The existing conditions were reviewed to establish a baseline to compare and determine any impacts under future conditions. The evaluation of existing conditions includes peak hour intersection turning movement counts, a historical traffic volume comparison, field observations, and an intersection capacity analysis.

Data Collection

Weekday a.m. and p.m. peak period intersection turning movement were collected at the following study intersections on Wayzata Boulevard in September 2015.

- Central Avenue (CSAH 101)
- Superior Boulevard
- Benton Avenue
- Broadway Avenue

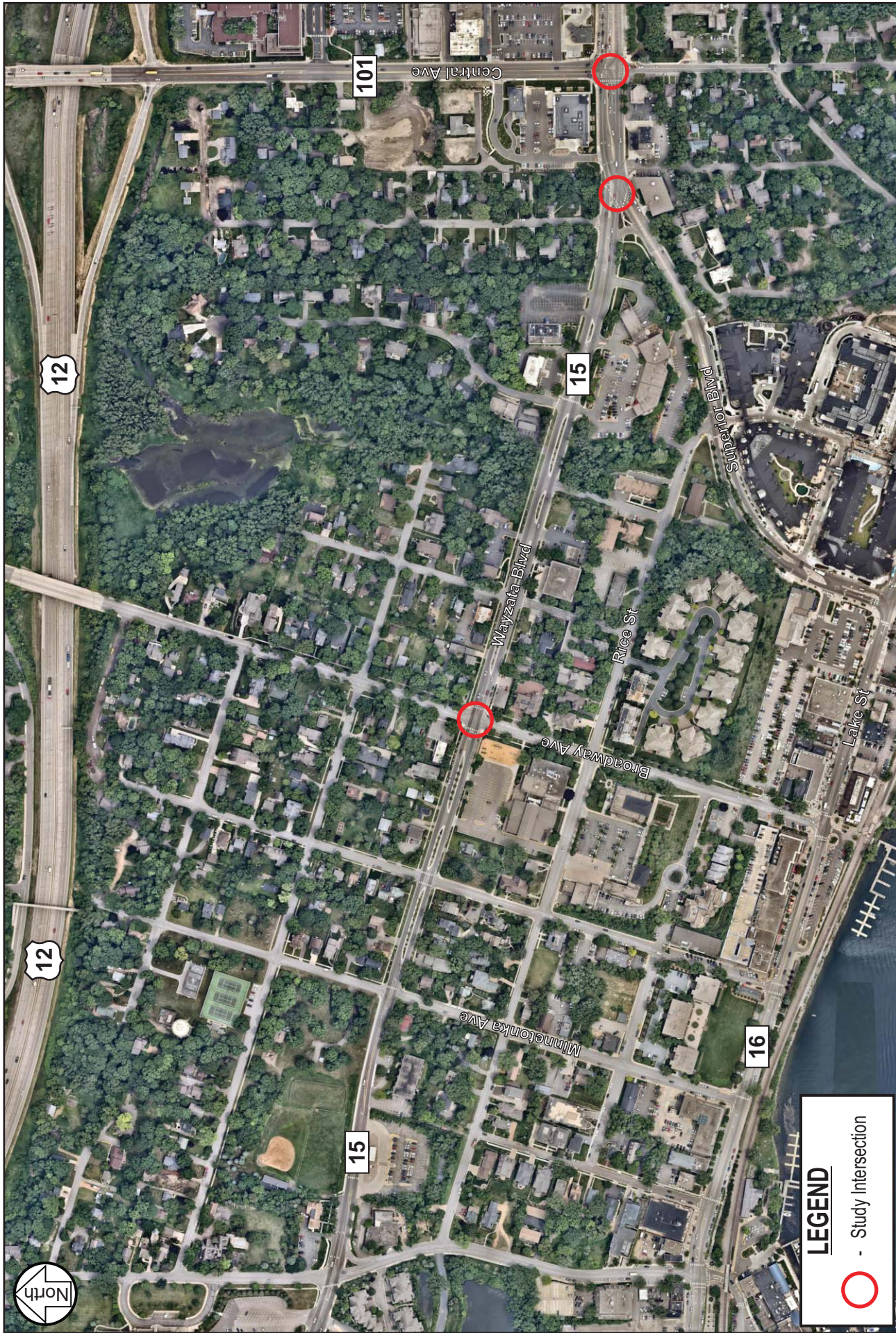


Figure 1

Project Location

Wayzata Boulevard / Superior Boulevard Intersection Evaluation
City of Wayzata, MN



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June 2016

LEGEND

○ - Study Intersection

It should be noted that there was construction during the time of data collection in September 2015. Traffic volumes at both the Wayzata Boulevard/Central Avenue and Wayzata Boulevard/Superior Boulevard intersections were impacted by both the CSAH 101 road closure from Minnetonka Boulevard to Wayzata Boulevard and the I-494 rehabilitation project.

Historical Traffic Volumes

To account for traffic volume shifts due to the ongoing construction, historical traffic volumes at the Wayzata Boulevard/Central Avenue and Wayzata Boulevard/Superior Boulevard intersections were reviewed to develop an existing traffic volume set assuming no construction impacts. Traffic volumes collected in August 2013, July 2009, July 2005, and September/October 2003 were compared to the September 2015 traffic volume set, as shown in Figure 2. A review of the historical traffic volumes in the area indicates that volumes have not significantly changed in the past 10 years, even with the recent increase in development to the downtown area (including the Bay Center development). For many movements, the intersection turning movement counts collected in 2003 and 2005 are higher than the traffic counts collected in the years 2009, 2013 and 2015. Based on a review of the historical traffic volumes, an existing (non-construction) volume set was developed.

Observations

Wayzata Boulevard (west of Superior Boulevard) is primarily a two-lane divided roadway with turn lanes. East of Superior Boulevard, Wayzata Boulevard transitions to a four-lane divided roadway with turn lanes. Central Avenue within the study area is a four-lane undivided roadway north of Wayzata Boulevard and a local two-lane undivided roadway south of Wayzata Boulevard. Superior Boulevard is a four-lane divided roadway near Wayzata Boulevard and transitions to a two lane divided roadway with turn lanes to the south. Benton Avenue and Broadway Avenue are both two lane undivided roadways. It should be noted that Benton Avenue at Wayzata Boulevard is the only access for residents along Benton Avenue. All study intersections are currently signalized, except the Wayzata Avenue/Benton Avenue intersection, which is side-street stop controlled. Existing traffic volumes, geometrics, and traffic controls within the study area are shown in Figure 3.

Intersection Operations Analysis

An operations analysis was conducted to determine how traffic is currently operating at the study intersections. All intersections were analyzed using Synchro/SimTraffic. Capacity analysis results identify a Level of Service (LOS) which indicates how well an intersection is operating. Intersections are ranked from LOS A through LOS F. The LOS results are based on average delay per vehicle results from SimTraffic, which correspond to the delay threshold values shown in Table 1. LOS A indicates the best traffic operation and LOS F indicates an intersection where demand exceeds capacity. Overall intersection LOS A through D is generally considered acceptable by drivers in the Twin Cities Metropolitan Area.

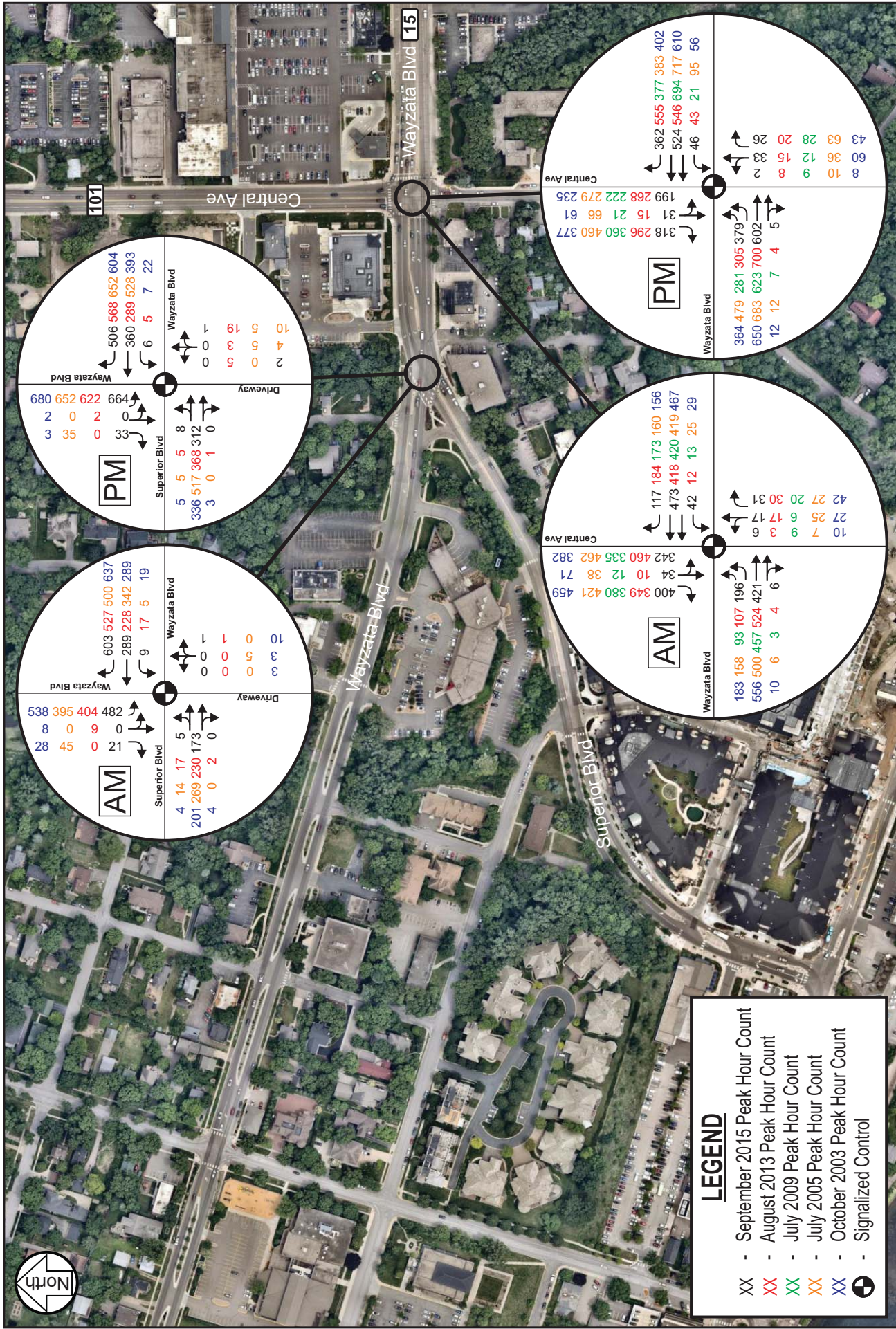


Figure 2

Historical Traffic Data
 Wayzata Boulevard / Superior Boulevard Intersection Evaluation
 City of Wayzata, MN

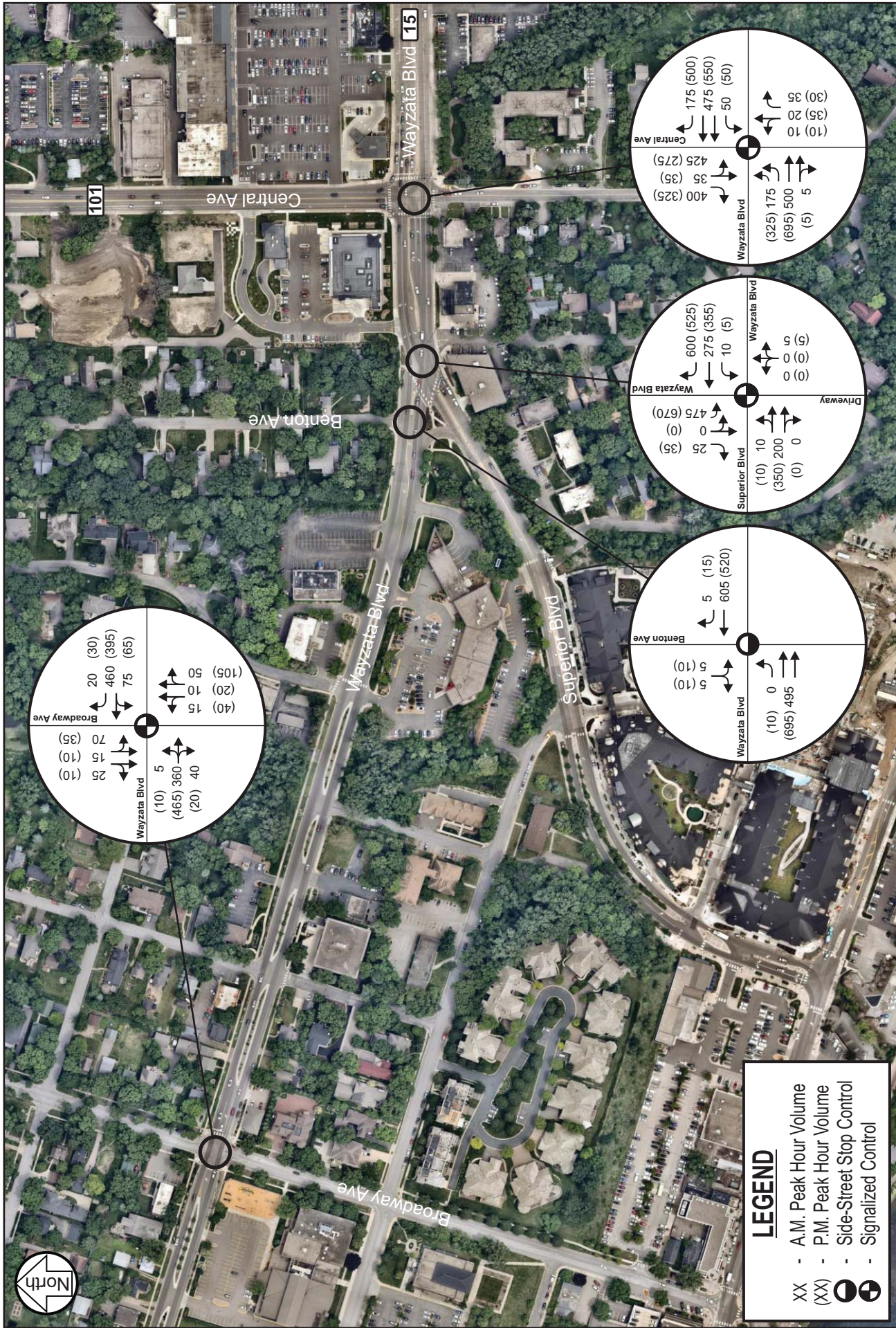


Figure 3

Existing Conditions
 Wayzata Boulevard / Superior Boulevard Intersection Evaluation
 City of Wayzata, MN

Table 1. Level of Service Criteria for Signalized and Unsignalized Intersections

LOS Designation	Signalized Intersection Average Delay/Vehicle (seconds)	Unsignalized Intersection Average Delay/Vehicle (seconds)
A	≤ 10	≤ 10
B	> 10 - 20	> 10 - 15
C	> 20 - 35	> 15 - 25
D	> 35 - 55	> 25 - 35
E	> 55 - 80	> 35 - 50
F	> 80	> 50

For side-street stop controlled intersections, special emphasis is given to providing an estimate for the level of service of the side-street approach. Traffic operations at an unsignalized intersection with side-street stop control can be described in two ways. First, consideration is given to the overall intersection level of service. This takes into account the total number of vehicles entering the intersection and the capability of the intersection to support these volumes.

Second, it is important to consider the delay on the minor approach. Since the mainline does not have to stop, the majority of delay is attributed to the side-street approaches. It is typical of intersections with higher mainline traffic volumes to experience high levels of delay (poor levels of service) on the side-street approaches, but an acceptable overall intersection level of service during peak hour conditions.

Results of the existing operations analysis shown in Table 2 indicate that all study intersections currently operate at an acceptable overall LOS C or better during the a.m. and p.m. peak hours with the existing traffic control and geometric layout. Although the study intersections operate at an overall acceptable level of service, queuing issues were identified. During the a.m. peak hour, southbound left-turn queues at the Wayzata Boulevard/Central Avenue intersection extend approximately 390 feet, blocking access to the driveways along Central Avenue. During the p.m. peak hour, eastbound queues at the Wayzata Boulevard/Central Avenue intersection extend to the Wayzata Boulevard/Superior Boulevard intersection approximately five percent of the peak hour. Eastbound left-turn queues extend beyond the available storage approximately 15 percent of the p.m. peak hour.

Table 2. Existing Peak Hour Capacity Analysis

Intersection	A.M. Peak		P.M. Peak	
	LOS	Delay	LOS	Delay
Wayzata Boulevard/Central Avenue (CSAH 101)	C	28 sec.	C	31 sec.
Wayzata Boulevard/Superior Boulevard	A	9 sec.	B	14 sec.
Wayzata Boulevard/Benton Avenue ⁽¹⁾	A/B	12 sec.	A/C	19 sec.
Wayzata Boulevard/Broadway Avenue	B	12 sec.	B	10 sec.

(1) Indicates an unsignalized intersection with side-street stop control, where the overall LOS is shown followed by the worst approach LOS. The delay shown represents the worst side-street approach delay.

Traffic Forecasts

Traffic forecasts were developed for year 2025 conditions. Based on discussions with City staff, all known or expected new development projects in the downtown Wayzata area were identified as shown in Figure 4. Trip generation estimates for the weekday a.m. and p.m. peak hours and a daily basis were then developed using the *ITE Trip Generation Manual, 9th Edition*. To account for vehicles utilizing more than one land use within the downtown area, a 15 percent multi-use reduction was applied. Results of the trip generation estimates, shown in Table 3, indicate that an additional 306 a.m. peak hour, 393 p.m. peak hour, and 4,717 daily trips are estimated to be generated by new development near Downtown Wayzata.

Table 3. Trip Generation Estimates

Land Use Type (ITE Code)	Size	A.M. Trips		P.M. Trips		Daily Trips
		In	Out	In	Out	
Mobility District						
High-Turnover (Sit-Down) Restaurant (932)	10,000 SF	59	49	59	39	1,272
Davis Group						
Medical-Dental Office Building (720)	16,000 SF	30	8	16	41	578
Garrison Landing						
Residential Condominium/Townhouse (230)	10 DU	1	4	3	2	58
Shopping Center (820)	3,000 SF	2	1	5	6	128
Continental Property Growth						
Apartment (220)	75 DU	8	31	30	16	499
Shopping Center (820)	6,000 SF	4	2	11	12	256
Meyer Bros						
Residential Condominium/Townhouse (230)	23 DU	2	8	8	4	134
East Block (Bay Center)						
Residential Condominium/Townhouse (230)	29 DU	2	11	10	5	168
Hotel (310)	90 Rooms	28	20	28	26	735
Shopping Center (820)	21,064 SF	13	8	38	41	899
High-Turnover (Sit-Down) Restaurant (932)	6,469 SF	38	31	38	25	823
Subtotal		187	173	246	217	5,550
Multi-Use Reduction (15%)		-28	-26	-37	-33	-833
Total		159	147	209	184	4,717

As noted earlier, the City also plans to construct a new parking ramp in the downtown area west of the Wayzata Bar and Grill. The proposed Mill Street Parking Ramp will have two access points located on Broadway Avenue (see Figure 5). The parking ramp will also be accessible via the parking lot located in the northwest quadrant of the Lake Street/Superior Boulevard intersection. While the parking ramp will not generate new trips, it will provide an alternative parking location for patrons to the nearby restaurants and retail land uses.

Traffic generated by new development was distributed to the adjacent roadway network based on a review of existing travel patterns and engineering judgment. Based on the traffic expected to be routed to the study intersections, the existing intersection turning movement counts are expected to increase by approximately 10 percent under year 2025 conditions. Year 2025 traffic forecasts are shown in Figure 6.

Year 2025 Conditions

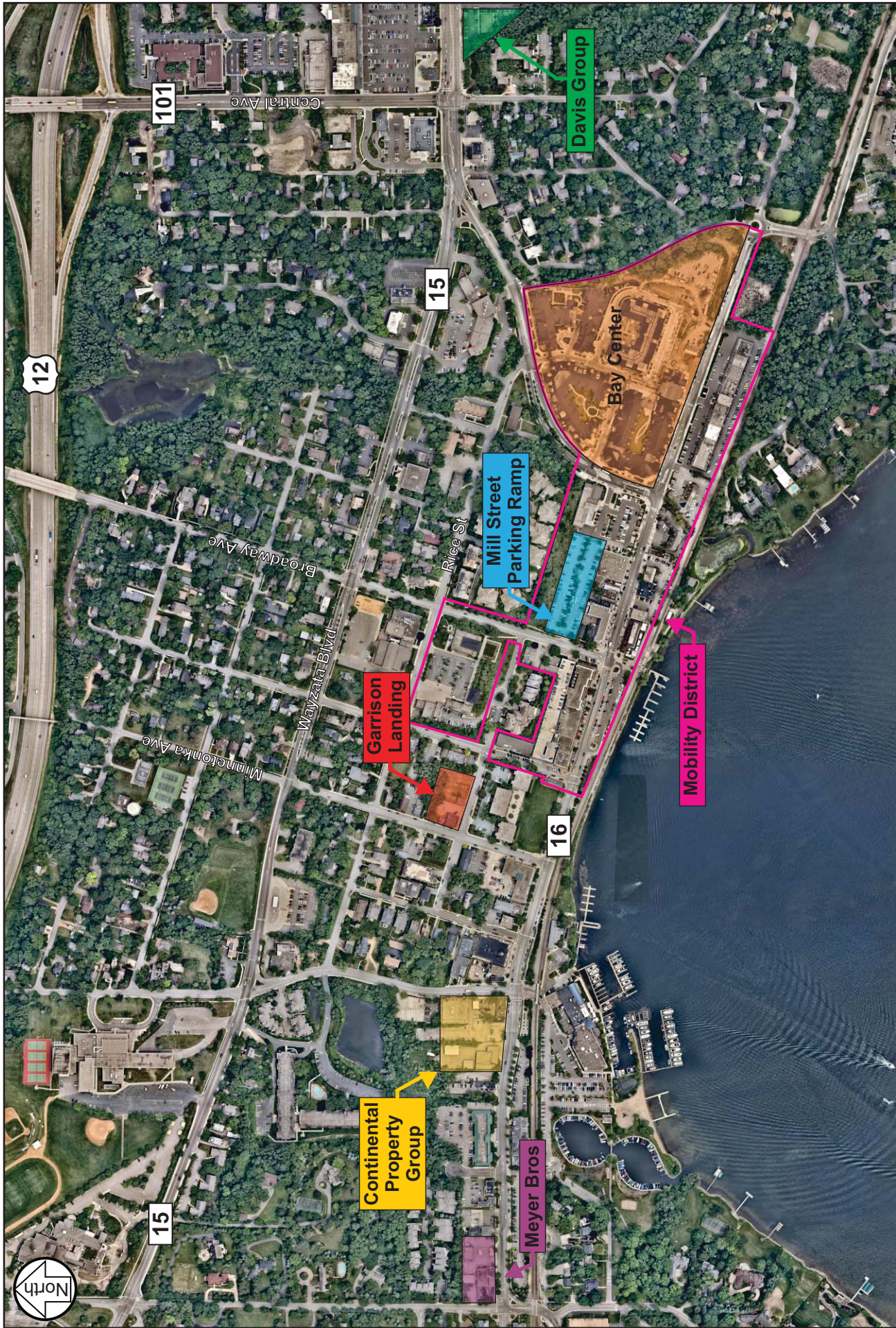
Intersection Operations Analysis

To determine if the existing roadway network can accommodate year 2025 traffic forecasts, a detailed traffic operations analysis was completed. The study intersections were once again analyzed using Synchro/SimTraffic. Results of the year 2025 operations analysis shown in Table 4 indicate that all study intersections are expected to operate at an acceptable overall LOS D or better during the a.m. and p.m. peak hours with the existing geometric layout and traffic control. It should be noted that during the p.m. peak hour, the southbound approach at the Wayzata Boulevard/Benton Avenue intersection is expected to operate at LOS F.

Table 4. Year 2025 Condition Peak Hour Capacity Analysis

Intersection	A.M. Peak		P.M. Peak	
	LOS	Delay	LOS	Delay
Wayzata Boulevard/Central Avenue (CSAH 101)	C	32 sec.	D	37 sec.
Wayzata Boulevard/Superior Boulevard	B	15 sec.	C	26 sec.
Wayzata Boulevard/Benton Avenue ⁽¹⁾	A/C	20 sec.	A/F	52 sec.
Wayzata Boulevard/Broadway Avenue	B	13 sec.	B	12 sec.

(1) Indicates an unsignalized intersection with side-street stop control, where the overall LOS is shown followed by the worst approach LOS. The delay shown represents the worst side-street approach delay.



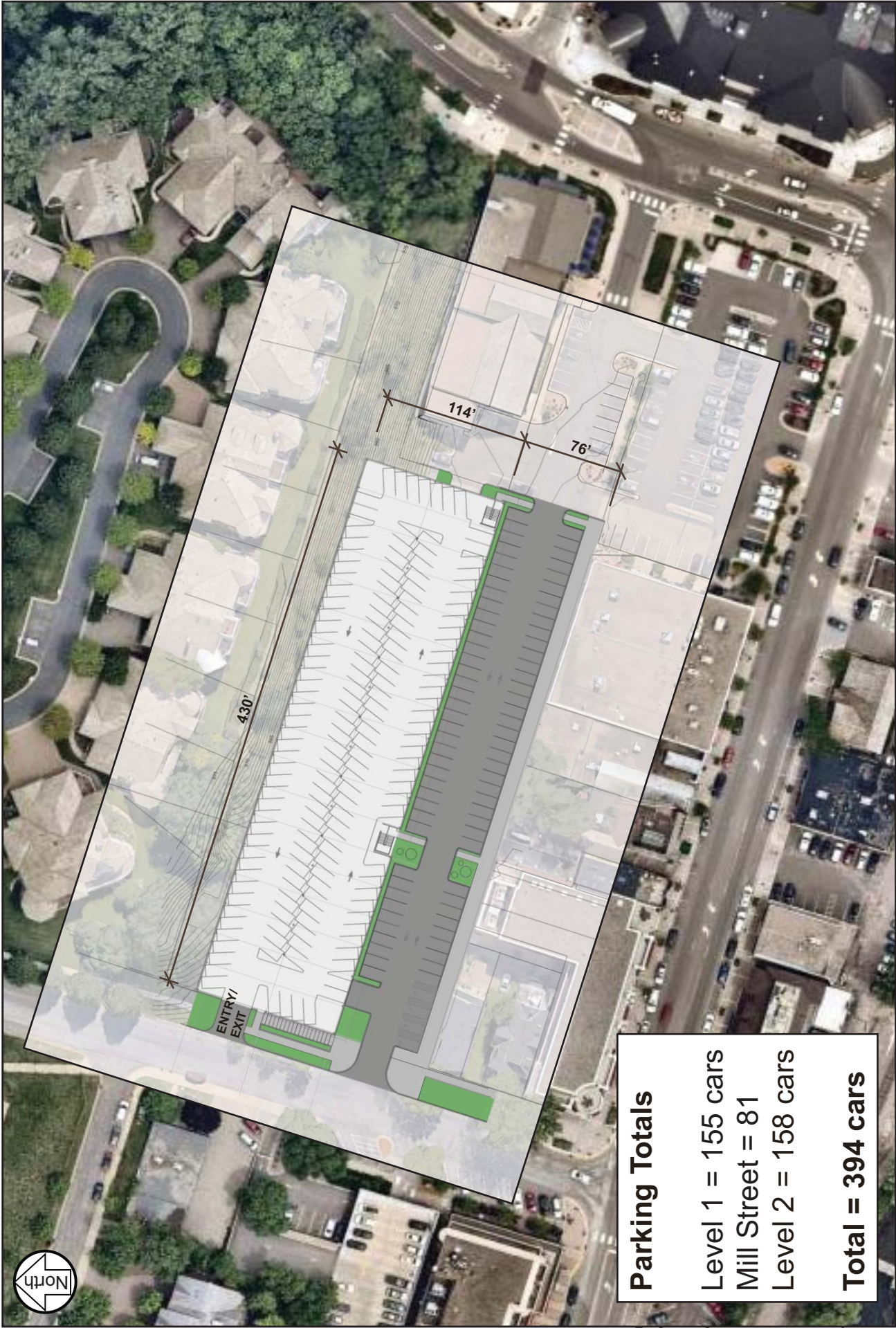
Year 2025 Development

Wayzata Boulevard / Superior Boulevard Intersection Evaluation
City of Wayzata, MN



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Figure 4



Parking Totals

Level 1 = 155 cars

Mill Street = 81

Level 2 = 158 cars

Total = 394 cars

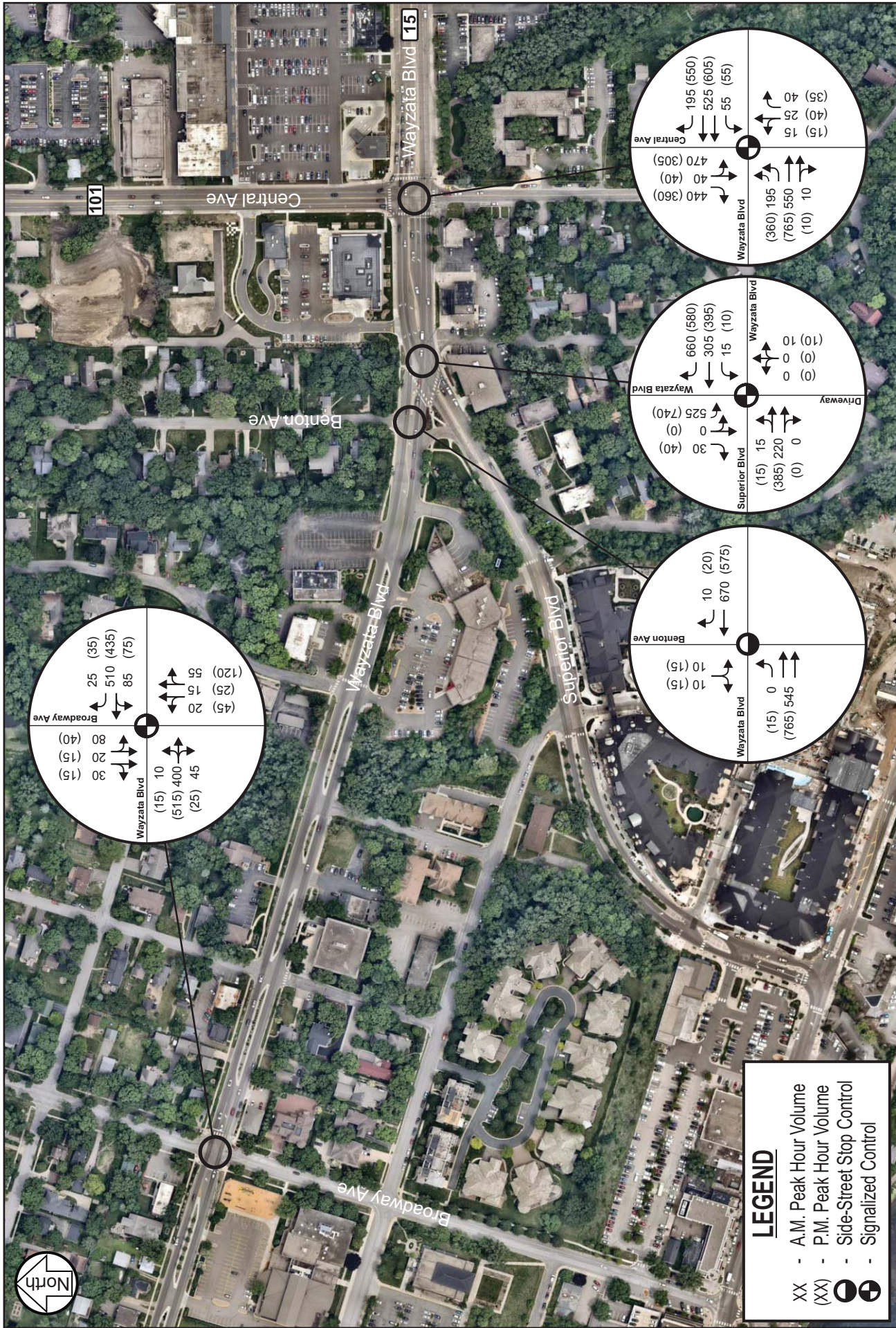


Figure 6

Year 2025 Conditions
 Wayzata Boulevard / Superior Boulevard Intersection Evaluation
 City of Wayzata, MN

SRE
 Consulting Group, Inc.

0169105
 June 2016

The queuing issues identified under existing conditions are expected to occur more frequently under year 2025 conditions. Southbound left-turn queues at the Wayzata Boulevard/Central Avenue intersection are expected to extend approximately 615 feet during the a.m. peak hour. Eastbound queues at the Wayzata Boulevard/Central Avenue intersection extend to the Wayzata Boulevard/Superior Boulevard intersection approximately 10 percent of the p.m. peak hour. Eastbound left-turn queues extend beyond the available storage approximately 20 percent of the p.m. peak hour. The westbound through queues at the Wayzata Boulevard/Superior Boulevard intersection are expected to extend to the Wayzata Boulevard/Central Avenue intersection approximately five (5) percent of the p.m. peak hour.

Alternative Intersection Configurations

The City plans to reconstruct the Wayzata Boulevard/Superior Boulevard intersection in the year 2017. The City has two ongoing projects that should also be taken into consideration when redesigning the Wayzata Boulevard/Superior Boulevard intersection, including the proposed Mill Street Parking Ramp and the Wayzata Lake Effect project. As previously mentioned, the proposed Mill Street Parking Ramp (expected to be constructed by May 2017) will provide an alternative parking option for the downtown business district.

The Wayzata Lake Effect project will focus on revitalizing the lake front (including Lake Street) to make it safer, more ecologically friendly, and improve access to the shore. Some of the projects being considered as part of the Wayzata Lake Effect include pedestrian enhancements along Lake Street and at the Lake Street/Broadway Avenue intersection, bike lanes on Lake Street, and modifications to the existing Municipal Lot (southwest quadrant of the Lake Street/Broadway Avenue intersection) to provide a “pedestrian-first” experience.

Based on an understanding of future development and plans in the downtown area, as well as the results of the year 2025 traffic operations analysis, the following goals were identified for when the intersection is reconstructed:

- A. Increase the distance between Superior Boulevard and Central Avenue to provide additional storage and reduce the likelihood of queues extending to adjacent intersection.
- B. Encourage vehicle traffic to access the downtown parking ramps via Wayzata Boulevard/Broadway Avenue to reduce vehicular and pedestrian conflicts on/near Lake Street.
- C. Minimize the skew of the intersection to reduce confusion for motorists traveling through the intersection and to reduce the pedestrian crossing distance.
- D. Maintain access for Benton Avenue at Wayzata Boulevard, which is the only access for residents along Benton Avenue.

The following two options were evaluated at the Wayzata Boulevard/Superior Boulevard intersection:

- 1) Option 1: Superior Alignment (Figure 7)
 - a) Developed based on the traffic volumes from the *Wayzata Bay Center Street Improvements* study and the subsequent *Wayzata Boulevard/Superior Boulevard/Central Avenue Operations Analysis Results* report, in 2008.
 - b) Realigns the eastbound Wayzata Boulevard approach to reduce the skew of the intersection with Superior Boulevard and creates a T-intersection.
 - c) Maintains the southbound/westbound Wayzata Boulevard and northbound Superior Boulevard as the through movement.
 - d) Encourages motorists to enter the downtown area via Superior Boulevard.
- 2) Option 2: Wayzata Alignment (Figure 8)
 - a) Realigns Wayzata Boulevard to be the primary through movement.
 - b) Benton Avenue becomes the north approach of the Wayzata Boulevard/Superior Boulevard intersection.
 - c) Existing peak hour traffic patterns indicate that approximately two-thirds of traffic travels to/from Wayzata Boulevard and one-third of traffic travels to/from Superior Boulevard.
 - d) Year 2025 traffic patterns are not expected to significantly change from the existing counts.
 - e) Encourages motorists to enter the downtown area via Broadway Avenue.

Results of the year 2025 operations analysis for Options 1 and 2 shown in Table 5, indicate that all study intersections are expected to operate at an acceptable overall LOS C or better during the a.m. and p.m. peak hours. Eastbound/westbound queues on Wayzata Boulevard between Superior Boulevard and Central Avenue are not expected to extend into the adjacent intersections for either option.

Table 5. Year 2025 Condition Peak Hour Capacity Analysis

Intersection	A.M. Peak		P.M. Peak	
	LOS	Delay	LOS	Delay
Option 1				
Wayzata Boulevard/Central Avenue (CSAH 101)	C	32 sec.	C	31 sec.
Wayzata Boulevard/Superior Boulevard	B	15 sec.	C	23 sec.
Wayzata Boulevard/Benton Avenue ⁽¹⁾	A/D	27 sec.	A/D	26 sec.
Wayzata Boulevard/Broadway Avenue	B	11 sec.	B	12 sec.
Option 2				
Wayzata Boulevard/Central Avenue (CSAH 101)	C	33 sec.	C	32 sec.
Wayzata Boulevard/Superior Boulevard/Benton Avenue	A	8 sec.	B	15 sec.
Wayzata Boulevard/Broadway Avenue	B	12 sec.	B	13 sec.

(1) Indicates an unsignalized intersection with side-street stop control, where the overall LOS is shown followed by the worst approach LOS. The delay shown represents the worst side-street approach delay.



Figure 7

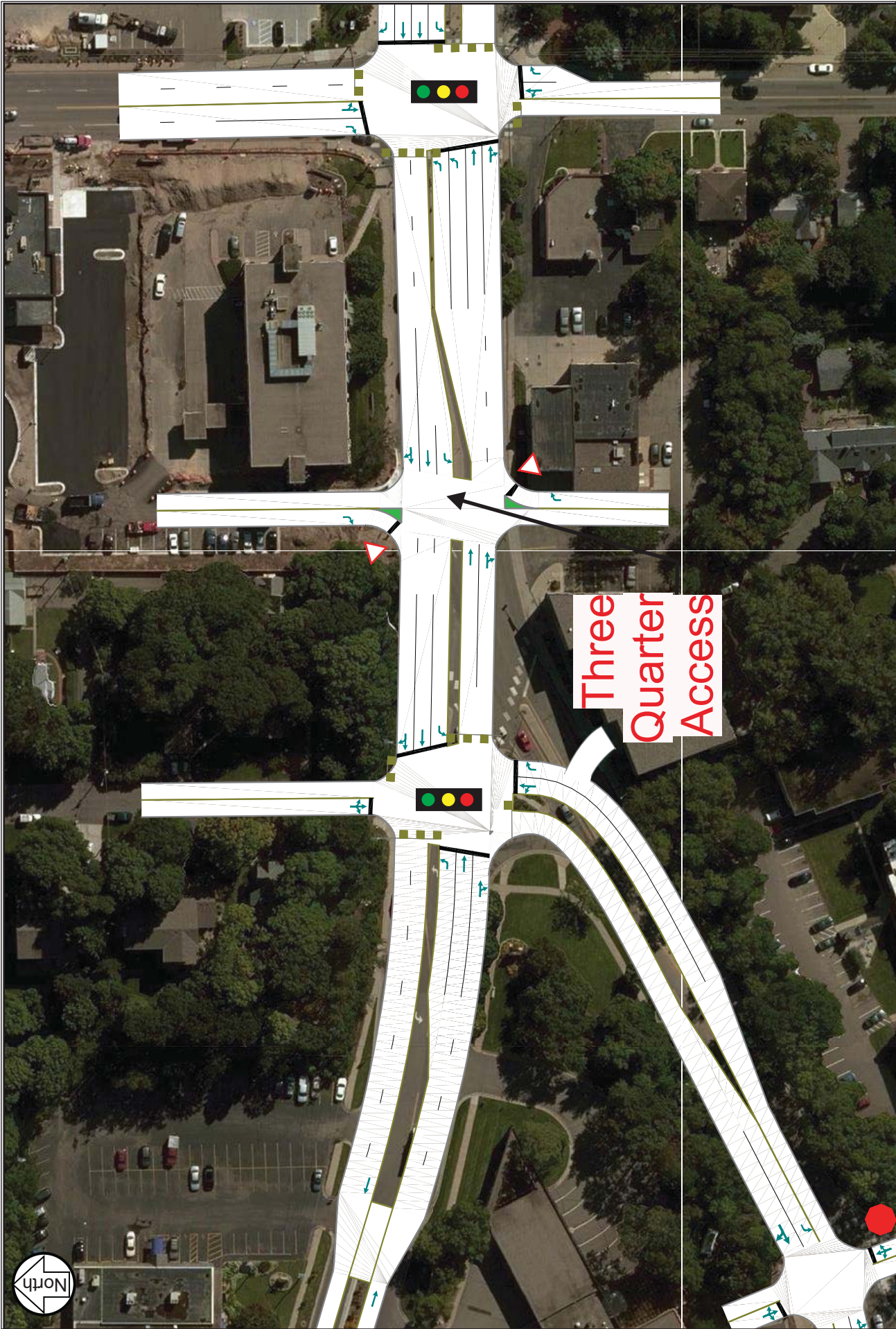
Wayzata Blvd/Superior Blvd Option 1: Superior Alignment

Wayzata Boulevard / Superior Boulevard Intersection Evaluation

City of Wayzata, MN



0169105
June 2016



Wayzata Blvd/Superior Blvd Option 2: Wayzata Alignment

Wayzata Boulevard / Superior Boulevard Intersection Evaluation
City of Wayzata, MN



0169105
June 2016

Figure 8

While both options are expected to operate at acceptable levels of services, current traffic patterns and identified project goals favor Option 2.

Other Considerations

In addition to the improvements identified at the Wayzata Boulevard/Superior Boulevard intersection, the following should also be considered:

- Extend the westbound left-turn lane at the Wayzata Boulevard/Broadway Avenue intersection to provide a minimum of 150 feet to provide for additional storage for left-turning vehicles.
- Extend the eastbound left-turn lanes at the Wayzata Boulevard/Central Avenue intersection to reduce the time that queues extend beyond the turn lane storage.
- Discuss access modifications to the businesses south of Wayzata Boulevard between Superior Boulevard and Central Avenue with key stakeholders.
- Monitor southbound left-turn queues at the Wayzata Boulevard/Central Avenue intersection and consider reconstructing the southbound approach to provide a southbound left-, shared thru/left-, and right-turn lane.

Summary and Conclusions

Based on the analysis, the following conclusions and recommendations are offered for your consideration:

- 1) Results of the existing operations analysis indicate that all study intersections currently operate at an acceptable overall LOS C or better during the a.m. and p.m. peak hours.
 - a) Southbound left-turn queues at the Wayzata Boulevard/Central Avenue intersection extend approximately 390 feet during the a.m. peak hour
 - b) Eastbound queues at the Wayzata Boulevard/Central Avenue intersection extend to the Wayzata Boulevard/Superior Boulevard intersection approximately five percent of the p.m. peak hour.
 - c) Eastbound left-turn queues extend beyond the available storage approximately 15 percent of the p.m. peak hour
- 2) Traffic forecasts were developed for year 2025 conditions. To account for future traffic generated by new development, the existing intersection turning movement counts were increased by 10 percent.

- 3) In addition to traffic generated by new development, the following two City projects were also taken into consideration:
 - a) Proposed Mill Street Parking Ramp in the downtown area west of the Wayzata Bar and Grill. The parking ramp will have two access points located on Broadway Avenue. The parking ramp will also be accessible via the parking lot located in the northwest quadrant of the Lake Street/Superior Boulevard intersection.
 - b) The Wayzata Lake Effect project includes pedestrian enhancements along Lake Street and at the Lake Street/Broadway Avenue intersection, bike lanes on Lake Street, and modifications to the existing Municipal Lot (southwest quadrant of the Lake Street/Broadway Avenue intersection) to provide a “pedestrian-first” experience.
- 4) Results of the year 2025 operations analysis indicate that all study intersections are expected to operate at an acceptable overall LOS D or better during the a.m. and p.m. peak hours.
 - a) Queueing issues identified under existing conditions are expected to occur more frequently under year 2025 conditions.
- 5) To improve operations and reduce queueing, two intersection configurations were evaluated for the Wayzata Boulevard/Superior Boulevard intersection.
 - a) Option 1: Superior Alignment
 - i. Developed based on the traffic volumes from the *Wayzata Bay Center Street Improvements* study and the subsequent *Wayzata Boulevard/Superior Boulevard/Central Avenue Operations Analysis Results* report, in 2008.
 - ii. Realigns the eastbound Wayzata Boulevard approach to reduce the skew of the intersection with Superior Boulevard and creates a T-intersection.
 - iii. Maintains the southbound/westbound Wayzata Boulevard and northbound Superior Boulevard as the through movement.
 - iv. Encourages motorists to enter the downtown area via Superior Boulevard.
 - b) Option 2: Wayzata Alignment
 - i. Realigns Wayzata Boulevard to be the primary through movement.
 - ii. Benton Avenue becomes the north approach of the Wayzata Boulevard/Superior Boulevard intersection.
 - iii. Existing peak hour traffic patterns indicate that approximately two-thirds of traffic travels to/from Wayzata Boulevard and one-third of traffic travels to/from Superior Boulevard.
 - iv. Year 2025 traffic patterns are not expected to significantly change from the existing counts.
 - v. Encourages motorists to enter the downtown area via Broadway Avenue.
- 6) While both options are expected to operate at acceptable levels of services, current traffic patterns and identified project goals favor Option 2.

To: Mike Kelly, PE, City Engineer/Assistant Director of Public Works
City of Wayzata

From: Emily Gross, PE, Senior Engineer
Matt Pacyna, PE, Senior Associate

Date: May 1, 2017

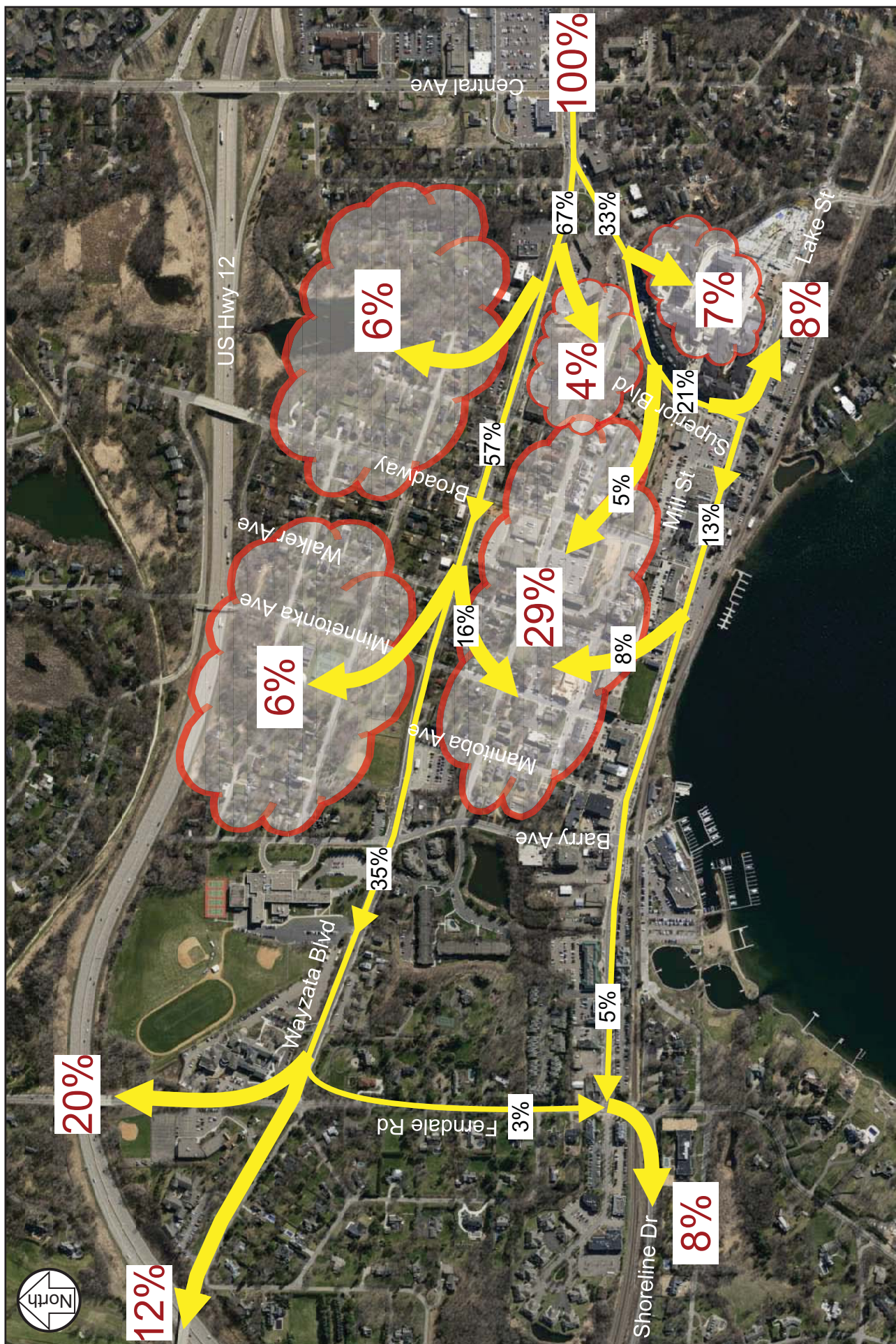
Subject: Wayzata Boulevard and Superior Boulevard Supplemental Traffic Review

Introduction

As requested, SRF has conducted an additional traffic review to help identify a preferred alternative for improvements to the Wayzata Boulevard/Superior Boulevard intersection in the City of Wayzata. This review provides supplemental traffic information to the *Wayzata Boulevard/Superior Boulevard Intersection Evaluation*, dated June 14, 2016. The main objectives of this review are to identify general origin-destination patterns to/from the Wayzata Boulevard/Superior Boulevard intersection, conduct a sensitivity test at the Lake Street/Superior Boulevard intersection, and prepare a photo-realistic rendering of the Wayzata Boulevard/Superior Boulevard Option 2 layout from a Benton Avenue vantage point (north of Wayzata Boulevard). The following information provides a summary of the findings of the traffic review.

Findings

- 1) SRF reviewed historical traffic volume data in the downtown Wayzata area and conducted short-duration (15-minute) counts at approximately 20 intersections in the downtown Wayzata area during the weekday p.m. peak period.
- 2) The historical and recently collected traffic count data was reviewed to identify general vehicular travel patterns entering/exiting the downtown Wayzata area via the Wayzata Boulevard/Superior Boulevard intersection. Results of this review, illustrated in Figures 1A and 1B, indicate:
 - a) Travel patterns at the Wayzata Boulevard/Superior Boulevard intersection indicate that approximately two-thirds of vehicles travel to/from Wayzata Boulevard and one-third of vehicles travel to/from Superior Boulevard.
 - b) Approximately one-third of vehicles traveling westbound during the p.m. peak period on Wayzata Boulevard are considered “through trips” destined either to the north on Ferndale Road or west of Wayzata Boulevard across Highway 12.
 - c) Motorists to/from Superior Boulevard are typically destination type trips and not using Lake Street for a regional trip.
 - d) Approximately 50 to 65 percent of vehicles at the Wayzata Boulevard/Superior Boulevard intersection are vehicles destined to/near the downtown area.



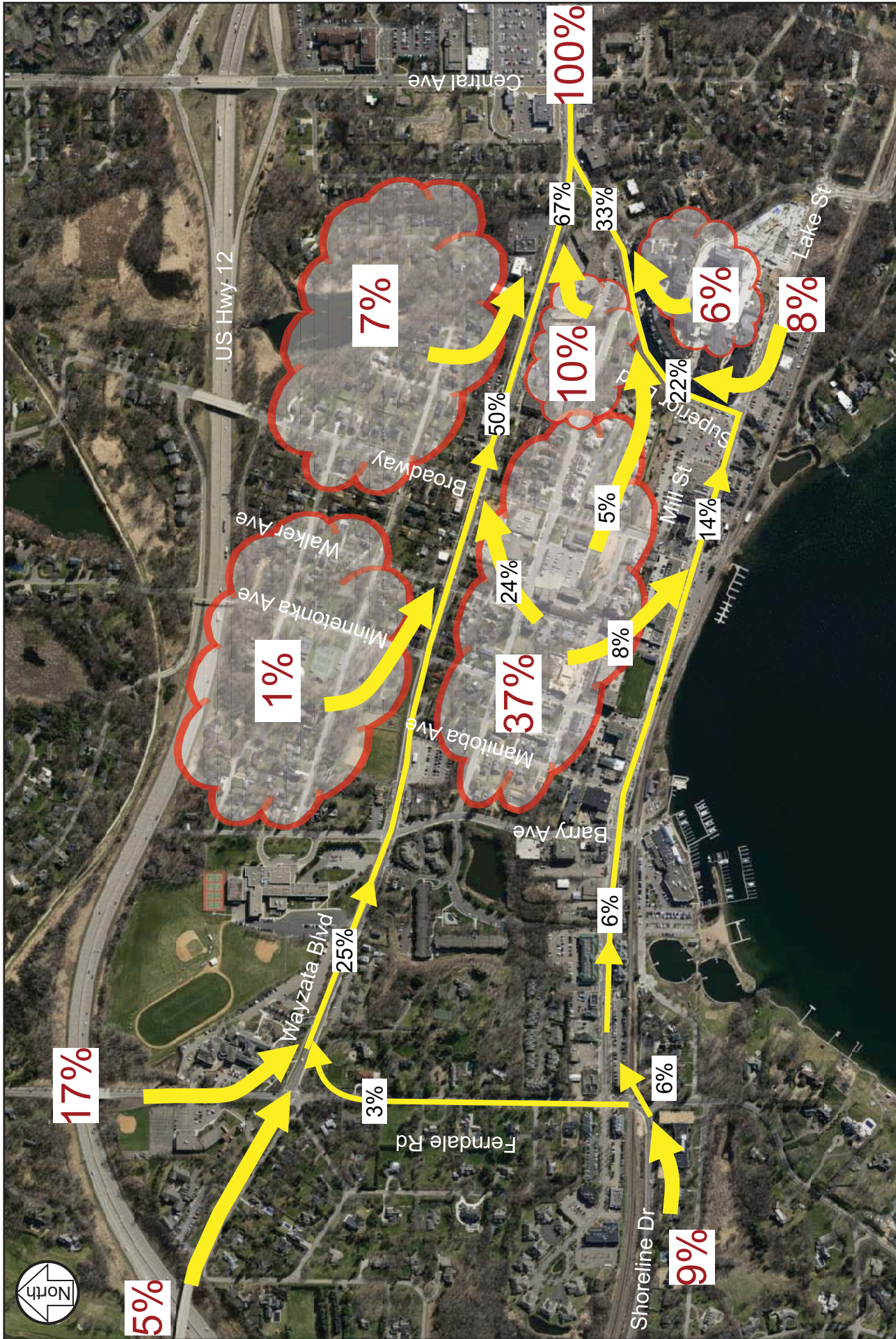


Figure 1B

Eastbound Origin/Destination
 Wayzata Boulevard and Superior Boulevard Traffic Analysis
 City of Wayzata

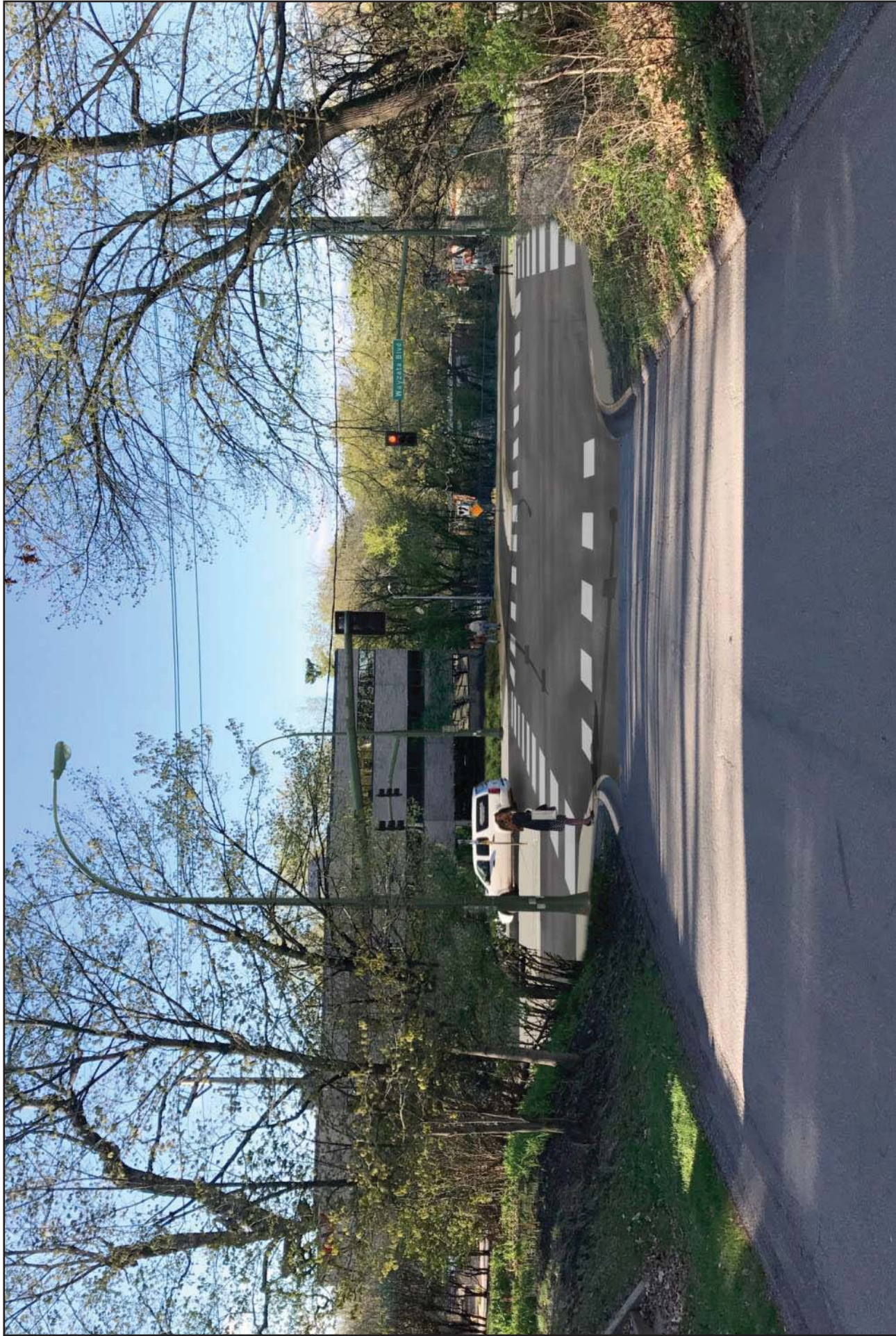


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 May 2017

- 3) A sensitivity test was conducted during the weekday p.m. peak hour at the Lake Street/Superior Boulevard intersection to identify how traffic operations would be impacted if travel patterns at the Wayzata Boulevard/Superior Boulevard intersection were evenly split between vehicles destined to/from Wayzata Boulevard to the west and Superior Boulevard to the south.
 - a) Results of the sensitivity test indicate that the overall average delay and approach queues at the Lake Street/Superior Boulevard intersection would increase, but the intersection is expected to operate at acceptable levels of service.
- 4) A photo-realistic rendering was prepared of the Wayzata Boulevard/Superior Boulevard Intersection Option 2 layout from a Benton Avenue vantage point (north of Wayzata Boulevard) encompassing the entire intersection and is illustrated in Figure 2.

Recommendation

From a technical perspective, Option 2 (Wayzata Alignment) is recommended for design. This option was selected since it provides direct access to Benton Avenue, simplifying movements for motorists entering/exiting the side street, improves pedestrian crossing safety by removing the skew, and re-orientates the intersection so that the through movement is the highest volume movement.



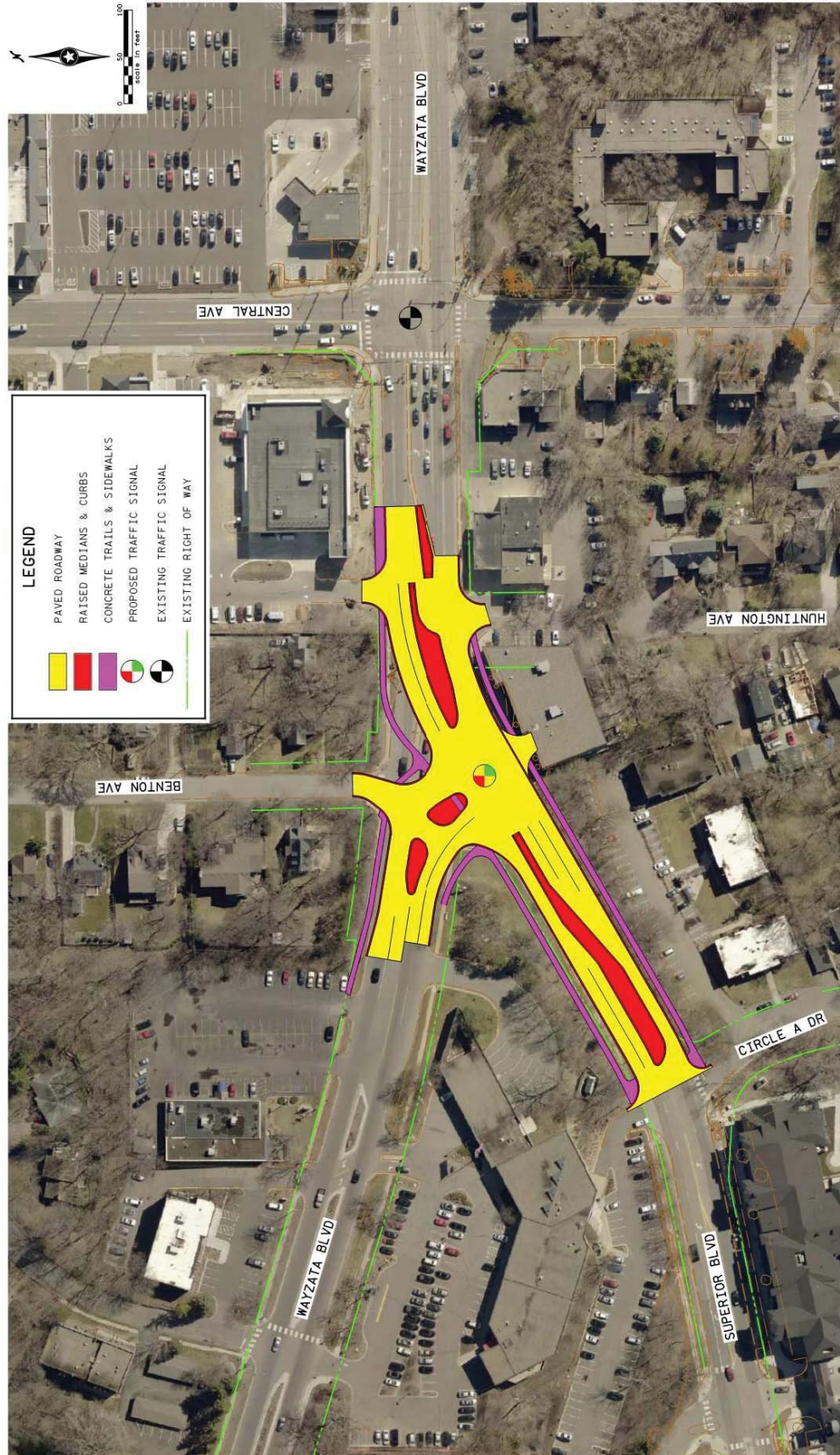
Wayzata Boulevard and Superior Boulevard Intersection Option 2 Layout

Figure 2

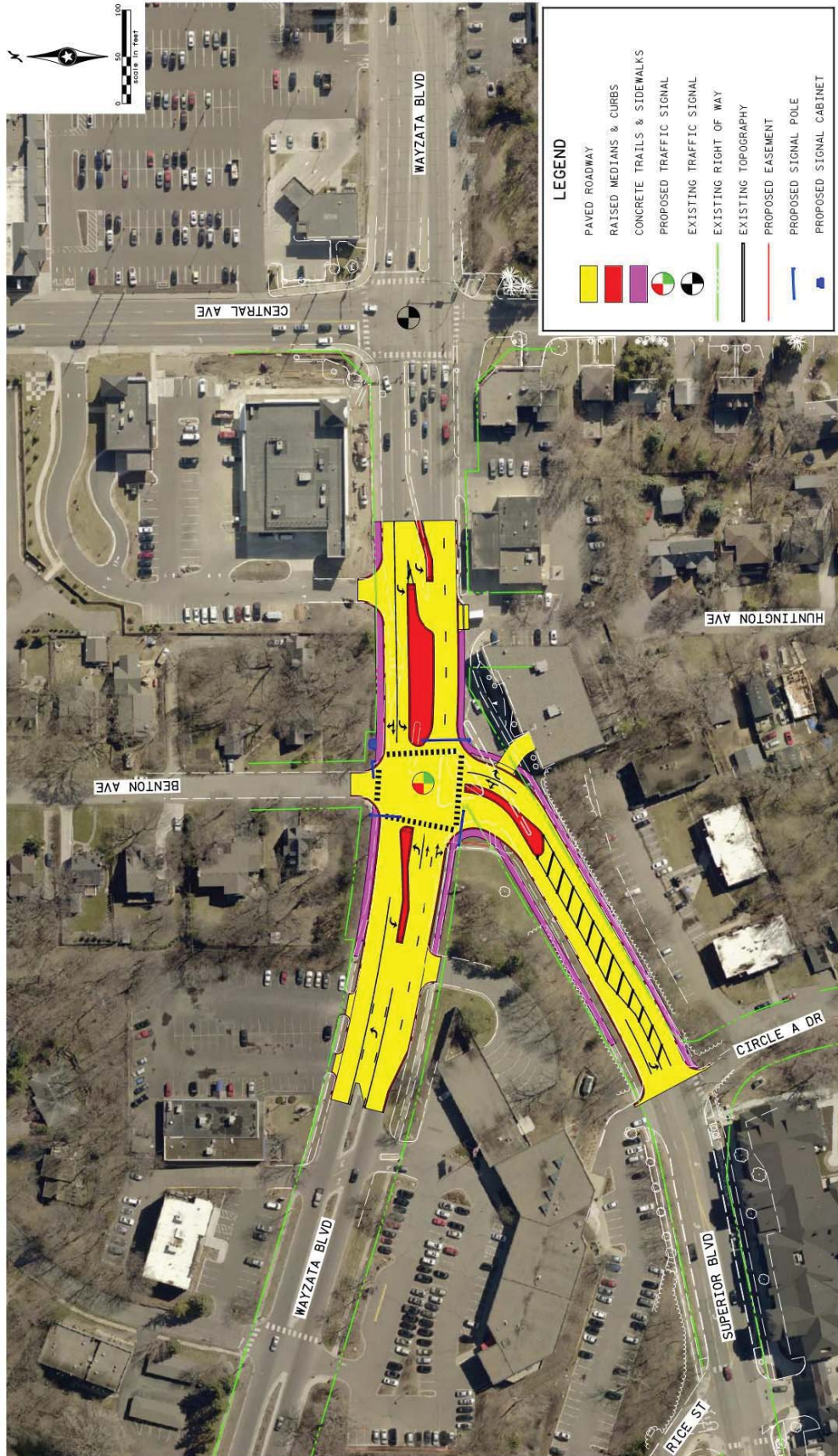
Existing Alignment



Option 1 – Superior Alignment



Option 2 – Wayzata Alignment



7A. Eastbound On-Ramp from Bushaway Road (CSAH 101) to TH 12

A joint study (I-394/TH 12 Traffic Operations Study) was conducted by the City of Wayzata, City of Minnetonka and Mn/DOT in 2000 to analyze freeway operations along the I-394/TH 12 corridor. Results of this study indicated the need for an eastbound auxiliary lane between CSAH 101 (Bushaway Road) and the I-494/Carlson Parkway collector-distributor roadway. More recently in 2007, freeway operations for the I-394/TH 12 corridor were analyzed by SRF Consulting Group for the City of Minnetonka, which included the eastbound on-ramp from Bushaway Road (CSAH 101) to TH 12. Based on the existing conditions analysis, the need for an eastbound auxiliary lane on TH 12 from the Bushaway Road (CSAH 101) on-ramp to the I-494/Carlson Parkway collector-distributor roadway exit was confirmed.

A supplemental safety analysis was also completed for this section of roadway to identify current safety issues. Based on this analysis, there are 15 crashes on the TH 12 merge from the Bushaway Road (CSAH 101) eastbound on-ramp. Of the 15 crashes, 10 are property damage, 3 are possible injury and 2 are non-incapacity injury. The calculated crash rate for this section of freeway, including the merge area, is 1.64, which is higher than the average crash rate for an urban freeway in the metro area (1.1).

Preliminary field review has indicated that there is available space to accommodate this eastbound auxiliary lane along the south side of TH 12 without significant impacts to the south frontage road. However, overall impacts will be identified through the design process. The City of Wayzata should continue to work with Mn/DOT to support near and long term improvements to TH 12 and identify funding for these improvements, including the eastbound auxiliary lane TH 12 from the Bushaway Road (CSAH 101) on-ramp to the I-494/Carlson Parkway collector-distributor roadway exit.

7B. Superior Boulevard/Lake Street Intersection

An intersection analysis was recently completed in 2007 to determine design options for the intersection of Superior Boulevard and Lake Street that will improve its operations and maintain the necessary access to adjacent developments. In addition, the future design of the intersection will provide a balance between vehicle operations and pedestrian safety (i.e. installation of a traffic signal, center medians with landscaping). The selection of the best intersection alignment is critical because it will continue to serve downtown Wayzata for many years. The City has determined the intersection alignment that would provide the optimal location based on existing utilities, future driveway locations, future land use and the design objectives that have been identified for this intersection. As part of the proposed redevelopment for the Wayzata Bay Center, the City will have an opportunity to redesign this intersection to meet the long-term objectives of this area.

7C. Wayzata Boulevard/Superior Boulevard Intersection

In general, roadways should intersect at a 90-degree angle, if possible. Currently, Superior Boulevard and Wayzata Boulevard form a skewed intersection. However, several constraints led to the unique design of this intersection. Back in the 1990's, negotiations took place between Hennepin County and the City of Wayzata to reconstruct this intersection. There was a great deal of discussion about the design of the intersection, including realigning Superior Boulevard to intersect with Wayzata Boulevard at a 90-degree angle, which would also directly align with Benton Avenue to the north. However, the change in grade on Superior Boulevard is an issue which makes the realignment challenging and costly from a design perspective.

Two options were considered for addressing the grade issue on Superior Boulevard. The first option involved raising Superior Boulevard south of the intersection to provide a more level approach at the intersection. This option would have required retaining walls and closure of existing access to the south. The second option was to lower the profile on Wayzata Boulevard and Benton Avenue to meet the profile of a re-aligned Superior Boulevard. Both of these options involved a high project cost.

Concerns were also raised regarding increased traffic in the neighborhood to the north and west of the intersection. An important issue with the intersection realignment is the potential change in travel patterns that could occur. Currently, Wayzata Boulevard and Superior Boulevard serve as the main travel route and connect to Lake Street. Superior Boulevard is considered the “gateway” to the Wayzata Business District and it was important that the design of the intersection led motorists down Superior Boulevard, versus using Wayzata Boulevard further west. Realignment of the intersection would make this route less obvious, which may increase traffic to the west on Wayzata Boulevard, which is a major concern for residents.

Modifications to the design were considered in response to these concerns. In addition, discussion prompted proposed revisions to the traffic signal and geometrics at Wayzata Boulevard/Central Avenue to increase the capacity and efficiency of these closely spaced intersections. The City continues to move forward with the redesign of the Wayzata Boulevard/Superior Boulevard intersection.

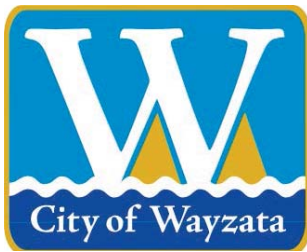
7D. Wayzata Boulevard Corridor Improvements

A transportation study was completed in 2004 for the east segment of Wayzata Boulevard between Central Avenue (CSAH 101) and Bushaway Road (CSAH 101) to evaluate the feasibility of and impacts due to access and intersections/roadway improvements along the corridor. The study analyzed existing traffic operations along the corridor, in addition to a crash analysis.

A review of existing access along the study segment was also completed to identify recommended improvements to address corridor safety. In order to improve overall corridor operations and safety, an access management plan was also developed. The access management plan includes access closures/modifications and frontage roads, illustrating what the corridor should ultimately look like under future conditions. Access driveways would not be closed or modified in the immediate future. However, this plan would be used to close or modify access when opportunity occurs, such as redevelopment of a parcel from its current use.

Since the east study of Wayzata Boulevard is a Hennepin County roadway facility, Hennepin County staff members were involved in the study process, including their input and review of the access management plan. In addition, meetings and discussions with adjacent property owners along the east study segment took place. As redevelopment along the corridor continues to occur, an approved access management plan is needed to properly guide change along the corridor. Therefore, an update of the previous work should be completed to obtain the necessary public input and approval of the study results and associated access management plan for the east study segment of Wayzata Boulevard.

An additional study was completed in 2004 for the west segment of Wayzata Boulevard between Ferndale Road and Superior Boulevard to evaluate current operations and determine what roadway and/or traffic control improvements were needed. As part of this study, concept layouts were developed to illustrate future roadway design options for the west study segment of Wayzata Boulevard. The future roadway design options included a two-lane divided roadway with turn lanes at key intersections and a three-lane roadway with a two-way center left-turn lane. The two-lane



City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM: 9c
TITLE: Consider approval of professional services agreement with Future iQ for Comp Plan community visioning services	
PROPOSED MOTION: Approve the professional services agreement with Future iQ, Inc.	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

City staff recommends that the City Council approve the professional services agreement with Future iQ, Inc.

FINANCIAL OR BUDGET CONSIDERATION:

The contract includes a total fee of \$80,000. The City has a comprehensive plan fund with a current balance of \$142,000, which is programmed for consulting services for the comp plan update. In addition, the CIP has money allocated to update the sewer and water plans as part of the comp plan update.

BACKGROUND:

As part of the Metropolitan Council's regional framework, the City is required to update its comprehensive plan every 10 years. Wayzata's current comprehensive plan was adopted by the City Council in 2008, and the City has until the end of 2018 to provide an updated comp plan to the Metropolitan Council.

One of the most important and significant components of the comp plan is establishing the community's vision for the next 20 years. The City's Lake Effect Framework was a significant community engagement process that established a comprehensive vision for the City's lakeshore. The comp plan community vision, while influenced by the Lake Effect Framework, provides a broader vision for the City's future. The role of the comprehensive plan is to establish the community vision, and outline how the City will support and achieve this vision, which is codified in the individual components of the comp plan:

- o Land Use
- o Transportation
- o Water Resources
- o Parks & Trails
- o Housing
- o Resilience
- o Economic Competitiveness
- o Implementation

The City has solicited a proposal from Future iQ to provide the community vision framework, and the Council previously discussed Future iQ's background and approach to community visioning at a workshop meeting in April. Based on the feedback from the Council, Future iQ has submitted a

revised proposal for the Council's consideration. The revised proposal includes incorporating the 600 ideas developed in the Lake Effect Framework to inform the visioning process.

Attached for the Council's consideration are the revised proposal and a draft professional services agreement with Future iQ for the comprehensive plan community visioning services.

ATTACHMENTS:

1. Proposal for Community Visioning
2. Draft Professional Services Agreement with Future iQ

Wayzata, Minnesota

**A Proposal for Community Visioning
REVISED VERSION**

Submitted by:



Create Future Intelligence™

www.future-iq.com

May 31, 2017

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EIN: 27-1389416

May 31, 2017

Mr. Jeff Dahl
City Manager
City of Wayzata
600 Rice Street East
Wayzata, MN 55391

RE: A Proposal for Community Visioning – REVISED VERSION

Dear Mr. Dahl,

Future iQ is pleased to submit this proposal to provide community visioning services for the City of Wayzata.

In writing this proposal, we were acutely aware of the importance of the City's recent Lake Effect project, as well as the need to build off that project to create the City's vision for itself. Future iQ has designed this visioning project to take this complexity into account and to incorporate community engagement so as not to create fatigue, but rather to energize and create excitement in the process by filling in gaps and identifying clear city-wide priorities for the future. The vision and priorities may then be used as a roadmap to guide and inform Wayzata's upcoming comprehensive planning process.

Future iQ has a proven track record of designing and implementing large and small-scale community visioning and planning projects across urban and regional areas in North America and Europe. With over 300 visioning workshops performed, we have worked hard with local communities to help establish their priorities through visioning and planning processes. Some of the strengths we believe we bring to this project include:

- **We understand the need for balanced redevelopment.** We have worked with many cities and regions at points-in-time when communities have reached generational change, industry tipping points, and other scenarios that involve significant redevelopment phases. For example, our work with the City of Edina involved extensive public engagement with businesses, neighborhood and housing associations, community organizations and individual homeowners as they deal with issues such as

tear-downs and rebuilds, re-purposing commercial properties, and higher density zoning issues. Balancing the need for redevelopment as well as the need to maintain the essential character and charm of a community is crucial in the visioning process. Future iQ will bring this sensitivity to Wayzata's visioning project.

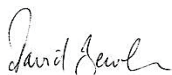
- **We specialize in visioning and stakeholder engagement.** Engagement is one of the cornerstones of Future iQ's visioning methodology. Our visioning process specializes in applying innovative tools and approaches that bring together stakeholders and community members to create collaborative and cohesive community and economic development plans, and an aligned vision for the future. Importantly, our visioning process provides a collaborative place for participants to share expertise and ideas, and to openly consider various perspectives on issues of concern to their community. We have accomplished facilitators who are well versed in steering community discussions, and exploring local sensitivities and aspirations.
- **We bring a future perspective.** Future iQ specializes in studying and understanding larger emergent trends and influences that are re-shaping communities and regions. We have published foresight research on 'Cities of the Future', 'Economics of Collaboration', the 'Future of Food' and the 'Future of Manufacturing'. We have hosted global Think-Tank forums at Windsor Castle (UK) on 'Building Sustainable Regional Communities'. This experience helps us shape truly future orientated and visionary planning processes that anticipate the future and educate stakeholders on the broader future challenges we all face.

Future iQ strives to develop and deliver innovative projects that make a lasting contribution. Our high-level engagement, hands-on approach, as well as the effectiveness of our methodology, data visualization graphics and published community-specific reports will help the citizens of Wayzata to understand the visioning process and their role in making their own future. This thorough understanding of visioning is critical, as it will lead to the creation of a Community Vision that can be 'owned' by everyone.

Our goal throughout this project is to build on the City's recent Lake Effect project and to provide a visioning process that will both engage and inspire community members of Wayzata to create for themselves a future that is visionary, sustainable, innovative and inclusive. It would be our privilege to work with the City of Wayzata on this initiative.

Please contact me for clarifications as needed. Thank you for your consideration.

Yours sincerely,



David Beurle
CEO, Future iQ, Inc.
Email: david@future-iq.com
Tel: +1 715 559 5046

Table of Contents

1.0	General Background and Resources	1
2.0	Proposed Approach and Methodology	2
2.1	Scope of Work and Deliverables.....	3
2.2	Phase 1: Initial Planning, Background Research and Communications Plan.....	3
2.2.1	Initial Planning	3
2.2.2	Background Research and Benchmark Analysis	4
2.2.3	Communications Plan	4
2.3	Phase 2: Future Scenarios.....	5
2.3.1	Pre-Think-Tank Surveys	5
2.3.2	Wayzata Future Think-Tank Workshop	5
2.3.3	Scenarios of the Future Report.....	8
2.4	Phase 3: Community and Stakeholder Engagement.....	8
2.4.1	Community and Stakeholder Surveys.....	9
2.4.2	Data Collection and Data Visualization Platform	9
2.4.3	Community and Stakeholder Engagement Report	11
2.4.4	Reconvene Wayzata Future Think-Tank Group (optional)	11
2.5	Phase 4: City of Wayzata Community Vision.....	12
2.5.1	Strategic Vision Framework and Wayzata Community Vision Report.....	12
2.5.2	Graphics, Maps and Visuals	12
2.5.3	Presentation of Wayzata Community Vision	12
3.0	Project Team.....	12
3.1	Project Director, David Beurle, CEO.....	13
3.2	Project Manager, Juliana Panetta	13
3.3	Heather Branigin, Vice-President, Business Development	14
4.0	Work Experience	15
4.1	Relevant Projects	15
4.1.1	City of Edina, MN (2014-2015) and (2017)	15
4.1.2	Community Vision/Strategic Roadmap, Hilton Head Island, SC (2016-17).....	15
4.1.3	Edina Chamber of Commerce Economic Development Strategy, Minnesota (2016-2017)..	16
4.1.4	Waseca County Community Vision, Strategic Plan and Action Plan, Minnesota (2017)	16
4.1.5	Moosehead Lake Regional Master Plan, Maine (2016-2017).....	16
4.1.6	Allen County, Ohio – Phase One (2015) and Phase Two (2016-2017).....	16
4.1.7	Travel Oregon (2016-2017) and Travel Oregon’s Tourism Studios (2009-2016)	17
4.1.8	North Tyrrhenian Sea–Mediterranean – Ports Project, Italy/France (2015)	17
4.2	Other Work Experience	18
4.3	Foresight Research Studies.....	19
5.0	Proposed Timeline	20
6.0	Proposed Budget.....	21
7.0	References	22

1.0 General Background and Resources

Future iQ was founded in 2003, and specializes in the field of community and economic planning and development, with a special focus on organizational, industry, and regional economic development, visioning and engagement. Future iQ operates across three continents with eight staff members, three country representatives and four strategic partners located worldwide. In North America, the company is currently undertaking (or has recently completed) a portfolio of projects in Oregon, Ohio, Wisconsin, Minnesota, Illinois, Iowa, Nebraska, Texas, Maine, California, South Carolina and Arizona.

Global Presence – Local Solutions



Future iQ specializes in the following functional and sector areas:

- City, Urban and Regional Planning
- Economic and Workforce Development
- Organizational and Corporate Planning
- Non-profit Strategic Planning
- Defense Sector Engagement
- Tourism Industry Planning and Analysis

Future iQ's specialized methodology includes:

- Scenario-Based Strategic Planning and Visioning
- Stakeholder and Community Engagement
- Network and Supply Chain Mapping
- Data Visualization
- The Future Game
- Customized Foresight Research

Please refer to www.future-iq.com for more detail.

2.0 Proposed Approach and Methodology

Future iQ believes this project is an opportunity for the City of Wayzata to create a comprehensive view of how it sees itself within the twin cities, the State of Minnesota and the global community beyond. The challenges and opportunities that will present themselves during the visioning process will help to identify priorities for city planning for years to come. The visioning process will build off the already extensive body of community input created during the Lake Effect project and will highlight additional community-chosen focus areas and priorities for planning. Wayzata is a community of great assets – from its parks and trails, to its fashionable restaurant scene, to its beautiful lake access – the City has the potential to both keep what is great about the City and to continue to develop a city of the future for all generations.

Drawing on previous experience, we believe that the best way to produce a successful visioning project is by using a people-focused, scenario-based methodology. The disciplined bottom-up driven approach that we propose is inclusive and integrates quality of life perspectives that are intrinsic to long-term cohesive community planning. There are several key criteria needed:

- **Strong collaborative approach.** The long-term success of this project will be dependent on building strong collaboration amongst Wayzata's community members and stakeholders. The development of this type of 'eco-system' needs to be built in upfront in the planning stages of the project with a conscious effort to build on points of consensus to create a common vision for the City. The Project Manager will work with City staff to engage as many community members and stakeholders as possible in the planning process.
- **Future oriented.** Building a community-wide shared vision of the future will be critical for Wayzata. To develop an agreed-upon vision, community members and stakeholders will need clarity and a common understanding of the drivers influencing future development of the City.
- **Data driven approach, including data visualization.** Our experience suggests that projects like this are most successful when built on transparent data-driven approaches, inclusive of as many community members and stakeholders as possible.
- **Project management and communication strategy.** Building the systems and communication methods to ensure compliance and timely delivery are important features of our project management.

The work outlined below will extend well beyond the traditional SWOT analysis and comprehensive planning, and will look more broadly at the City's potential future and its implications. The process will help to define a broad community vision, objectives and directions, using a collaborative process and multiple engagement techniques.

2.1 Scope of Work and Deliverables

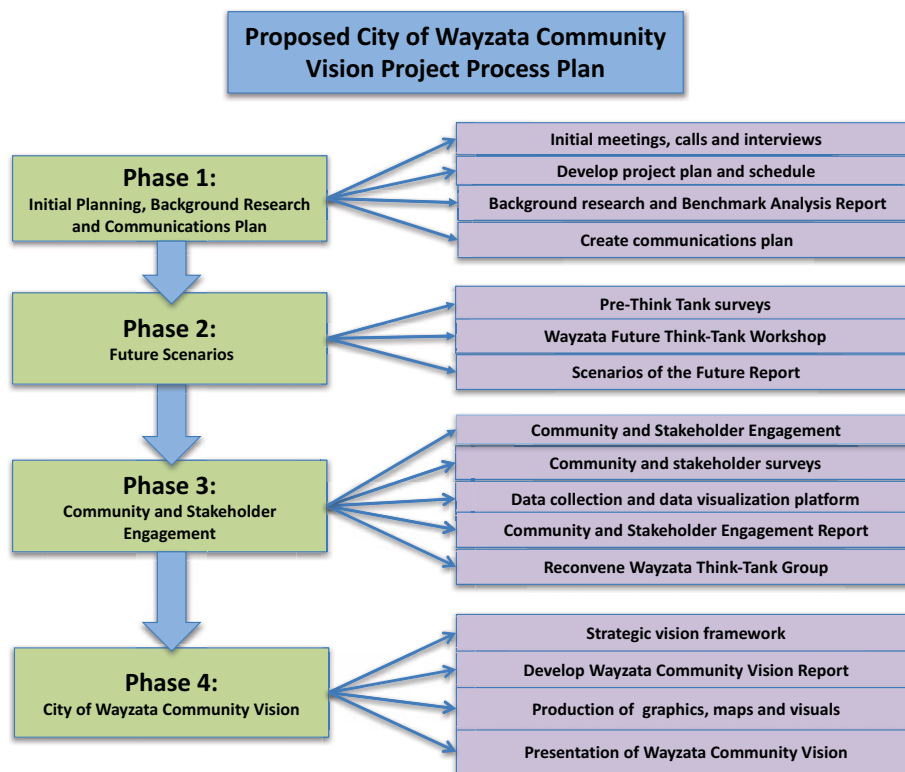
Future iQ anticipates the duration of this project to be approximately 7 months, from June 2017 through December 2017. This timeframe is flexible depending on the needs of the City of Wayzata. The Project Director will monitor the project's progress with City staff and make on-site visits to attend meetings, host key workshops, and present status reports. The proposed Project Process Plan and production of deliverables are divided into four phases illustrated in the diagram and described below.

Phase 1: Initial Planning, Background Research and Communications Plan

Phase 2: Future Scenarios

Phase 3: Community and Stakeholder Engagement

Phase 4: City of Wayzata Community Vision



2.2 Phase 1: Initial Planning, Background Research and Communications Plan

2.2.1 Initial Planning

This project will begin with meetings between Future iQ team members and Wayzata City staff to establish a final work program and schedule specifying the number and type of planned meetings to occur throughout the project. This would include a detailed schedule/process for the project, and a review of the nature, quality, and format of reports to be produced. The

schedule and process for the project will be clearly stated, compelling and implementable. Initial stakeholder interviews will be held to build rapport and a better understanding of the prevailing City dynamics, concerns, issues, and expectations.

2.2.2 Background Research and Benchmark Analysis

Working closely with City staff, our team will conduct relevant background research, including the exploration of existing planning efforts to understand those strategic directions already established for Wayzata, as well as to identify progress made towards meeting these objectives.

Preliminary research components will include:

- Review of existing Wayzata plans such as the Wayzata Lake Effect Project and other strategic documents and factors shaping the City and region. Additional analysis of the Lake Effect Report will be conducted (particularly the 600 ideas of community input) and will be used to inform the pre-think tank survey and visioning process.
- Benchmark Analysis Report, including current demographics, workforce, economic profile. This analysis provides an up-to-date community profile in conjunction with nationwide community comparisons that are used as reference throughout the visioning process.

To see a sample benchmark analysis please visit: <http://future-iq.com/project/vision-edina/>

2.2.3 Communications Plan

Future iQ will develop a detailed communications plan for the Community Visioning project with City staff and the Communications Department. The communications plan will include elements such as:

- Support with branding/naming the initiative
- An overarching communications strategy involving content and messaging for the duration of the project; timing of communications; reports, etc.
- Assistance with recommendations on communications initiatives such as flyers, postcards, invitations and outreach pieces

Future iQ team members will work throughout the duration of the project to update and keep current the project information distributed to stakeholders and community members. It is our firm belief that consistent and easily accessible project communications add to the transparency of the process and encourage community participation.

2.3 Phase 2: Future Scenarios

2.3.1 Pre-Think-Tank Surveys

The Future iQ team would work closely with City staff prior to the Wayzata Future Think-Tank Workshop. This work would include:

- Undertake background research exploring relevant local, regional and macro trends. Examine comparable case studies. This research will help ‘front load’ the scenario planning process.
- Develop an online survey for the think tank participants. This survey will explore perceptions about the future, perceived areas of opportunity and threat, views about changes occurring on the island and future risk.
- Conduct surveys with key local stakeholders and community members, and prepare a summary report.

2.3.2 Wayzata Future Think-Tank Workshop

Future iQ’s unique approach to community engagement and visioning focuses on scenario-based strategic planning and stresses the role of future-thinking to identify shared interests and common concerns. For Wayzata, the Future Think-Tank Workshop will be used as a tool to build a better understanding of the current drivers and future aspirations of how community members and stakeholders of Wayzata want to develop the City and how to allocate its resources. Scenario Planning is a method that is used to develop plausible scenarios for the future. Scenarios are not predictions, but are a way of exploring plausible futures. The method expands on traditional strategic planning in that it allows the exploration of many factors, or drivers of the future at the same time. This is done by using local knowledge and expectations about the drivers to produce a framework that defines and explores a range of plausible futures. This enables people to explore the impacts and consequences of a range of different future paths as they seek a preferred future. The key aspects and features of the approach include:

- It is customizable and built around the work program defined in this proposal.
- It is data and evidence-based, ensuring a robust outcome, and a vision and plan that deals with reality, rather than a ‘wish-list.’
- Community and stakeholder engagement is front and center in the design, and all community members and stakeholders have the option to have input via multiple methods.
- This process is inclusive and easily scalable, and can draw input from all sections of the community - from backyards to classrooms to boardrooms.
- Outputs include high quality reports, data analysis and presentations where community and stakeholder input is valued and reflected in the final outcomes.

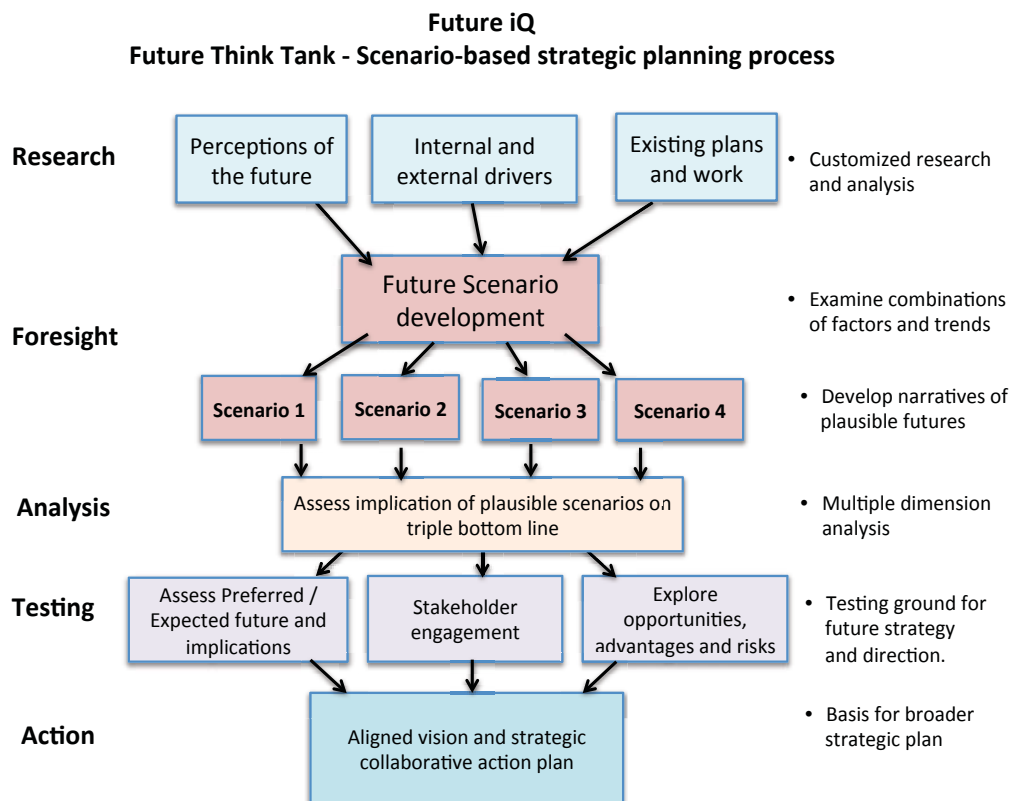
Working with a core representative and invited local community and stakeholder group identified by City staff, the scenario Think-Tank planning process develops a series of plausible futures for the City. This would be conducted as a highly participatory workshop run across two evenings or days and would include 60-80 key representative community and stakeholder participants. The workshop program includes:

- Review of important trends, background research and stakeholder networks.
- Identification of key drivers shaping the future and clustering of critical sets of drivers.
- Formulation of different plausible scenario 'spaces'. Developing detailed narratives and descriptions about each scenario.
- Examining the impact and consequences of each scenario on various aspects of Wayzata.
- Identifying preferred futures and critical action steps.

The process produces four plausible futures. It provides a robust framework to test proposed strategies and assumptions, and a 'testing ground' for planning, particularly in complex or changing communities and organizations. These sessions bring together local community members and stakeholders and provide an important forum for discussion and planning about the next 5-20 years. The scenario-based approach to strategic visioning has significant advantages including:

- It allows participants choice, and the chance to engage with a series of well thought out and researched plausible futures. This accelerates the process of visioning, and allows people to consider longer-term choices and implications, rather than short-term self-interest agendas.
- This naturally leads to high quality data visualizations, where the future can have a tactile and interpretable representation.

Below is the visual outline of how the scenario-based strategic planning process works:



We believe this process is attempting to answer important questions such as:

- What should the City of Wayzata become?
- How will community and stakeholder preferences fit into this vision?
- How does Wayzata ensure that planning for the future will incorporate quality of life issues for the people in the entire community?
- How should public and private funds be invested and leveraged to improve the City?

In addition, we believe that we can use the opportunity of the strategic planning process to further examine questions for Wayzata such as:

- What are the specific strategic gap and growth areas for Wayzata?
- Where does Wayzata fit into the world, and what are its unique competitive strengths?
- How can Wayzata keep the City relevant and attractive to current and future residents and visitors in ways that best capitalize on its assets and protects resources?
- How will new projects impact the community in the short and long-term and how will that affect economic development in the area?
- What is the right balance of funding for tourism/destination location promotion inside and outside the City?
- How does the City anticipate and take advantage of emerging trends in the economy and as well as aspirations of the community it serves?

- What hurdles might Wayzata face, and how do we build collaborative approaches and structures to ensure continued success?
- Where is there opportunity or need to evolve or change? Where is there an appetite for change, and where might there be resistance to change?
- What is the story the City of Wayzata wants to tell about itself?

The methodology being proposed will allow Wayzata community members and stakeholders to tackle these questions in an engaging and thought-provoking manner. This will then lead to a cohesive vision which will define a clear roadmap for the upcoming Comprehensive Plan.

2.3.3 Scenarios of the Future Report

Following the workshop, Future iQ will prepare a detailed high quality workshop report (including data tables and visuals) with outcomes and scenario analysis, together with survey results and key recommendations. The report will be in a professional, print ready format, suitable for circulation to City staff, Council members, community members and stakeholders. This material then provides the basis for the broader community and stakeholder engagement phase and ultimately the identification of the preferred future (strategic vision) for Wayzata. To see a sample Scenarios of the Future Report, please visit: <http://future-iq.com/project/vision-edina/>

2.4 Phase 3: Community and Stakeholder Engagement

Following the Think-Tank workshop, the broader public engagement will begin in earnest. This is the stage where groups not commonly involved in community activities will be sought out with the assistance of city staff and other groups. The extent of this engagement will be determined in close consultation with City staff and we will seek to build off the Lake Effect project by incorporating issues of importance highlighted through the Think Tank process. The following face-to-face engagement approaches may be used:

- Focus groups and/or workshops
- Larger town hall-style meetings as well as small-group meetings
- Housing Association / Community groups / Sector workshops / High-school aged groups
- Intercept surveys
- Interviews with stakeholders

The Community-wide forums, focus groups and/or workshops will include:

- Introduction to the project
- Outline and discussion of key issues and trends
- Outline of the scenarios developed by the Think-Tank group
- Discussion about potential implications and impacts of each scenario on the target workshop groups or stakeholders
- Completion of detailed input survey

Future iQ has allocated time on-site for detailed work presentations and stakeholder engagement. Our team will facilitate these focus groups, workshops and interviews. It is anticipated that approximately 10-15 targeted workshops will be held, providing access to a cross-section of community members and stakeholders. The workshops are typically 1.0 to 1.5 hours, and include about 20 minutes to complete a comprehensive Community and Stakeholder Survey (described in Section 2.4.1).

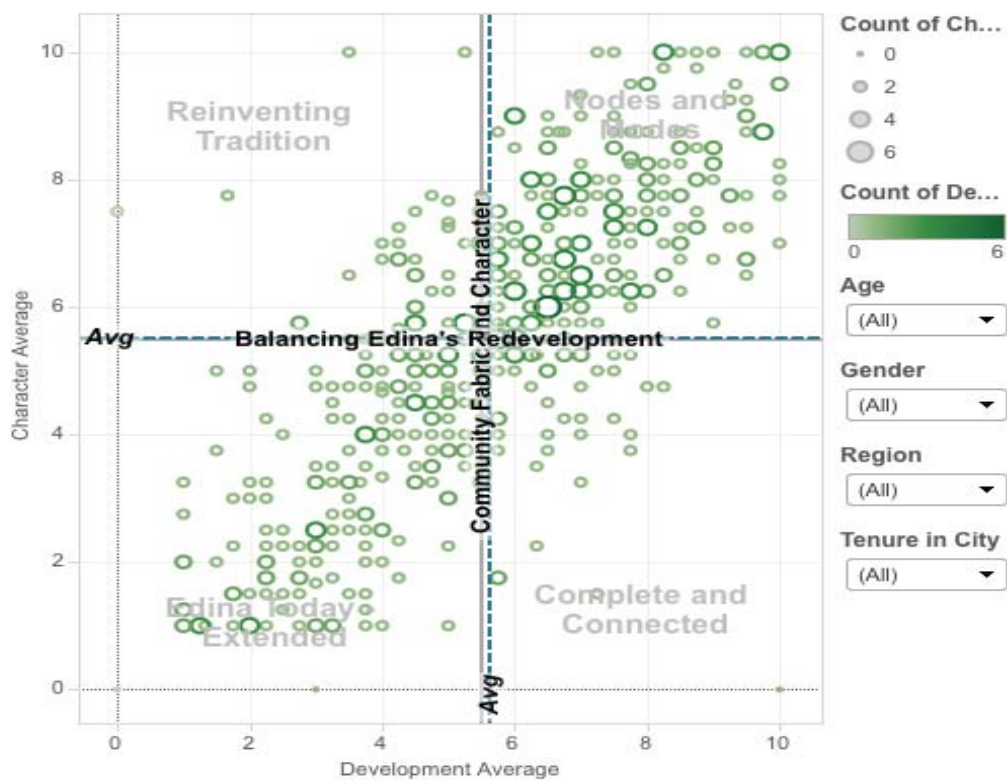
2.4.1 Community and Stakeholder Surveys

Data collection from as many community members and stakeholders as possible will provide an inclusive process and a comprehensive understanding of community and stakeholder views and where points of consensus lie. Following the Think-Tank, Future iQ will prepare a detailed Community and Stakeholder Survey that will be made available community-wide through various communications efforts. Hard copy surveys will be available at the community workshops and events and we will also provide an online Community and Stakeholder Survey option to allow for broad based participation into the process. In all cases, expertly designed survey instruments will capture community and stakeholder perspectives, visions and priorities. The surveys will examine appetite for change, and sensitivity to a range of future shaping themes, identified in the Think-Tank process.

2.4.2 Data Collection and Data Visualization Platform

The survey results will be presented in an innovative and interactive data visualization platform. This will allow community members and stakeholders to examine the data collected from surveys themselves, explore levels of alignment or divergence around key topics, and selectively filter to view perspectives from their own sector, or other profile category. An example of such an interactive data visualization developed by Future iQ can be viewed at www.visionedina.com. This approach provides interactive and transparent feedback to participants, and allows them to explore the issues and views across the community in a fun and engaging way. Future iQ developed this platform to provide a people-focused, data-driven approach to visioning and key issue analysis.

The following image shows an example of the screen shot of the 'point of consensus' in an example project. The dots represent groups of community members and where their preferred future was located relative to a range of choices within the scenario matrix. The point of consensus will move depending on the search filters selected, allowing an engaging and interesting way to explore the various views of different cohorts and groups within the community. For Wayzata, we would set filters based on profile questions such as age, length of time living or working in Wayzata, living location area, gender, ethnic background, etc.



Sample Data Visualization

Example of data visualization platform page

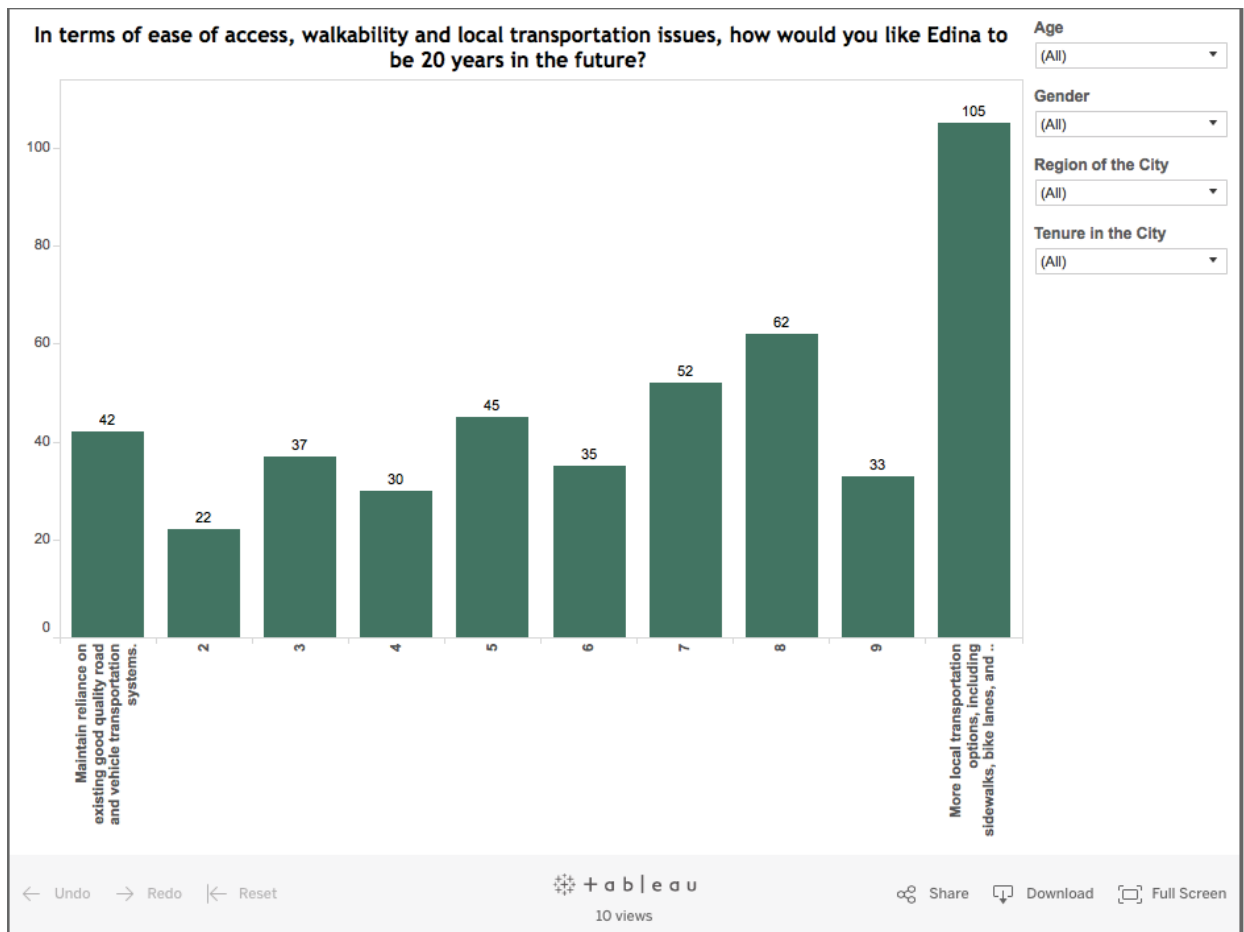
The following screen shot shows responses, from an example project, to one of the key slider sensitivity questions. Again, it shows how this can be filtered and explored. This approach to data collection and visualization allows extra insight to be gathered from the community surveys.



Transportation Options

The histogram presented below shows the distribution of perspectives on the critical issue of transportation options. This was one of the issues identified in the Vision Edina Think Tank workshop as being important to the future of Edina. Accessibility to the community's many commercial districts and other cultural amenities is of clear importance to its residents.


[HOME](#)
[PREFERRED FUTURE](#)
[CRITICAL ISSUES](#)
[REPORTS](#)
[MORE INFORMATION](#)



2.4.3 Community and Stakeholder Engagement Report

In addition to the quantitative analysis, each Community Survey is accompanied by an open-ended response section. The qualitative responses will be analyzed, allowing us to explore community member and stakeholders' perspectives more deeply on key issues or topics. Based on stakeholder engagement process, we will prepare a Community and Stakeholder Engagement Report, which will provide a detailed analysis of the project's community and stakeholder views and desires for the future. For an example of this type of report, please see the following link: <http://future-iq.com/project/vision-edina/>

2.4.4 Reconvene Wayzata Future Think-Tank Group (optional)

As a concluding community engagement step in the visioning process, the Project Director may reconvene the original Wayzata Future Think Tank participants. At this second Think Tank, the group will revisit results from the first Think Tank and incorporate the results from the expanded community engagement to refine the draft Strategic Vision Framework. This workshop will allow stakeholders to review the compiled input and validate the final vision and findings for the City as well as discuss how the vision should be carried through to the

Comprehensive Planning process in 2018. We recommend this final session to secure added buy in for the final Community Vision and to “bridge” the visioning process to priority areas of the upcoming Comp Plan.

2.5 Phase 4: City of Wayzata Community Vision

2.5.1 Strategic Vision Framework and Wayzata Community Vision Report

Based on the results of the extensive public engagement and the production of the Benchmark Analysis, Scenarios of the Future Report and the Community and Stakeholder Engagement Report, Future iQ team members will prepare the Wayzata Community Vision Report. This will incorporate the proposed vision framework and complement recent planning efforts (including the Wayzata Lake Effect Project) and to represent the results received through the community and stakeholder engagement. For an example of this type of report, please visit: <http://future-iq.com/project/vision-edina/>

2.5.2 Graphics, Maps and Visuals

Future iQ will create visual elements and graphics reflecting community member and stakeholder ideas and options supporting the final Community Vision Report. This will provide a strong visual narrative of the future vision and desired outcomes.

2.5.3 Presentation of Wayzata Community Vision

Incorporating the input from City staff and Council members on the final draft, Future iQ team members will prepare the final Community Vision Report and accompanying materials. The final version of the Community Vision Report will be presented to the City Council during a regularly scheduled meeting or at a meeting arranged in the initial planning session.

3.0 Project Team

The proposed team members are an experienced and reliable team. The team skills are complementary, with a mix of required skills in:

- Highly developed critical thinking capacity in the areas of organization design, visioning, strategic planning and collaboration building
- Detailed practical experience in research, data analysis / visualization; urban planning; landscape design
- Accomplished facilitation of community and stakeholder engagement and outreach methodology
- Project management and industry workshop facilitation, including extensive experience in visioning, economic and workforce development, industry cluster development and supply-chain analysis

- Integrated approach to community economic development planning recognizing that quality of place, human capital and resiliency are equal components to a sustainable strategic plan

Complete team member resumes are available upon request.

3.1 Project Director, David Beurle, CEO

Qualifications

- Bachelor of Science in Agriculture, Sydney University, Australia
- Fourteen years as CEO of Future iQ
- Developed unique methodologies and global presence of the company
- Eight years as Principal Project Officer to Minister for Primary Industry and Fisheries (Hon. Monty House, 1991-2000), Australia
- Past Board Director, Western Australian Community Foundation



As founder and CEO of Future iQ, David is a renowned expert in creating future planning approaches for use in regional, industry and organizational settings. He has pioneered the application of scenario planning to regions, regional industries and corporations around the world. David created the Future Game, a widely-used planning and workshop tool that has been used in over 500 workshops across 10 countries. He has led global projects across 4 continents and has written and contributed to several foresight papers. Having worked in the field of organizational and regional economic and community planning for over 20 years, David's work has earned international, national and state awards. David has had a major role in all Future iQ projects as lead consultant and director of projects.

3.2 Project Manager, Juliana Panetta

Qualifications

- J.D. from Mitchell Hamline School of Law, St. Paul, MN
- B.A. in International Relations, Saint Cloud State University, Minnesota
- Corporate, Employment and Immigration law expertise



Juliana has expertise in Corporate, Employment and Immigration Law. Before joining Future iQ, she was an Associate Corporate Counsel for a futures and options derivatives exchange and before that role she worked for the fifth largest commercial bank in the United States. She is originally from São Paulo, Brazil, where she attended the University of São Paulo (USP) before moving to Minnesota and completing her Bachelor's Degree in International Relations. She has a Juris Doctor/Doctor of Law from Mitchell Hamline School of Law. Besides her work as in-house attorney, Juliana dedicates her spare time on a pro bono basis to immigration clients in Minnesota, and lends her Portuguese language skills Children's HeartLink, a non-profit

organization that supports the formation of self-sustaining centers of excellence in the treatment of pediatric congenital heart disease around the developing world.

3.3 Heather Branigin, Vice-President, Business Development

Qualifications

- M.A. in Teaching, University of St. Thomas, Minnesota
- B.A. in Political Science and International Relations, Carleton College, Minnesota
- Honors Degree, Neuchatel Jr. College, Switzerland
- Past-President of the United Nations Association of Minnesota



Heather is an accomplished project manager, research analyst, grant and proposal writer. She has extensive experience in local government and provided integral support to the Vision Edina project. She has been involved in the fields of Education and Development for over 20 years and has a background in Political Science and International Relations. Heather is former Executive Director, past President and current Advisory Council member of UNA-MN, and co-founded a Global Citizens Fund to provide students opportunities to learn about the world. She has coordinated numerous conferences involving 2,000+ participants, public events and workshops, and applies her research skills in both her professional and volunteer work. Heather researched and co-produced Future iQ's *The Future of Food*.

4.0 Work Experience

Future iQ brings a global perspective to visioning and strategic planning that is invaluable to local interests. For Wayzata, this means access to a wealth of knowledge and experience in the development of visioning and strategic planning for cities, counties, regions, nonprofits and global corporations. Future iQ will use this experience to guide and inform this project and will work with Wayzata to develop a comprehensive, future-oriented Community Vision that will support and enhance the community for years to come. The Vision will balance priorities across the important dimensions specific to Wayzata and incorporate global and local best practices.

Future iQ has completed or is in the process of completing many projects involving visioning and strategic planning. Below are examples of similar projects.

4.1 Relevant Projects

4.1.1 City of Edina, MN (2014-2015) and (2017)

Nodes and Modes: Bridging Between Vision and Planning (2017)

In April 2017, Future iQ facilitated two planning sessions that aimed to bridge the gap between the City's earlier vision project and its upcoming 2018 Comprehensive Plan update. Two community workshops were held including a 'Big Ideas' session reaffirming and further exploring the City's vision priorities, as well as a 'Big Picture' session incorporating the 'Big Ideas' into concrete planning for the Comprehensive Plan.

<http://future-iq.com/project/nodes-modes-city-edina-usa-2017/>

Vision Edina, Edina, Minnesota (2014-2015)

Future iQ was contracted by the City of Edina to design and facilitate the Vision Edina initiative to develop the strategic vision framework for the city's future. From a strategic planning perspective, Vision Edina examined the challenges and opportunities that were identified as having the highest priority within the community. These included the community's stated desired features to be inclusive and connected; to maintain a "build-to-scale" development perspective; to pursue sustainable environment policies; to remain and build its status as being a community of learning; and to be future-oriented in its planning initiatives. These strategic focus areas represent key priorities and drivers that were determined during the scenario planning process and highlighted within Edina's two overarching areas of concern: "Balancing Edina's Redevelopment" and "Enhancing Community Fabric and Character". This initiative was an innovative community visioning and engagement process, set within the context of a major North American metropolitan region incorporating the twin cities of Minneapolis-St. Paul.

<http://future-iq.com/projects/vision-edina/>

4.1.2 Community Vision/Strategic Roadmap, Hilton Head Island, SC (2016-17)

Future iQ has been engaged to create a long-term comprehensive community vision that will guide the community of Hilton Head Island for the next 10-20 years. The island has a highly-

developed tourism industry as well as significant historical significance that must be balanced in the development of the community vision. This project will involve extensive community engagement, stakeholder interviews, community surveys, data visualization and analysis, the development of a communications plan as well as a strategic roadmap and implementation plan for the vision once created.

4.1.3 Edina Chamber of Commerce Economic Development Strategy, Minnesota (2016-2017)

Following Edina's visioning project in 2015, Future iQ was engaged by the Edina Chamber of Commerce to develop a new economic development strategy that it could use over the next ten years. This research has produced a complete economic profile and industry cluster analysis of Edina, a stakeholder engagement analysis, and a recommended economic development strategy and implementation plan covering the next 1, 5 and 10 years. This work aims to help the city pivot toward the emerging economies and connect economic development to the overall strategic direction of the city.

<http://future-iq.com/project/economic-development-plan-edina-minnesota/>

4.1.4 Waseca County Community Vision, Strategic Plan and Action Plan, Minnesota (2017)

In collaboration with the firm of LHB, Future iQ has been engaged by the Waseca Business and Entrepreneurial Support Team (B.E.S.T.) to facilitate the development of a common vision, strategic plan and action plan for Waseca County, City and area organizations. The project will involve a Benchmark Analysis, communications plan, extensive community engagement and data collection and visualization. The resulting vision, strategic plan and action plan will provide cohesion to community action as well as a unified voice for where the community needs to invest its resources.

4.1.5 Moosehead Lake Regional Master Plan, Maine (2016-2017)

Future iQ has been engaged to create a comprehensive regional master plan for the Moosehead Lake region of Maine. The project involves asset mapping of the region's physical, financial and political capital to inform recommendations for regional land use and infrastructural improvements. This project will focus on workforce development, economic diversification, recreational tourism development, guiding visitor flow patterns and building a year-round tourism economy.

<http://future-iq.com/project/moosehead-lake-region-maine-usa-2016-17/>

4.1.6 Allen County, Ohio – Phase One (2015) and Phase Two (2016-2017)

Allen County, Ohio – Phase Two OEA Funded Project (2016-2017)

Future iQ was contracted to lead the US Department of Defense, Office of Economic Adjustment Phase 2 of this project. This contract included a comprehensive gap analysis of the region, an analysis of local product innovation opportunities and needs, detailed economic and workforce planning and modeling, collaborative action planning, stakeholder engagement and updated network mapping. <http://future-iq.com/project/greater-lima-region-2016/>

Task Force Lima, Ohio – Phase One OEA Funded Project (2015)

Future iQ was contracted to design and lead the US Department of Defense, Office of Economic Adjustment funded Phase 1 of this project. The project involved scenario planning and stakeholder engagement, detailed network mapping, a regional asset inventory, customized research and extensive organizational facilitation. <http://future-iq.com/project/task-force-lima/>

4.1.7 Travel Oregon (2016-2017) and Travel Oregon's Tourism Studios (2009-2016)

Travel Oregon, Oregon (2016-2017)

Travel Oregon embarked on a regional tourism planning process and over the past two years contracted with Future iQ to assist with the development of a regional tourism planning framework, connecting regional plans together and linking them to the overall Travel Oregon strategic plan. This included stakeholder planning and visioning sessions in all 7 major regions across Oregon. The results of this project produced a strategic vision and action plan for each region in relation to the overall planning framework.

<http://future-iq.com/project/oregon-regional-tourism-planning-usa/>

Travel Oregon's Tourism Studios, Oregon (2009-2016)

The Oregon Rural Tourism Studio program is a training and capacity building program designed to assist Oregon communities that have identified tourism development as one of their priority economic development strategies. The program assists communities with the development of their tourism industry in a way that will help stimulate the local economy, protect and enhance local natural and cultural resources, and foster pride amongst participants.

<http://future-iq.com/projects/rural-tourism-studio-oregon-usa/>

4.1.8 North Tyrrhenian Sea–Mediterranean – Ports Project, Italy/France (2015)

The ongoing goal of the EU Programme Maritime is to improve cooperation between border areas in terms of accessibility, innovation, enhancement of natural and cultural resources and integration of resources and services to increase regional competitiveness. Future iQ was contracted to implement a future orientated scenario-planning methodology with broad cross-sectional representatives from the various port cities within four large sub-regions (Italian Riviera, Tuscany Coast, Sardinia, Corsica) producing individual reports for each of the four regions of study (produced in English, Italian and French). The four studies were compiled in a Joint Analysis Report and presented as part of the Strategic Plan of the port cities of the North Tyrrhenian Sea. To see copies of the reports, please visit:

<http://future-iq.com/project/mediterranean-sea-ports-project/>

4.2 Other Work Experience

Below are several relevant current and past projects that illustrate the breadth of our experience. To see a complete inventory of Future iQ's specialized projects, please visit: <http://future-iq.com/featured-projects/>.

- **Community Action Partnership of Hennepin County, Minnesota** (2017). Future iQ was contracted to lead the development of a comprehensive organizational Strategic Plan to establish services, programs and partnerships to address poverty and increase family and economic stability within Hennepin County communities. The project involved scenario planning and stakeholder engagement, research analysis and the production of an Implementation Action Plan as part of the final Strategic Plan. <http://future-iq.com/project/community-action-partnership-hennepin-county-minnesota-usa-2017/>
- **National Congress of American Indians, Arizona** (2016-2017). Production of a unique version of the Future Game built around the interface and engagement between researchers and Native American communities and leaders. <http://future-iq.com/project/national-congress-american-indians-usa-2016/>
- **University of Minnesota-Twin Cities, Minnesota** (2016-2017). Future iQ has been contracted to work on a collaborative research project with the University of Minnesota, to explore the sustainable intensification of Midwest agriculture through the use of scenario planning. <http://future-iq.com/project/u-s-midwest-agriculture-scenarios-future-2016-17/>
- **Griffith Foods, Illinois** (2015-2017). Griffith Foods is a global food ingredient company based in the Midwest with operations in over 20 countries. Future iQ has been working with the global leadership team to build the strategic foresight capacity and undertake scenario planning work, as the company undertakes a major refocus of its global operations. <http://future-iq.com/project/griffith-foods-chicago-usa-2016/>
- **Nebraska Views of the Future, Nebraska** (2015-2016). Engaged by the Nebraska Economic Development Association, Future iQ presented a future-planning workshop to over 70 stakeholders as part of a professional development program. <http://future-iq.com/project/nebraska-views-of-the-future-usa/>
- **Kewaunee Regional Planning, Wisconsin** (2013-2014). Following the announced closure of a regional nuclear power station, Future iQ was contracted to design and lead a three-county long-term regional planning effort as part of the rapid economic response strategy. This work included stakeholder engagement, future planning and focus group sessions involving over 400 people. A comprehensive vision-based regional action plan was developed to align the region and key organizations around economic innovation and collaboration. <http://future-iq.com/projects/kewaunee-nuclear-power-station-closure/>
- **Australian Grain Industry** (2009-2015). Funded by the Grains Research and Development Corporation, Future iQ was engaged to conduct scenario planning, network mapping, and additional research. <http://future-iq.com/project/australian-grain-industry/>

- **Mountains of León – Northern Spain (2013-14).** This region of 60,000 is undergoing unemployment, youth outmigration, an aging population and a lack of industry. While it straddles the famous Camino Trail, the region is not yet maximizing this advantage. Future iQ worked with local organizations to create a process that brought future thinking to the region and enabled people to work together as a community to shape the future.
<http://future-iq.com/projects/mountains-of-leon-forging-the-future-leon-spain/>
- **Government of Alberta, Canada (2009-2014).** A range of projects including regional planning, developing, and facilitating the development of the Small Business Strategy and Service Provider Network for the Province.
<http://future-iq.com/project/regional-and-economic-development-in-alberta/>
- **Future West Cork – Ireland (2009-12).** This regional visioning project drew together stakeholders from across the West Cork Region (pop >100,000). It explored the long-term future and designed, facilitated and implemented an intensive engagement process giving 800 people comprehensive input. This region is one of the key food destination regions in Western Europe. <http://future-iq.com/projects/future-west-cork/>

4.3 Foresight Research Studies

Future iQ has considerable experience in producing global foresight publications, research and Think Tanks. These research projects help build understanding of future trends impacting communities, workforce, economic development and associated economies. Below is a list of recent foresight publications, as well as a link to Future iQ's 2012 global foresight conference.

- **The Future of Manufacturing (2016)**
This research analyzes and discusses the key trends that are impacting the global manufacturing sector. <http://future-iq.com/project/future-manufacturing-2016/>
- **The Future of Food (2016)**
This research examines a range of critical catalysts of change relating to the global food supply chain and the potential impacts upon human health, the environment and food security. <http://future-iq.com/project/future-food-2016/>
- **Economics of Collaboration (2015)**
This research links together the theory of collaborative behavior with real world experiences around building collaborative planning and action. <http://future-iq.com/project/economics-of-collaboration/>
- **Cities of The Future (2014-15)**
This publication examines future trends and possibilities in city planning and development. <http://future-iq.com/project/cities-of-the-future/>
- **Global Think Tank – Windsor Castle, UK (2012)**
Future iQ hosted and facilitated a global consultation entitled, 'Building Sustainable Regions in Today's World', at St Georges House, Windsor Castle. <http://future-iq.com/projects/st-georges-house/>

5.0 Proposed Timeline

The following chart outlines key phases and suggested periods of activities. This timeline reflects the relative emphasis of activity. Work on some key deliverables will occur in parallel. This will allow the phases to be completed within the project timeline.

Key Phases	Key Deliverables	J	J	A	S	O	N	D
Phase 1: Initial Planning, Background Research and Communications Plan	Initial meetings, calls and interviews							
	Develop detailed project plan and schedule							
	Background research on key tasks and studies; Lake Effect project analysis; Benchmark Analysis Report							
	Create thorough communications plan for the project							
Phase 2: Scenarios of the Future	Pre-Think-Tank surveys on community views							
	Wayzata Future Think-Tank Workshop							
	Scenarios of the Future Report							
Phase 3: Community and Stakeholder Engagement	Community and Stakeholder Engagement; workshops, focus groups, interviews, city events							
	Data collection – Community Surveys							
	Data visualization platform							
	Data analysis and Community Engagement Report							
	Reconvene Wayzata Future Think-Tank Workshop Group (optional)							
Phase 4: Final City of Wayzata Community Vision	Strategic vision framework and Wayzata Community Vision Report							
	Produce detailed graphics, maps and visuals to explain the vision framework.							
	Presentation of Wayzata Community Vision							

6.0 Proposed Budget

Future iQ operates on a fixed-price delivery. The fees below include all travel and accommodation costs and overheads for the Project Director and staff. Future iQ assumes that Wayzata will provide venues for engagement sessions and presentations, as required.

Key Phases	Key Components	Cost
Phase 1: Initial Planning, Background Research and Communications Plan	• Initial meetings, calls and interviews	\$2,500
	• Develop detailed project plan and schedule	\$2,500
	• Background research on key tasks existing studies; Lake Effect project analysis; Benchmark Analysis Report	\$6,000
	• Create thorough Communications Plan	\$5,000
Phase 2: Future Scenarios	• Pre-think tank surveys on community views	\$2,500
	• Wayzata Future Think Tank workshop	\$10,000
	• Scenarios of the Future Report	\$5,000
Phase 3: Community and Stakeholder Engagement	• Community Engagement; Community workshops, focus groups, interviews, city events (10-15)	\$14,000
	• Data collection – Community Surveys	\$2,500
	• Data visualization platform	\$2,500
	• Data analysis and Community Engagement Report	\$5,000
	• Reconvene original Wayzata Future Think Tank Workshop Group to validate vision and bridge to Wayzata's comp plan (optional)	(\$10,000)
Phase 4: Final City of Wayzata Community Vision	• Produce detailed strategic vision framework and final Wayzata Community Vision Report	\$7,500
	• Produce detailed graphics, maps and visuals to explain and present the vision framework.	\$2,500
	• Presentation of Wayzata Community Vision	\$2,500
Total Fees & Expenses*	FIXED PRICE PROPOSAL	\$80,000

Proposed payment schedule:

- 20% on signing of contract
- 20% at the completion of Phases 1, 2, 3 and 4

7.0 References

Below are five contacts that may be contacted as references for this project. All are aware that they may be contacted. Additional references may be provided as needed.

Vision Edina, City of Edina, Minnesota (2014-2015)	Scott Neal, City Manager City of Edina 4801 W. 50 th Street Edina, MN 55424 Tel: 952-826-0401 Email: sneal@edinamn.gov
Edina Chamber of Commerce Economic Development Strategy, Minnesota (2016-2017)	Lori Syverson, President Edina Chamber of Commerce 3300 Edinborough Way, Ste. 150 Edina, MN 55435 Tel: 952-806-9063 Email: lori@edina.org
Allen County, Ohio – Collaborative Growth Plan (2015-2017)	Jeff Sprague, President/CEO Allen Economic Development Group 144 S. Main Street, Ste. 200 Lima, OH 45801 Tel: 419-222-7706 Email: Spraguej@aedg.org
North Tyrrhenian Sea – Mediterranean Ports Project (2015)	Paolo Santinello, Project Manager Klink Srl Frazione San Paolo 8 27052 Rocca Susella, Pavia – Italy Tel: +39 3357608630 Email: p.santinello@klink.it
Travel Oregon (2009-2017) and Columbia River Gorge (2015-2016)	Harry Dalgaard Regional Investment Program Manager Travel Oregon/Oregon Tourism Commission 319 SW Washington Street, Ste. 700 Portland, OR 97204 Tel: 971-717-6202 Email: Harry@TravelOregon.com

**PROFESSIONAL SERVICES AGREEMENT
FOR COMMUNITY VISIONING FOR COMP PLAN UPDATES**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made effective _____, 2017 (“Effective Date”) by and between the City of Wayzata, Minnesota (the “City”) and Future iQ, Inc. (“Contractor”) for the community visioning services described herein, and contains the terms and conditions applicable to Contractor’s services and associated deliverables.

RECITALS

WHEREAS, the City desires to engage Contractor to perform certain community visioning services for the City in connection with updates to the City’s comprehensive plan; and

WHEREAS, Contractor desires to provide such community visioning services for the City upon the terms and subject to the conditions set forth herein.

AGREEMENT

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

I. SCOPE OF SERVICES AND DELIVERABLES

Contractor will provide the approach and methodology, services, and deliverables (collectively, the “Services”) that are described in A Proposal for Community Visioning attached hereto as **Attachment A** (the “Statement of Work”), according to the project team, timeline, and other terms therein, and in accordance with best practices and industry standards. Contractor will report to and generally work with the City’s Director of Planning and Building.

II. COMPENSATION AND BILLING

As consideration for the provision of the Services and all costs associated therewith, the City agrees to pay the Contractor a fixed fee of eighty thousand dollars (\$80,000) as outlined in Section 6.0 of the Statement of Work, which shall constitute full compensation for all Services to be provided by the Contractor under this Agreement. The fee shall be paid in the following installments, expressed as percentages of such fixed fee, each installment to represent full and final, non-refundable payment for all Services provided in accordance with this Agreement:

- A. Twenty percent (20%) due after full execution of this Agreement
- B. Twenty percent (20%) due after completion of Phase 1 as outlined in the Statement of Work
- C. Twenty percent (20%) due after completion of Phase 2 as outlined in the Statement of Work

- D. Twenty percent (20%) due after completion of Phase 3 as outlined in the Statement of Work
- E. Twenty percent (20%) due after completion of Phase 4 as outlined in the Statement of Work

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

III. CHANGE OF SCOPE OF SERVICES

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

IV. INSURANCE

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

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

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

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

D. Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Contractor shall also carry employers' liability coverage with minimum limits as follows:

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

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

V. INDEPENDENT CONTRACTOR RELATIONSHIP

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

VI. TERMINATION

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

VII. OTHER TERMS

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

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

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

D. Indemnification. Contractor shall defend and indemnify City, its employees, officials, and agents, against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person, or damage to property, arising out of the Services or any breach of this Agreement by Contractor.

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

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

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

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

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

To the City:
Wayzata City Hall
600 East Rice Street

To Contractor:
Future iQ, Inc.
P.O. Box 24687

Wayzata, MN 55391
Attention: City Manager

Minneapolis, MN 55424
Attention: David Beurle

J. Governing Law; Jurisdiction; Data Practices Act. This Agreement shall be construed in accordance with governed by the laws of the State of Minnesota. The parties agree to submit to the jurisdiction of the courts of the State of Minnesota, and that any litigation regarding this Agreement will be brought in the state or federal courts that lie in Hennepin County, Minnesota. Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13. Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13, and Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

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

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

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

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

CITY:

CONTRACTOR:

City of Wayzata, a Minnesota Municipal
corporation

Future iQ, Inc.

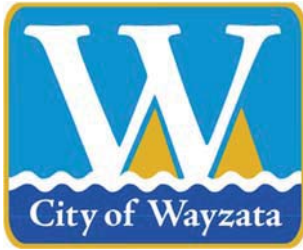
By: _____
Kenneth Willcox, Mayor

By: _____
David Beurle, CEO

By: _____
Jeffrey Dahl, City Manager

**ATTACHMENT A
STATEMENT OF WORK**

“A Proposal for Community Visioning”



City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM: 9d
TITLE: Consider Ordinance No. 773 amending Chapter 309 of the City Code (Use of City Parks)	
PROPOSED MOTION: Adopt the first reading of Ordinance No. 773	
PREPARED BY: Mike Kelly, City Engineer/Asst. Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

City staff recommends approval of Ordinance No. 773

FINANCIAL OR BUDGET CONSIDERATION:

The ordinance amendment has minimal impact on the City budget.

BACKGROUND:

At the April 18 City Council meeting, a resident voiced a concern about local fishermen fishing between the boats at the Wayzata marina. The concern is related to hooks being found in boat covers and the possibility of lines getting tangled in propellers.

Staff has reviewed the resident's concern and suggests that the Council consider restricting fishing to the three (3) loading docks within the marina. Two of these loading docks are located within the inner marina and one dock is located in the outer marina. An aerial photo, depicting the location of the loading docks in the marina, is attached for your review.

Attached for the Council's consideration is a draft ordinance which amends Chapter 309 of City Code (Use of City Parks). The draft ordinance updates the overall list of City parks, as well as adds language regarding the prohibition of fishing within the City Marina.

Universal signs would be installed to depict areas where fishing is allowed/not allowed.

ATTACHMENTS:

1. Draft Ordinance No. 773
2. Aerial Photo of Marina

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA

DRAFT ORDINANCE NO. 773

**AN ORDINANCE AMENDING CHAPTER 309 (USE OF PUBLIC PARKS) OF THE
WAYZATA CITY CODE RELATED TO MUNICIPAL DOCKS**

THE CITY OF WAYZATA ORDAINS:

Section 1. Amendment. Chapter 309 of the Wayzata City Code (Use of Public Parks) is hereby amended to read in its entirety as follows (~~struck text deleted~~; underlined text added):

CHAPTER 309

USE OF PUBLIC PARKS

309.01. Hours of Closing. All public parks shall be closed between the hours of 10:30 P.M. and 5:00 A.M. of the following day. During said hours no person shall frequent, congregate, enter, or remain within any public park.

309.02. Liquor Prohibited. No person shall consume or have in his or her possession within any public park any intoxicating liquor or any beer, as such terms are defined in Section 205.01 hereof.

309.03. Location of Public Parks. The following locations within the City of Wayzata are hereby designated public parks and subject to the provisions of this Chapter:

- A. Wayzata Municipal Beach and Marina.
- B. Bell Courts.
- C. Klapprich Field.
- D. Wayzata Depot and adjacent land and docks.
- E. Broadway dock and adjacent land
- F. Big Woods Preserve
- G. Heritage Park
- H. Little Beach Pedestrian Pier
- I. Margaret Circle Park
- J. Post Office Pocket Park

(Ord. 410 [4-20-1982]; Ord. 422 [8-16-1983])

309.04. Motorized Vehicles. No motorized vehicles shall be driven or parked in any public park except upon the designated roadways or parking areas within such parks.
(Ord. 422 [8-16-1983])

309.05. Municipal Boat Dock, Charter Boats. *(Repealed by Ord. 592 [5-29-1997])*

309.06. Fishing From Docks. Fishing from public docks shall be regulated as follows:

A. Fishing shall be allowed on the Wayzata Depot docks from 5:00 A.M. to 10:30 P.M. daily, with the exception that fishing shall be prohibited on the easterly extension ~~(new dock)~~ from 10:00 A.M. to 8:00 P.M., on Saturdays, Sundays and holidays.

B. Fishing shall be allowed on the Broadway Dock ~~(Sunset)~~ from 5:00 A.M. to 10:00 A.M. daily.

C. Fishing shall be allowed in the Wayzata Municipal Marina from November 2 to April 30 during such times set by the City Manager. Fishing shall be prohibited in the Wayzata Municipal Marina from May 1 to November 1, with the exception that fishing shall be permitted from the three (3) loading platforms, only.

D. Fishing from public docks in areas and at times other than allowed in this section shall be prohibited. The City Manager may modify the hours, days and areas of fishing allowed from public docks for any reason related to health, safety or welfare. Days, hours and areas for fishing shall be posted on public docks in accordance with this section.

(Ord. 583 [07-17-1996])

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

Adopted by the City Council this 6th day of June, 2017.

Ken Willcox
Mayor

ATTEST:

Jeffrey Dahl
City Manager

First Reading: June 6, 2017
Second Reading: June 20, 2017
Publication:



WAYZATA MARINA



Outer Marina

Loading Dock

Wayzata Beach House
220 Grove Lane East

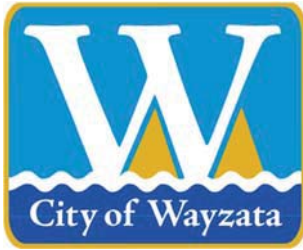
Inner Marina

Loading Dock

Loading Dock

Grove Lane East





City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM: 9e
TITLE: Consider Approval of 2017-2018 Assessing Contract with Southwest Assessing	
PROPOSED MOTION: To approve the 2017-2018 Residential Assessor Contract with Southwest Assessing	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

To consider approval of the residential assessing contract with Southwest Assessing for the 2017-2018 assessing year.

FINANCIAL OR BUDGET CONSIDERATION:

The base annual rate is proposed to increase by 2.5% to \$49,610. This amount is budgeted as its own category and is combined with commercial appraising services. Rather than have an internal assessing department, the City uses a contracts out for these services.

BACKGROUND:

Prior to last year, the City utilized the services of Dan Distel for over a decade to provide residential assessing services. After soliciting bids through an RFP process, the City selected Southwest Assessing to take over the assessment of residential properties and lead the subsequent appeal process in the Spring. Hennepin County is utilized for assessing commercial properties.

Staff has discussed coordination issues with the 2017 Board of Appeal and Equalization Hearing and has received assurance that information will be relayed to the Council earlier and in a more succinct manner.

STAFF RECOMMENDATION:

Staff recommends approval of the attached draft contract.

ATTACHMENTS:

1. Memo from Rolf Erickson, Southwest Assessing, dated May 26, 2017
2. Draft Contract for Assessing Services between the City of Wayzata and Southwest Assessing

TO: Jeff Dahl, Wayzata City Manager
For Wayzata Mayor and City Council

FROM: Rolf Erickson, City Assessor (763) 473-3978

DATE: May 26, 2017

RE: 2018 Assessment Contract

Term of Contract June 1, 2017 through May 31, 2018

Current Contract Amount: \$48,400.00

Requested Amount for 2018 Assessment: \$49,610.00

Current Monthly Fee \$4,033.33

Requested Monthly Fee \$4,134.16

Materials and Supplies in Current Contract Not to Exceed \$1,800.00

Requested Materials and Supplies Not to Exceed \$3,842.00
(increase due to yearly expense prorated to Wayzata for required
Hennepin County operating system is \$2,042 for the 2018 assessment.)

The requested increase in the contract amount as a cost of living/doing business increase is 2.5%, the same amount that Wayzata employees received.

The increase for material and supplies is requested because Hennepin County is switching to a new computer system and all Local Assessors are now required to pay a monthly rental fee for the system and the associated computers required for its use. The total amount that I have to pay for the system has been prorated, by parcel count, to the seven cities that I serve as City Assessor.

We use the contract drafted by the City Attorney, so the City will have to update the contract form for the 2018 assessment

In order to facilitate an orderly and efficient Local Board of Review for the 2018 assessment, I will make sure that the City Council receives all information for the initial Board of Review in a timely manner, not the day before the Board of Review. Anyone who contacts us after the original information has been transmitted to the Council should be heard at the Local Board. We will then prepare a memo on the properties of these owners and sent it to the Board well in advance the reconvene meeting so the Board Members have time to familiarize themselves with the recommendations. Since we are not allowed by law to turn anyone away from the Local Board of Review when the Board is open, people who come to the meetings (especially the reconvene meeting) without prior notice to the Assessor or Board could be listed as having appeared with no change to their property. They can then carry their appeal to the Hennepin County Board for action .

**INDEPENDENT CONTRACTOR AGREEMENT
CITY ASSESSOR SERVICES**

This contract (the “Agreement”) is made and entered into as of the first day of June 2017, by and between the City of Wayzata, Minnesota (the “City”), and Rolf Erickson Enterprises, Inc., (the “Contractor”), (collectively, the “Parties”).

WHEREAS, Contractor has been appointed assessor pursuant to Section 29(a) of the Wayzata City Charter; and

WHEREAS, the City and Contractor wish to confirm and memorialize certain terms related to Contractor’s appointment and the services Contractor will be rendering to the City in his capacity as assessor.

NOW THEREFORE, the City and Contractor agree as follows:

1. Appointment as Assessor; Scope of Services. The Contractor accepts the appointment as assessor for the City of Wayzata for all properties in the City, excluding commercial, industrial and apartment building properties. Contractor shall serve at the will of the City Council and shall perform such services as are customary and required of an assessor for the City of Wayzata under Minnesota law and the standards set forth by the Hennepin County Assessor’s Office, in accordance with the professional standards associated with the position.
2. Compensation. The City agrees to pay the Contractor the aggregate sum of forty-nine thousand six hundred ten dollars (\$49,610.00) payable in twelve (12) monthly installments of four thousand one hundred thirty-four dollars and sixteen cents (\$4,134.16) (see attached Schedule for Assessing). The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.
3. Costs. The City agrees to pay the Contractor for the cost of all materials and supplies used or purchased by the Contractor to perform the assessment services, which amount the Contractor agrees shall not exceed three thousand eight hundred forty-two dollars (\$3,842.00) during the term of this Agreement.
4. Term. This Agreement shall be in effect for one year, commencing on June 1, 2017 and ending on May 31, 2018 and may be renewed annually by May 31 of each year by mutual agreement.
5. Independent Contractor Relationship. It is expressly understood that the Contractor is an “independent contractor” and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at his own expense, all transportation, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, Contractor

shall not be entitled to, nor will Contractor receive, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits from the City.

6. Tax Exempt Property. This agreement shall not cover assessment of tax-exempt property within the City. During those assessment years in which tax-exempt values must be determined and submitted to Hennepin County, the City and Contractor shall negotiate a supplemental agreement for the provision of such service.
7. Insurance Requirements.
 - A. Liability. The Contractor agrees to have and maintain commercial general liability ("CGL") insurance, with a limit of not less than \$1,000,000 per occurrence. If the CGL insurance contains a general aggregate limit, the general aggregate limit shall be not less than \$2,000,000. The CGL insurance shall be issued by an insurance company acceptable to the City, and shall cover liability arising from the Contractor's operations for the City, including liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury and contractually assumed liability. The City shall be named as an additional insured under the Contractor's CGL policy, which coverage shall be primary coverage for the City. The Contractor acknowledges and agrees that coverage under the July, 2004 or April, 2013 additions of ISO Additional Insured Endorsement CG2010 is not acceptable, and if additional insured coverage is provided under ISO Additional Insured Endorsement CG2010, it will be provided under a pre-2004 edition of that endorsement.
 - B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$300,000, combined single limit.
 - C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
 - D. Professional Liability Insurance. The Contractor agrees to use commercially reasonable best efforts to obtain and maintain professional liability insurance that will provide coverage for the services provided by the Contractor under this Agreement, with limits of not less than \$1,000,000 per claim or occurrence, and \$1,000,000 in the aggregate.
 - E. Certificate of Insurance and Policy. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. In addition, the Contractor shall provide a copy of the additional insured provisions and/ or additional insured endorsements for the policies in a form acceptable to the City. The Certificate and required policies shall contain a provision that the coverage afforded under this Agreement will not be

cancelled or allowed to expire until at least 30 days prior written notice has been given to the City.

8. Indemnification. The Contractor agrees to defend and indemnify the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Contractor's ongoing operations for the City in the performance of his work under this Agreement.
9. Meeting Attendance. The Contractor will attend monthly meetings of all Hennepin County assessors, and additional "residential assessment" meetings, the annual "Assessment Information and Communication" meeting and other information sessions or training sessions offered by the Hennepin County Assessor's Office. The Contractor further agrees to attend the meetings of the Local Board of Appeal and Equalization and perform all necessary review appraisals.
10. General Provisions.
 - A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
 - B. Assignment. The Contractor may not assign this Agreement to any other party.
 - C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
 - D. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13.
 - E. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
 - F. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
 - G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile and scanned copies shall be deemed originals for all purposes.

[Signature Page Follows]

Accepted and Agreed To:

CONTRACTOR

CITY OF WAYZATA

Rolf Erickson Enterprises, Inc.

By _____
Rolf Erickson, President

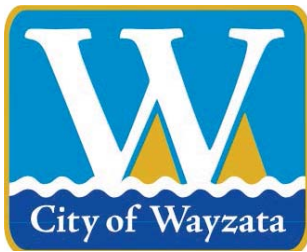
By _____
Jeffrey Dahl, City Manager

By _____
Ken Willcox, Mayor

DRAFT

SCHEDULE FOR ASSESSING

DRAFT



City of Wayzata City Council Agenda Report

MEETING DATE: June 6, 2017	AGENDA ITEM: 9f
TITLE: Consider first reading of Ordinance No. 772 amending Chapter 710 and Section 801.36 of the City Code pertaining to tree regulations	
PROPOSED MOTION: Adopt the first reading of Ordinance No. 772	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

City staff recommends approval of Ordinance No. 772

FINANCIAL OR BUDGET CONSIDERATION:

If the Council adopts a tree removal permit as part of the ordinance amendment, the permit would have a minor impact on the City budget. The City's general practice is to charge a fee that covers any costs that the City incurs to review a permit application. The City's costs to review a tree removal permit would include the staff time necessary to review the permit, which would be minimal given the scope of the permit is simply to track tree removal on a property for recordkeeping purposes. The tree removal permit fee in 2016 was \$35, and City staff would recommend reinstating the \$35 fee. If the Council adopts the draft ordinance, the fee schedule amendment would be brought back at the next meeting for the Council's consideration.

BACKGROUND:

Draft Ordinance Amendment

City staff drafted amendments to Chapter 710 and Section 801.36 that made the following categories of changes:

- **"Clean-Up" Items:** As City staff has administered and applied the new tree ordinance, we have identified several sections where the regulations and standards could be stated more clearly. Most of the changes in the draft ordinance are intended to clean-up these sections of the ordinance to make it easier for the City to administer. These amendments do not change the intent, purpose, or policies of the regulations contained in the existing ordinance.
- **Adds a look-back clause:** To address concerns about tree removal occurring prior to development or construction, the draft ordinance amendment includes a two-year look back clause for subdivision applications, construction or maintenance of public infrastructure, and construction of single-family homes. If trees were removed from a property within two years of submitting an application to the City for these projects, the removed trees would be included as trees being removed as a result of the project.

For expansions to single-family homes, land disturbance permits, and applications for design review, the draft ordinance amendment includes a one year look-back clause. If trees were removed from a property within one year of submitting an application to the City for these

projects, the removed trees would be included as trees being removed as a result of the project.

- **Adds a tree removal permit requirement:** The original tree ordinance (prior to the 2016 amendment) included a tree removal permit requirement in which a property owner was required to obtain a permit from the City prior to removing trees from a property. However, the permit requirement was removed from the ordinance in 2016 based on direction from the Council that they did not want to require a permit for property owners to remove trees on their property if they are not proposing any type of construction. In adding a look-back clause to the ordinance, City staff thinks the clause would be easier to enforce if there is an administrative means of tracking tree removal. The permit requirement would not preclude a property owner from removing trees if there is no construction of the property. It would allow the City to (1) ensure that the contractor is licensed by the City, and (2) track the size and type of trees that are removed from a property.

Planning Commission Review

The Planning Commission reviewed the draft ordinance amendments and held a public hearing at its meeting on May 1st. In general, the Planning Commission expressed unanimous support for the clean-up items. The Planning Commission discussion related to the look-back clause and tree removal permit requirement was split. A motion to recommend approval of the draft ordinance amendment, including the clean-up items, look-back clause, and tree permit requirements, failed on a vote of 3 in favor and 3 opposed. Ultimately, the Planning Commission adopted a recommendation of approval for the ordinance amendments for only the clean-up items, which passed with a vote of 4 in favor and 2 opposed.

City Council Review

The City Council reviewed the draft ordinance amendment at its meeting on May 16, 2017. At the meeting, the City Council expressed support for the clean-up items in the draft ordinance amendment. The Council also indicated that they would like to consider the draft ordinance amendments for the look-back clause and the tree removal permit.

Draft Ordinance Amendment

Attached for the Council's consideration is a draft ordinance which amends Chapter 710 of City Code (Planting, Maintenance, and Removal of Trees) and Section 801.36 of City Code (Tree Preservation.) The draft ordinance includes the clean-up amendments, look-back clauses, and tree removal permit requirements.

ATTACHMENTS:

1. Draft Ordinance No. 772
2. Draft Ordinance Amendment to Chapter 710
 - red-lined copy
 - clean copy
3. Draft Ordinance Amendment to Section 801.36
 - red-lined copy
 - clean copy
4. Planning Commission Report and Recommendation

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA
ORDINANCE NO. 772

**AN ORDINANCE AMENDING SECTION 36 OF THE WAYZATA ZONING
ORDINANCE (TREE PRESERVATION) AND AMENDING WAYZATA CITY CODE
CHAPTER 710 (PLANTING, MAINTENANCE AND REMOVAL OF TREES)**

THE CITY OF WAYZATA ORDAINS:

Section 1. Amendment to Ch. 710 of City Code. Chapter 710 of the Wayzata City Code (Planting, Maintenance and Removal of Trees) is hereby amended to read in its entirety as set forth in Exhibit A attached hereto (~~struck~~ text deleted; underlined text added).

Section 2. Amendment to Sec. 801.36 of City Code. Section 801.36 of the Wayzata Zoning Ordinance is hereby amended to read in its entirety as set forth in Exhibit B attached hereto (~~struck~~ text deleted; underlined text added).

Section 3. Findings. The amendments made hereby are based upon the findings set forth in the Report and Recommendation of the Wayzata Planning Commission, dated May 1, 2017.

Section 4. 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:

EXHBIT A

Amendment of Ch. 710 of City Code

DRAFT

EXHIBIT B

Amendment of Sec. 801.36 of City Code

DRAFT

CHAPTER 710

MAINTENANCE AND REMOVAL OF TREES CITY FORESTER AND SAFETY OF TREES ON PUBLIC AND PRIVATE PROPERTY

710.01. Purpose. ~~The Wayzata City Council has determined the preservation of trees growing on public and private property are is necessary to maintain the general welfare of the public City and is set forth more fully in Section 710.13 of this Chapter, and Section 801.36 of the Zoning Ordinance. In order to maintain and enhance the quantity and quality of trees growing within the City, this Chapter is adopted to regulate the maintenance and removal of trees within the City of Wayzata by This Chapter:~~ (1) ~~Defin~~esing the duties and responsibilities of the City Forester as the agent enforcing regulations relating to the planning, -maintenance, and removal of trees within the City of Wayzata; (2) ~~Establishes~~ing a Pathogen Control Program; (3) ~~Defines~~ing nuisance conditions related to trees on private property and a process for abating the nuisances; (4) ~~Provides~~ing for the issuing of ~~permits and/or~~ licenses for businesses that conduct any maintenance and/or removal of trees within the City of Wayzata; and (3) Providing for the pruning and removal of trees on private property that endanger public safety; ~~(45)~~ Providesing for standards and specifications of all policy concerning trees on public property.

~~;- and (5) Providing for standards and specifications for care protection policy concerning trees within project construction limits.~~

(Ord. xxxx)

710.02. Duties and Qualifications of the City Forester.

aA. *Duties.* The City Forester, as appointed by the City Manager, for the purposes of this Chapter shall identify diseased and hazardous trees that threaten the health and safety of the public and coordinate all activities of the City relating to the control and prevention of tree pathogens. It shall further be the duty of the City Forester and the City Manager and/or his/her designee to ~~identify and describe Significant Trees in any proposed subdivision or development project and to assist planners, developers, and architects in the development of a tree preservation plan for each construction development project. perform the duties outlined in Section 801.36.~~

Bb. *Qualifications of the City Forester.* The qualifications of the City Forester shall be, as a minimum, those qualifications prescribed for certified arborists by the International Society of Arboriculture, or such other appropriate qualifications as determined by the City Manager.

cC. *Limitations and Disclaimer.* ~~The City Forester and other City Staff shall not make any definitive claims or guarantees related to the structural integrity of any tree, and any assessments made by the City Forester or other City representative~~

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related to a tree may not be relied upon by the property owner or a third party.

(Ord. xxxx)

- 710.03. Pathogen Control Program.** It is the intent of the City to conduct a program of plant pest control pursuant to the authority granted by Minn. Stat. §18.022. This Chapter provides full power and authority over all trees, plants, and shrubs located within the street rights-of-way, parks, and public places of the City, and to trees located on private property that constitute a hazard or threat as described herein; ~~and trees that fall under the tree protection policy as described in Section 710.17 of this Chapter.~~

(Ord. xxxx)

- 710.04. Nuisances.** It shall be unlawful for any person to permit any public nuisance as defined in this Section to remain on any property owned or controlled by him within the City. Such a nuisance shall be abated in the manner prescribed by this Chapter. Abatement shall be at the discretion of the City Forester in accordance with all State Law and City Code.

A. *Nuisances Declared.* The following ~~are things~~ hereby ~~are~~ declared to be public nuisances whenever they may be found within the City:

- ~~a~~1. Any living or standing elm tree or part thereof infected to any degree with the Dutch Elm disease fungus (as defined by the Minnesota Department of Agriculture) or which harbors any of the elm bark beetles known by the Minnesota Department of Agriculture to transmit the disease.
- ~~b~~2. Any dead elm tree or part thereof, including logs, branches, stumps, firewood or other elm material from which the bark has not been removed or sprayed with an effective Dutch Elm insecticide, or disposed of in a manner prescribed by the Commissioner of Agriculture.
- ~~3~~e. Any living or standing oak tree or part thereof infected to any degree with the Oak Wilt disease fungus, as defined by the Minnesota Department of Agriculture.
- ~~d~~4. Any infected oak tree or part thereof, including logs, branches, stumps, firewood or other oak material unless all bark material is removed and disposed of in a manner prescribed by the Commissioner of Agriculture.
- ~~5~~e. Any ash tree at risk of infestation of the Emerald Ash Borer (EAB) as determined by the City Forester after considering Minnesota Department of Agriculture guidance.

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~~6.f.~~ Any living or standing tree or shrub or part thereof infected to any degree by any organism to be controlled as set forth and described by the Commissioner of Agriculture.

~~7.g.~~ Any dead, dying, decaying or living tree, shrub or parts thereof that interferes with the public use of any public thoroughfare or right-of-way.

~~It shall be unlawful for any person to permit any public nuisance as defined in this Section to remain on any property owned or controlled by him within the City. Such a nuisance shall be abated in the manner prescribed by this Chapter. Abatement shall be at the discretion of the City Forester in accordance with all State Law and City Code.~~

(Ord. xxxx)

~~B. 710.05.~~ *Inspection and Investigation.* The City Forester shall inspect all premises and places within the City as often as practicable to determine whether any nuisances as described in this Chapter exist thereon. The City Forester shall investigate all reported incidents of diseased trees within the City. The City Forester or duly authorized representative(s) may enter upon private premises at any reasonable time for the purpose of carrying out any of the duties assigned under this Chapter. Except for cases of emergencies or the imminent threat of personal or property damage, the City shall notify the property owner at least five (5) days prior to the inspection through certified mail to the address listed on the Hennepin County tax records. The inspection may occur after five (5) days even if the certified letter is undeliverable or returned. The City Forester may, upon finding conditions indicating disease infestation is suspected and unconfirmed by a field diagnosis, immediately send appropriate specimens or samples to the Commissioner of Agriculture for analysis or take such other steps for diagnosis as may be recommended by the Commissioner. Except as provided in Section 710.084.D~~7~~, or in the case of a positive field diagnosis, no action to remove infected trees or wood shall be taken until positive diagnosis of the disease has been made.

(Ord. xxxx)

~~710.06C.~~ *Abatement of Nuisances.* In abating the nuisances defined in Section 710.054.A, the City Forester shall cause the infected tree or wood to be sprayed, removed, burned or otherwise effectively treated so as to destroy and prevent as fully as possible spread of the disease. Such abatement shall be carried out in accordance with current technical and expert opinions and plans as may be designated by the Commissioner of Agriculture.

(Ord. 614 [5-27-1999])

~~710.07D.~~ *Abatement Procedure.* Whenever the City Forester finds with reasonable certainty that an infestation defined in this Chapter exists in any tree or wood on any public or private property within the City, he shall proceed to abate said nuisance as follows:

- a1. If the City Forester finds that the danger of infestation of other trees is not imminent the City Forester shall notify in writing the person(s) owning or controlling the property upon which the nuisance is located that the nuisance must be abated within twenty one (21) days from the date of the mailing. If no action to abate the nuisance is taken within this period the City Forester then shall make a written report of findings to the City Council. The Council shall take action to abate the nuisance, and it may proceed to recover the costs of such abatement as provided in Section 710.094.E8.
- b2. If the City Forester finds that the danger of infestation of other trees is imminent the City Forester shall notify in writing the person(s) owning or controlling the property upon which the nuisance is located that the nuisance must be abated within seven (7) days from the date of the mailing, and shall report findings to the City Manager. If no action to abate the nuisance is taken within this period the City Forester then shall make a written report of actions to the City Council, which may proceed to recover the costs of such abatement as provided in Section 710.094.E8.
- e3. If the City Forester finds that the danger of infestation of other trees is imminent the City Forester shall notify in writing all persons owning or controlling property upon which is located trees in danger of becoming infested. Within this notice the City Forester shall state that action, if any, which should be taken to protect the trees in danger of becoming infested and the period within which such action must be taken. If no such action is taken within this period the City Forester then shall take appropriate action to protect these trees as an emergency measure and shall make a written report of this action to the City Council, which may proceed to recover the costs of such action as provided in Section 710.094.E8.

(Ord. xxxx)

710.08E. *Special Assessment Procedure.* Upon receipt of a report from the City Forester required by Section 710.04.D78, ~~subsections a. through c.,~~ the City Council may pass a resolution to provide for recovering the costs of abatement of a nuisance and/or for recovering the costs of protecting threatened trees by a special assessment procedure. Before such a resolution may be approved, the City Manager shall notify all affected property owners by mail that such a procedure is under consideration prior to the meeting thereon. This notice shall state the time and place of the meeting, the abatement action proposed to be taken or already taken, the estimated or actual cost of such abatement and the proposed basis of

assessing such cost. At this meeting all affected property owners shall have the right to be heard with reference to the proposed assessments and assessment procedure. The Council thereafter by resolution may approve such special assessments for the purposes specified herein.

The City Forester shall keep a record of all abatement activities and all abatement costs for which special assessments are to be made or may be made, stating the description of the properties involved and the amounts chargeable to each property. On or before October 10th of each year the City Manager shall list the total unpaid charges for such abatement activities against each separate property to which they are attributable under this Chapter. The City Council then may spread the charges or any portion thereof against the property involved as a special assessment for certification to the Hennepin County Auditor and for collection the following year along with current taxes.

(Ord. 614 [5-27-1999])

710.9.05 ~~_____~~ **Transporting Diseased Wood.** It shall be unlawful for any person to transport within the City any diseased wood without first having obtained a permit therefore from the City Forester. The City Forester may grant such a permit only when the purposes of this Chapter will be served thereby. The transporting of diseased wood out of the City shall be governed by current State Statutes related to transportation of infected material.

(Ord. xxxx)

710.10.06 **Interference Prohibited.** It shall be unlawful for any person to prevent, delay or interfere with the City Forester or duly authorized representative(s) while they are engaged in the performance of duties imposed by this Chapter.

(Ord. 614 [5-27-1999])

710.11.07 **Tree Business License Required.** No person shall conduct as a business, the cutting, trimming, pruning, removal, spraying or other treatment of trees within the City without first having been issued a license therefore. Refer to Chapter 519, Section .01 of the City Code.

(Ord. 614 [5-27-1999])

710.08 **Tree Removal Permit Required.**

- A. The removal of any Significant or Heritage Tree on public or private property in the City of Wayzata shall require a tree removal permit as described in this section. Any person with due authority desiring a tree removal permit shall submit a written application to the City. The application shall be in the form prescribed by the City and include the following information:

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1. Name and address of applicant
 2. Status of the applicant with respect to the land
 3. Written consent of the owner of the land, if the applicant is not the owner
 4. Name of the person preparing any map, drawing or diagram submitted with the application
 5. Location of the property, including a street address or legal description
 6. Diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the existing and proposed use of such area
 7. Designation of trees to be removed and trees to be maintained
 8. Purpose of tree removal (construction, driveway, recreation area, patio, building addition etc.)
 9. All materials to be planted as replacement trees, indicating size, species and method of planting.
- B. Upon receipt of the application, the City Forester may visit and inspect the site and adjoining lands. If it is determined that the proposed tree removal outlined in the application complies with the standards in Section 801.36 and this Chapter, the application shall be approved and permit issued. If the City Forester determines otherwise, the application shall be denied and the City shall advise the applicant on the reasons for denial and any steps that can be taken to correct deficiencies.
- C. The applicant may appeal the City Forester's decision by providing written notice to the City Council of appeal. The Council shall hear such appeal and rule on it by the first or second City Council meeting held on or after 30 days of the written notice to the Council.

(Ord. xxxx)

710.12.09 — **Intentional or Deliberate Damage.** It shall be unlawful for any person(s) to intentionally damage, destroy or adversely alter any living tree, deciduous or coniferous, on ~~private~~public land within the limits of the City of Wayzata in violation of this Section. Minn. Stat. §561.04 strictly prohibits intentional damage to trees on public property in any form and provides that whoever willfully and without lawful authority injures any tree, timber or shrub on City property is liable for treble the amount of damages which may be assessed

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therefore. ~~The City Forester and other City Staff shall not make any claims related to the structural integrity of any tree, and any assessments made related to a tree may not be relied upon by the property owner.~~

~~710.13. Violation. Unless expressly provided otherwise, it shall be a misdemeanor for any person to violate any provision of the City Code including this Section, any rule or regulation adopted in pursuance of any such provision, or any order lawfully enforcing the City Code or this Section. The term "misdemeanor" shall be as defined in Minn. Stat. §609.02, Subd. 3.~~

~~It shall also be a misdemeanor for any person to attempt to commit a misdemeanor or to cause, aid, assist, counsel or advise another to commit misdemeanor. Any person who commits a misdemeanor, upon conviction, shall be subject to the penalties therefore established by State Statute. Unless expressly provided otherwise, each act in violation of the City Code, including this Chapter, shall constitute a separate offense, and each and every day that such a violation occurs or continues shall constitute a separate offense.~~

~~710.14. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of the City Code, including this Chapter are severable, and if any phrase, clause, sentence, paragraph, or section of the City Code, including this Chapter, shall be declared unconstitutional, invalid or unenforceable, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of the City Code, including this Chapter.~~

(Ord. xxxx)

(7-21-81 Code; Chapter repealed and replaced by Ord. 574 [2-21-1995]; Ord. 588 [2-27-1997]; Chapter repealed and replaced by Ord. 614 [5-27-1999]; Ord. xxxx [xx-xx-2016])

CHAPTER 710

CITY FORESTER AND SAFETY OF TREES ON PUBLIC AND PRIVATE PROPERTY

- 710.01.** **Purpose.** This Chapter: (1) Defines the duties and responsibilities of the City Forester as the agent enforcing regulations relating to the planning, maintenance, and removal of trees within the City of Wayzata; (2) Establishes a Pathogen Control Program; (3) Defines nuisance conditions related to trees on private property and a process for abating the nuisances; (4) Provides for the issuing of licenses for businesses that conduct any maintenance and/or removal of trees within the City of Wayzata; and (5) Provides standards and specifications of all policy concerning trees on public property.

(Ord. xxxx)

710.02. **Duties and Qualifications of the City Forester.**

- A. *Duties.* The City Forester, as appointed by the City Manager, for the purposes of this Chapter shall identify diseased and hazardous trees that threaten the health and safety of the public and coordinate all activities of the City relating to the control and prevention of tree pathogens. It shall further be the duty of the City Forester and the City Manager and/or his/her designee to perform the duties outlined in Section 801.36.
- B. *Qualifications of the City Forester.* The qualifications of the City Forester shall be, as a minimum, those qualifications prescribed for certified arborists by the International Society of Arboriculture, or such other appropriate qualifications as determined by the City Manager.
- C. *Limitations and Disclaimer.* The City Forester and other City Staff shall not make any definitive claims or guarantees related to the structural integrity of any tree, and any assessments made by the City Forester or other City representative related to a tree may not be relied upon by the property owner or a third party.

(Ord. xxxx)

- 710.03.** **Pathogen Control Program.** It is the intent of the City to conduct a program of plant pest control pursuant to the authority granted by Minn. Stat. §18.022. This Chapter provides full power and authority over all trees, plants, and shrubs located within the street rights-of-way, parks, and public places of the City, and to trees located on private property that constitute a hazard or threat as described herein.

(Ord. xxxx)

710.04

Nuisances. It shall be unlawful for any person to permit any public nuisance as defined in this Section to remain on any property owned or controlled by him within the City. Such a nuisance shall be abated in the manner prescribed by this Chapter. Abatement shall be at the discretion of the City Forester in accordance with all State Law and City Code.

- A. *Nuisances Declared.* The following are hereby declared to be public nuisances whenever they may be found within the City:
1. Any living or standing elm tree or part thereof infected to any degree with the Dutch Elm disease fungus (as defined by the Minnesota Department of Agriculture) or which harbors any of the elm bark beetles known by the Minnesota Department of Agriculture to transmit the disease.
 2. Any dead elm tree or part thereof, including logs, branches, stumps, firewood or other elm material from which the bark has not been removed or sprayed with an effective Dutch Elm insecticide, or disposed of in a manner prescribed by the Commissioner of Agriculture.
 3. Any living or standing oak tree or part thereof infected to any degree with the Oak Wilt disease fungus, as defined by the Minnesota Department of Agriculture.
 4. Any infected oak tree or part thereof, including logs, branches, stumps, firewood or other oak material unless all bark material is removed and disposed of in a manner prescribed by the Commissioner of Agriculture.
 5. Any ash tree at risk of infestation of the Emerald Ash Borer (EAB) as determined by the City Forester after considering Minnesota Department of Agriculture guidance.
 6. Any living or standing tree or shrub or part thereof infected to any degree by any organism to be controlled as set forth and described by the Commissioner of Agriculture.
 7. Any dead, dying, decaying or living tree, shrub or parts thereof that interferes with the public use of any public thoroughfare or right-of-way.

(Ord. xxxx)

- B. *Inspection and Investigation.* The City Forester shall inspect all premises and places within the City as often as practicable to determine whether any nuisances as described in this Chapter exist thereon. The City Forester shall investigate all reported incidents of diseased trees within the City. The City Forester or duly authorized representative(s) may enter upon private premises at any reasonable time for the purpose of carrying out any of the duties assigned under this Chapter.

Except for cases of emergencies or the imminent threat of personal or property damage, the City shall notify the property owner at least five (5) days prior to the inspection through certified mail to the address listed on the Hennepin County tax records. The inspection may occur after five (5) days even if the certified letter is undeliverable or returned. The City Forester may, upon finding conditions indicating disease infestation is suspected and unconfirmed by a field diagnosis, immediately send appropriate specimens or samples to the Commissioner of Agriculture for analysis or take such other steps for diagnosis as may be recommended by the Commissioner. Except as provided in Section 710.04.D, or in the case of a positive field diagnosis, no action to remove infected trees or wood shall be taken until positive diagnosis of the disease has been made.

(Ord. xxxx)

- C. *Abatement of Nuisances.* In abating the nuisances defined in Section 710.04.A, the City Forester shall cause the infected tree or wood to be sprayed, removed, burned or otherwise effectively treated so as to destroy and prevent as fully as possible spread of the disease. Such abatement shall be carried out in accordance with current technical and expert opinions and plans as may be designated by the Commissioner of Agriculture.

(Ord. 614 [5-27-1999])

- D. *Abatement Procedure.* Whenever the City Forester finds with reasonable certainty that an infestation defined in this Chapter exists in any tree or wood on any public or private property within the City, he shall proceed to abate said nuisance as follows:

1. If the City Forester finds that the danger of infestation of other trees is not imminent the City Forester shall notify in writing the person(s) owning or controlling the property upon which the nuisance is located that the nuisance must be abated within twenty one (21) days from the date of the mailing. If no action to abate the nuisance is taken within this period the City Forester then shall make a written report of findings to the City Council. The Council shall take action to abate the nuisance, and it may proceed to recover the costs of such abatement as provided in Section 710.04.E.
2. If the City Forester finds that the danger of infestation of other trees is imminent the City Forester shall notify in writing the person(s) owning or controlling the property upon which the nuisance is located that the nuisance must be abated within seven (7) days from the date of the mailing, and shall report findings to the City Manager. If no action to abate the nuisance is taken within this period the City Forester then shall make a written report of actions to the City Council, which may proceed to recover the costs of such abatement as provided in Section 710.04.E.

3. If the City Forester finds that the danger of infestation of other trees is imminent the City Forester shall notify in writing all persons owning or controlling property upon which is located trees in danger of becoming infested. Within this notice the City Forester shall state that action, if any, which should be taken to protect the trees in danger of becoming infested and the period within which such action must be taken. If no such action is taken within this period the City Forester then shall take appropriate action to protect these trees as an emergency measure and shall make a written report of this action to the City Council, which may proceed to recover the costs of such action as provided in Section 710.04.E.

(Ord. xxxx)

- E. *Special Assessment Procedure.* Upon receipt of a report from the City Forester required by Section 710.04.D, the City Council may pass a resolution to provide for recovering the costs of abatement of a nuisance and/or for recovering the costs of protecting threatened trees by a special assessment procedure. Before such a resolution may be approved, the City Manager shall notify all affected property owners by mail that such a procedure is under consideration prior to the meeting thereon. This notice shall state the time and place of the meeting, the abatement action proposed to be taken or already taken, the estimated or actual cost of such abatement and the proposed basis of assessing such cost. At this meeting all affected property owners shall have the right to be heard with reference to the proposed assessments and assessment procedure. The Council thereafter by resolution may approve such special assessments for the purposes specified herein.

The City Forester shall keep a record of all abatement activities and all abatement costs for which special assessments are to be made or may be made, stating the description of the properties involved and the amounts chargeable to each property. On or before October 10th of each year the City Manager shall list the total unpaid charges for such abatement activities against each separate property to which they are attributable under this Chapter. The City Council then may spread the charges or any portion thereof against the property involved as a special assessment for certification to the Hennepin County Auditor and for collection the following year along with current taxes.

(Ord. 614 [5-27-1999])

710.05 **Transporting Diseased Wood.** It shall be unlawful for any person to transport within the City any diseased wood without first having obtained a permit therefore from the City Forester. The City Forester may grant such a permit only when the purposes of this Chapter will be served thereby. The transporting of diseased wood out of the City shall be governed by current State Statutes related to transportation of infected material.

(Ord. xxxx)

710.06 **Interference Prohibited.** It shall be unlawful for any person to prevent, delay or interfere with the City Forester or duly authorized representative(s) while they are engaged in the performance of duties imposed by this Chapter.

(Ord. 614 [5-27-1999])

710.07 **Tree Business License Required.** No person shall conduct as a business, the cutting, trimming, pruning, removal, spraying or other treatment of trees within the City without first having been issued a license therefore. Refer to Chapter 519, Section .01 of the City Code.

(Ord. 614 [5-27-1999])

710.08 **Tree Removal Permit Required.**

- A. The removal of any Significant or Heritage Tree on public or private property in the City of Wayzata shall require a tree removal permit as described in this section. Any person with due authority desiring a tree removal permit shall submit a written application to the City. The application shall be in the form prescribed by the City and include the following information:
1. Name and address of applicant
 2. Status of the applicant with respect to the land
 3. Written consent of the owner of the land, if the applicant is not the owner
 4. Name of the person preparing any map, drawing or diagram submitted with the application
 5. Location of the property, including a street address or legal description
 6. Diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the existing and proposed use of such area
 7. Designation of trees to be removed and trees to be maintained
 8. Purpose of tree removal (construction, driveway, recreation area, patio, building addition etc.)
 9. All materials to be planted as replacement trees, indicating size, species and method of planting.

- B. Upon receipt of the application, the City Forester may visit and inspect the site and adjoining lands. If it is determined that the proposed tree removal outlined in the application complies with the standards in Section 801.36 and this Chapter, the application shall be approved and permit issued. If the City Forester determines otherwise, the application shall be denied and the City shall advise the applicant on the reasons for denial and any steps that can be taken to correct deficiencies.
- C. The applicant may appeal the City Forester's decision by providing written notice to the City Council of appeal. The Council shall hear such appeal and rule on it by the first or second City Council meeting held on or after 30 days of the written notice to the Council.

(Ord. xxxx)

710.09 **Intentional or Deliberate Damage.** It shall be unlawful for any person(s) to intentionally damage, destroy or adversely alter any living tree, deciduous or coniferous, on public land within the limits of the City of Wayzata in violation of this Section. Minn. Stat. §561.04 strictly prohibits intentional damage to trees on public property in any form and provides that whoever willfully and without lawful authority injures any tree, timber or shrub on City property is liable for treble the amount of damages which may be assessed therefore.

(Ord. xxxx)

(7-21-81 Code; Chapter repealed and replaced by Ord. 574 [2-21-1995]; Ord. 588 [2-27-1997]; Chapter repealed and replaced by Ord. 614 [5-27-1999]; Ord. xxxx [xx-xx-2016])

SECTION 36

TREE PRESERVATION

Section 801.36:

801.36.1:	Purpose and Intent
801.36.2:	Definitions
801.36.3:	Establishment of Tree Preservation Zone
801.36.43:	Applicability
801.36.54:	Process
801.36.65:	Tree Preservation Plan
801.36.76:	Tree Protection <u>Measures</u>
801.36.87:	Tree Replacement <u>Standards</u>
801.36.98:	Financial Guarantee
801.36.10:	Penalties

1. Purpose and Intent.

The Wayzata City Council finds it is in the best interest of the City, and critical to its health and welfare, to protect, preserve, and enhance tree coverage~~the natural environment of~~ in the City community, and to encourage a resourceful and prudent approach to the development and alteration of wooded areas. ~~In the interest of achieving these~~To further these objectives, the City has established the comprehensive tree preservation regulations herein of this section, which are intended ~~to promote the furtherance of the following:~~

A. Protection ~~ion~~ and preservation of the natural environment and ~~natural~~ beauty of the City;

~~B. A Tree Preservation Zone is hereby established in the City in order to a~~Aid in the stabilization of soil by the prevention of erosion and sedimentation; reduce storm water runoff and the costs associated therewith and replenish ground water supplies; aid in the removal of carbon dioxide and generation of oxygen in the atmosphere; provide a buffer and screen against noise pollution; provide shade and the significant environmental benefit of counteracting the so-called "heat-island" effect; provide protection against severe weather; aid in the control of drainage and restoration of denuded soil subsequent to construction or grading; protect and increase property values; conserve and enhance the City's physical and aesthetic environment; provide a haven for birds, animals and flora to thrive; and generally protect and enhance the quality of life and the general welfare of the City.

~~BC.~~ Minimize tree and habitat loss ~~Assurance of and promote~~ orderly development within wooded areas ~~to minimize tree and habitat loss;~~

~~CD.~~ ~~Evaluation-Evaluate of the impacts of development to-on~~ trees and wooded areas resulting from development;

~~DE.~~ Establish~~ment-of~~ minimal standards for tree preservation and the mitigation of environmental impacts resulting from tree removal

F. Recognize that Heritage Trees are valued and special trees for the City of Wayzata due to their size and age and encourage that all possible measures be taken to preserve Heritage Trees.-

;

G. Encourage the preservation of the maximum amount of trees possible and recognize that a certain amount of Significant Trees removal is sometimes necessary when construction, maintenance, redevelopment and similar activity occurs on a property, and -

that additional tree removal may occur after the construction of new houses or commercial developments, or the expansion of existing homes or commercial developments, but to a lesser degree than the original development.

~~EFH.~~ Provi~~desion-of~~ incentives for creative land use and environmentally compatible site design to which-preserves trees and minimizes tree removal ~~and clear-cutting~~ during development; ~~and~~

~~F. ———— Enforcement of tree preservation standards to promote and protect the public health, safety and welfare of the community.~~

2. Definitions.

For purposes of this section, the following definitions shall apply:

A. “City Forester” means that person appointed by the City Manager as the City Forester with the duties and qualifications listed in Section 710.02~~(b)~~.

B. “Coniferous Tree” means a woody plant bearing seeds and cones oftentimes, but not always, retaining foliage throughout the year.

C. “Construction Area” means any area in which movement of earth, alteration in topography, soil compaction, disruption of vegetation, change in soil chemistry, or any other change in the natural character of the land occurs as a result of site preparation, grading, building construction or any other construction activity.

D. “Critical Root Zone” means the area around a tree measured from the trunk of the tree with a radius that is equal to 1.5 feet (1.5’) for each one inch (1”) of DBH

of the tree. For example, if a tree's DBH is 10 inches, then its critical root zone radius is 15 feet ($10 \times 1.5 = 15$).

- E. **“Deciduous Tree”** means a woody plant which has a defined crown, and which loses leaves annually.
- F. **“Diameter of Tree at Breast Height” or “DBH”** means the diameter of a tree as measured 4½ feet (54 inches) above the ground. Trees that branch near or below 4 ½ feet from the ground will be measured at the narrowest point below 4 ½ feet. Trunks that originate from the ground shall be considered separate trees. The City Forester shall have the final determination in the DBH calculation if there is a question of how it is to be measured.
- G. **“Hardwood Deciduous Tree”** means a Deciduous Tree recognized as hardwoods by the City Forester, including ironwood, catalpa, oak, maple (hard), walnut, ash, hickory, birch, black cherry, hackberry, locust and basswood.
- H. **“Healthy Tree”** means the average or better condition and vitality for the area as determined by the City Forester.
- I. **“Heritage Tree”** means a Healthy Softwood Deciduous Tree that is thirty inches (30”) or greater in DBH , a Healthy Hardwood Deciduous Tree that is twenty five inches (25”) or greater in DBH, or a Healthy Coniferous Tree that is twenty five inches (25”) or greater in DBH.
- J. **“Landscape Architect”** means a person licensed by the State of Minnesota as a landscape architect.
- K. **“Nursery Stock Dealer” or “Nursery Stock Grower”** means a person licensed by the State of Minnesota as a nursery stock dealer or a nursery stock grower.
- L. **“Public Infrastructure”** means ~~the construction or maintenance of:~~
1. Collector or arterial roads as defined by the City Transportation Plan;
 2. Public recreational trails;
 3. Stormwater infrastructure;
 4. ~~Installation or maintenance of~~ Trunk utility infrastructure as described in the Comprehensive Sewer or Water Plans; or
 5. Any ~~other physical infrastructure that provides an e~~Essential ~~s~~Service ~~Structure or constitutes a~~ public improvement.
- M. **“Removal”, “Removed” or “Tree Removal”** means:

1. Manual, mechanical, chemical, or abiotic or biotic (fire, water, insects or inoculation) methods which results in the physical removal of a tree; or
2. Grading impact, compaction, or other damage ~~up to~~ more than 40% of a tree's Critical Root Zone; ~~;~~ as or
3. Excessive pruning that, in the opinion of the City Forester, severely impacts the long term survivability of the tree; or
4. Any other impact to a tree that, in the opinion of the City Forester, comprises the long term health or structural stability of a tree.

N. **“Significant Tree”** means a Healthy Deciduous Hardwood Tree that is six inches (6”) or greater in DBH, a Healthy Softwood Deciduous Tree that is twelve inches (12”) or greater in DBH, or a Healthy Coniferous Tree that is twelve feet (12’) or greater in height or twelve inches (12”) or greater in DBH.

O. **“Site Plan”** means the site plan ~~established and~~ described in this ~~Chapter~~ Section.

P. **“Softwood Deciduous Tree”** means a Deciduous Tree recognized as softwoods by the City Forester, including cottonwood, poplar/aspen, box elder, willow, silver maple and elm.

Q. **“Tree Preservation Plan”** means the tree preservation plan ~~established and~~ described in this ~~Chapter~~ Section.

R. **“Tree Replacement Plan”** means a part of a Tree Preservation Plan as described in this Section.

~~R. **“Tree Preservation Zone”** means the tree preservation zone established and described in this Chapter~~ Section.

~~3. **Establishment of Tree Preservation Zone**~~

~~A Tree Preservation Zone is hereby established in the City in order to aid in the stabilization of soil by the prevention of erosion and sedimentation; reduce storm water runoff and the costs associated therewith and replenish ground water supplies; aid in the removal of carbon dioxide and generation of oxygen in the atmosphere; provide a buffer and screen against noise pollution; provide shade and the significant environmental benefit of counteracting the so-called “heat island” effect; provide protection against severe weather; aid in the control of drainage and restoration of denuded soil subsequent to construction or grading; protect and increase property values; conserve and enhance the City’s physical and aesthetic environment; provide a haven for birds, animals and flora to thrive; and generally protect and enhance the quality of life and the general welfare of the City.~~

~~The Tree Preservation Zone shall be applied to and superimposed upon all property within the City of Wayzata. The regulations and requirements imposed within the Tree Preservation Zone shall be in addition to the zoning districts within the existing and amended text and map of the Wayzata Zoning Ordinance, and the Floodplain, Shoreland, and Wetland regulations and requirements. In cases where there is a conflict between regulations applicable within such zones, the more restrictive requirements shall apply.~~

43. Applicability.

The provisions of this Section shall apply only to the following: land for or on which there is (i) an application under the Subdivision Ordinance; (ii) construction or maintenance of Public Infrastructure; (iii) construction of a new single-family home; (iv) expansion of an existing single family home; (v) a use requiring a land disturbance permit; and/or (vi) an application under the Design Standards, or such is required. The provisions of this Section shall be in addition to the requirements under City Code Chapter 710 which require a tree removal permit for tree removal in the City.

- A. ~~Subdivision, Public Infrastructure, Construction of Single-Family Home~~: The following ~~tree removal thresholds~~specific standards shall apply to all land for or on which there is (i) an application under the Subdivision Ordinance; (ii) construction or maintenance of Public Infrastructure; (iii) construction of a new single-family home~~Subdivision applications, Public Infrastructure projects, and construction of a single-family home on a vacant lot:~~
1. ~~Heritage Trees~~: ~~Heritage Trees are valued and special trees for the City of Wayzata due to their size and age.~~ All possible measures must be taken to preserve Heritage Trees. Heritage Tree removal may occur only when there is not a practical alternative. There shall be a zero percent (0%) removal threshold of Heritage Trees, meaning every DBH inch of Heritage Tree removed requires full replacement in accordance with the standards within ~~subs~~Section 801.36.87, in addition to any other requirements hereunder.
 2. ~~Significant Tree Removal by Developers~~: ~~Although the City encourages preservation of the maximum amount of trees possible, the City recognizes that a certain amount of Significant Trees removal is sometimes necessary when construction, maintenance, redevelopment and similar activity occurs on a property during development. Accordingly, €Twenty five percent (25%) of the existing DBH inches of Significant Trees can be removed pursuant to a Tree Preservation Plan without obligation of replacement. Any tree removal beyond twenty five percent~~

(25%) will require replacement in accordance with the standards of ~~sub~~Section 801.36.~~87~~.

3. Applicable Time Period:- For purposes of this subsection, Tree Removal, subject to the replacement requirements of this Section, includes any Significant or Heritage Tree removed within the two years prior to submitting an application to the City for subdivision approval; public infrastructure construction or maintenance; or construction of a new single-family home, or when any of the foregoing is required, whichever is earlier.

~~34.~~ Public Infrastructure:- The City Council may waive the tree replacement requirements of this Section for Public Infrastructure construction and maintenance projects if the City Council makes a finding that the tree replacement requirements hereof would create an undue financial or other burden ~~on the project~~, and the public benefits of the Public Infrastructure project outweigh the benefits of the ~~required~~ tree replacement required in this Section hereof.

B. Expansions to Single-Family Homes, Land Disturbance Permits, and Design Review, ~~and Expansions to Single-Family Homes~~:- The following specific standards shall tree removal thresholds apply to all land for or on which there is (i) expansion of an existing single family home; (ii) a use requiring a land disturbance permit under City Code Section 409.05; and/or (iii) an application under the Design Standards, or such is required under City Code Section 801.09.1.5.B ~~projects that require a Land Disturbance Permit under City Code Section 409.05, projects that require Design Review under City Code Section 801.09.1.5.B., and expansions or additions to an existing single-family home:~~

1. Heritage Trees:- ~~Heritage Trees are valued and special trees for the City of Wayzata due to their size and age.~~ All possible measures must be taken to preserve Heritage Trees. Heritage Tree removal may occur only when there is not a practical alternative. There shall be a zero percent (0%) removal threshold of Heritage Trees, meaning every DBH inch of Heritage Tree removed requires full replacement in accordance with the standards within ~~sub~~Section 801.36.~~87~~ in addition to any other requirements hereunder.

2. Significant Tree Removal:- ~~The City recognizes that additional tree removal may occur after the construction of new houses or commercial developments, or the expansion of existing homes or commercial developments, but to a lesser degree than the original development. Therefore, T~~en percent (10%) of the existing DBH inches of Significant ~~T~~rees can be removed without obligation of replacement. Any removal

beyond ten percent (10%) will require replacement in accordance with the standards within ~~sub~~Section 801.36.78.

3. Applicable Time Period: For purposes of this subsection, Tree Removal, subject to the replacement requirements in this Section, includes any Significant or Heritage Tree removed within one year of submitting an application to the City for a land disturbance permit; Design Standards review and approval; or expansion to a single-family home, or when any of the foregoing is required, whichever is earlier.

C. Types of Trees Exempt From Replacement Requirements: The following types of trees shall not ~~be included as part of the tally of tree removals for purposes of calculating replacement in accordance with the standards within~~ require any tree replacement under ~~sub~~Section 801.36.78:

1. Dead, Diseased, Dying, or Hazard Trees as determined by the City Forester; or
2. Trees that are transplanted from the site to another appropriate location within the City, as approved by the City Forester; or
3. Trees that were planted as part of a commercial business, such as a tree farm or nursery; or
4. Trees that are structurally unstable and pose a risk to people or permanent structures, as deemed by a certified arborist with a Tree Risk Assessment Qualification and the City Forester

54. Process.

A. Construction of or Expansion to Single-Family Homes and Land Disturbance Permits: For construction of a single-family home, expansion to an existing single-family home, or ~~a project that requires~~ when a Land Disturbance Permit is required, a Site Plan must be submitted to the City prior to any ~~proposed~~ tree removal on the applicable property. The Site Plan must ~~include the following information:~~

1. Identify the Significant and Heritage Trees on the property.
2. Identify the Significant and Heritage Trees to be removed due to grading or construction.

3. Identify the ~~Mandatory tree P~~ protection measures outlined in Section 801.36.6-A76 and any additional measures that will be used to protect the preserved trees during grading or construction on the property.
4. Comply with the City's tree replacement procedure and requirements set forth in this Section.

The Site Plan must receive the approval of the City Forester prior to the removal of any trees on the property. Any denial of a Site Plan by the City Forester may be appealed to the City Council.

- B. *Subdivision, Public Infrastructure, and Design Review*: Unless otherwise determined by the City Council, the following process ~~for preserving trees~~ shall be required for all Subdivision applications, Public Infrastructure construction and maintenance projects, and projects that require Design Standards rReview and approval:

1. Prepare a Tree Preservation Plan that is incorporated on the grading plan, which meets the requirements of Section 801.36.5.
2. Implement the Tree Preservation Plan prior to and during site development.
3. Submit a financial guarantee for compliance with the approved Tree Preservation Plan in accordance with Section 801.36.98.
4. Comply with the City's tree replacement procedure and requirements set forth in ~~this s~~Section 801.36.7.
5. Obtain certification of tThe Tree Preservation Plan ~~must be certified~~ by a Forester, Landscape Architect, Nursery Stock Dealer or a Nursery Stock Grower.

65. Tree Preservation Plan

When a Tree Preservation Plan is required under this Section, an applicant is responsible for implementing the approved Tree Preservation Plan prior to and during site grading, construction, and plan development or other activity on the property. The Tree Preservation Plan will be reviewed by the City Forester and ~~any may be reviewed by~~ other ~~relevant~~ City planning and engineering staff to assess the best overall tree ~~design plan~~ for the project and activities involved, taking into account the preservation, renewal and health of Significant and Heritage Trees, and ways to enhance the efforts to mitigate damage to the trees on the property and the natural environment. The applicant is encouraged to meet with City staff prior to submission of a Subdivision application, application for a Public Infrastructure maintenance or construction project, or Design Standard rReview and approval

application to determine the placement of buildings, parking, driveways, streets, storage and other physical features which result in the fewest Significant and Heritage Trees being destroyed or damaged. The Tree Preservation Plan must include the following items:

- A. The name(s) and address(es) of property owners and applicants
- B. Delineation of the buildings, structures, impervious surfaces, utilities, and other site improvements situated ~~thereon~~ on the property or ~~contemplated to be constructed thereon~~ proposed for the property
- C. Delineation of all areas to be graded and limits of land disturbance on the property, including the contouring of all areas to be graded
- D. Size, species, location and condition of all Significant and Heritage Trees presently located on the property, as well as on adjacent properties where the Critical Root Zones of the trees are within the proposed Construction Area. The size of Deciduous Trees must be recorded in DBH and the size of Coniferous Trees must be recorded both in DBH and approximate height.
- E. Identification of all Dead, Diseased, Dying and Hazard Trees on the property
- F. The Critical Root Zone of all Significant and Heritage Trees proposed to be preserved on the property and adjacent properties
- G. Identification of all Significant and Heritage Trees proposed to be removed within the Construction Area
- H. Identification of all Significant and Heritage Trees on all individual lots comprising the property. The Developer must submit a list of all lot and block numbers identifying those lots.
- I. Measures to protect Heritage and Significant Trees as outlined in Section 801.36. ~~6-76.~~
- J. Size, species, and location of all replacement trees to be planted on the property in accordance with the tree replacement ~~requirements~~ standards of Section 801.36.87
- K. Signature of the person preparing the Tree Preservation Plan and statement which includes acknowledgment of the fact the trees to be used as replacements are appropriate species with respect to survival of the replacement trees

76. Tree Protection Measures.

~~————The following tree protection measures are required:~~

- A. *Mandatory Protection*.[÷] Measures to preserve or protect Significant and Heritage Trees ~~must include~~which are required under this Section are:
1. Installation of snow fencing, silt fence, or polyethylene laminate safety netting placed at the Critical Root Zone of Significant and Heritage Trees to be preserved on or adjacent to the property ~~being developed~~.
 2. Identification of any oak trees requiring pruning between April 1 and July 15; any oak trees so pruned are required to have any cut areas sealed with an appropriate, non-petroleum based tree wound sealant, such as shellac.
- B. *Discretionary Protection*.[÷] Measures to preserve or protect Significant and Heritage Trees which may be required by the City include, but are not limited to:
1. Installation of retaining walls or tree wells to preserve trees by eliminating the filling or cutting of soil within Critical Root Zones of Significant and Heritage Trees on or adjacent to the ~~lot being developed~~property.
 2. Placement of utilities in common trenches outside of the Critical Root Zone of Significant and Heritage Trees, or use of tunneled installation.
 3. Prevention of change in soil chemistry due to concrete washout and leakage or spillage of toxic materials, such as fuels or paints.
 4. Use of tree root aeration, fertilization, and irrigation systems when appropriate.
 5. Transplanting of Significant Trees into a protected area for later moving into permanent location within the Construction Area.
 6. Safety pruning for people working within the construction limits and for the trees involved.

87. Tree Replacement Standards.

- A. *Tree Replacement Formula*: ~~Replacement of removed or disturbed trees removal in excess of the percentage allowed by this section shall be replaced according to the following ratios:~~
1. All Significant Trees removed ~~For any removal~~ that exceeds the percentage of allowable removal of Significant Trees as set in ~~subs~~Section 801.36.743, ~~all Significant Trees~~ shall be replaced at the minimum ratio of one caliper inch (1") per one inch (1") of DBH removed.
 2. All Heritage Trees removed must be replaced at the minimum ratio of two caliper inches (2") per one inch (1") of DBH removed.

B. *Size, Types and Diversification of Replacement Trees*: Unless an approved Tree Preservation Plan sets forth a different requirement, all replacement trees must be of a similar species to those that are removed. A Tree Replacement ~~p~~Plan must include a diversity of tree species that are suitable for the property given soil conditions, hydrology, topography, and tree pathogens. Replacement trees must be no less than the following sizes:

1. Deciduous Trees shall be no less than two and a half caliper inches (2.5"); and
2. Coniferous Trees shall be no less than six feet (6') in height.

C. *Recommended Tree Replacement Species*: In order to encourage a diverse tree canopy in the City, the following list of tree species are recommended for planting as part of a ~~T~~tree ~~R~~Replacement ~~p~~Plan:

Arborvitae
Black cherry
Butternut
Cedar
Elm (disease resistant)
Fir
Hackberry
Hickory
Hemlock
Kentucky Coffee
Linden/Basswood
Maple (except Silver Maples)
Oak
Pine
Spruce (except Colorado Blue)
Tamarack
Walnut

D. *Prohibited Tree Replacement Species*: The ~~t~~Tree ~~R~~Replacement ~~p~~Plan may not include any tree species included in the Minnesota Department of Natural Resources Terrestrial Invasive Species List.

E. *Other Replacement Tree ~~Requirements~~Standards*: Choice of replacement trees species and location of the trees should also take into account the following information:

1. Soil Composition: Comparisons should be made between soil conditions and the ecology of the proposed species to make sure they are compatible.

2. Spatial Requirements: The potential height and crown spread of the proposed replacement trees should be known. Generally, half of the adult tree crown diameter is the amount of distance a tree should be planted from any aboveground objects.
 3. Pathogen Problems: Appropriate replacement choices shall also consider insect and disease problems that may be common with particular species in the part of the state in which the City of Wayzata is located.
- E. *Fee-In-Lieu Of Tree Replacement Or Replacement Trees Planted In Public Areas*: The City recognizes that there may be instances where the total amount of tree replacement required under this section cannot occur on ~~site~~the property in which Tree Removal is occurring. In those instances, the City may, at its option, accept a fee-in-lieu of tree replacement or allow the planting of replacement trees in public areas. Tree replacement is encouraged to happen on site as much as possible and fee in lieu-of-tree replacement should be used only when replacement on site is not feasible. The amount of fee-in-lieu of tree replacement will be determined annually by the City Council ~~through and be included in~~ the City fee schedule.

98. Financial Guarantee.

- A. *Financial Guarantee*: The City may, at its option, withhold a certificate of occupancy or require cash escrow or a letter of credit satisfactory to the City in the amount of one hundred ten percent (110%) of the value of the tree replacement, securing the full performance of Tree Preservation Plan and the ~~Tree Replacement Plan~~. The amount of such security shall be calculated by the fee-in-lieu of tree replacement schedules. The financial security shall be sufficient to cover the costs of the replacement trees planted, including any needed replacement of the trees over a three (3) year period.
- B. *Use of Financial Guarantee*: If the ~~property owner does not implement the approved Tree Preservation Plan or Site Plan, including the Tree Replacement Plan, is not followed and implemented for any reason, in accordance with the City Council or City Forester approval,~~ the City may use the financial guarantee to correct or complete the plan for, and may enter the property as needed to make such corrections or completions, to correct or complete the work.
- C. *Release of Financial Guarantee*: ~~At least once annually,~~ The City Forester shall periodically review the financial securities provided under this Section, inspect the applicable trees, and release the financial securities ~~as necessary. The financial security shall be released based on~~ according to the following schedule:
 1. ~~Upon~~ Within 30 days of installation of ~~a all~~ healthy replacement trees according to an approved Tree Replacement Plan: 50% of the financial guarantee for those ~~at~~ trees shall be released.

2. ~~After the first anniversary of such initial planting, if an~~First year inspection by the City Forester determinesing that the installed trees is are still healthy: 15% of the financial guarantee for ~~that such healthy trees~~ shall be released.
3. ~~After the second anniversary of initial planting, if an~~Second year inspection by the City Forester determinesing that the installed trees are is still healthy: 15% of the financial guarantee for ~~such healthy that trees~~ shall be released.
4. ~~After the t~~Third anniversary of initial planting, if ~~any~~year inspection by the City Forester determinesing that the installed trees are is still healthy: 20% or the remaining amount of the financial guarantee for ~~such healthy that trees~~ shall be released.

10. — Penalties

~~A. — Intentional or Deliberate Damage: It shall be unlawful for any person(s) to intentionally damage, destroy or adversely alter any living tree, deciduous or coniferous, on private land within the limits of the City of Wayzata in violation of this Section. Minn. Stat. §561.04 strictly prohibits intentional damage to trees on public property in any form and provides that whoever willfully and without lawful authority injures any tree, timber or shrub on City property is liable for treble the amount of damages which may be assessed therefore. The City Forester and other City Staff shall not make any claims related to the structural integrity of any tree, and any assessments made related to a tree may not be relied upon by the property owner.~~

~~B. — Violation: In addition to the remedies proscribed hereunder, u~~Unless expressly provided otherwise, it shall be a misdemeanor for any person to violate any provision of the City Code including this Section, any rule or regulation adopted in pursuance of any such provision, or any order lawfully enforcing the City Code or this Section. The term "misdemeanor" shall be as defined in Minn. Stat. §609.02, Subd. 3.

~~It shall also be a misdemeanor for any person to attempt to commit a misdemeanor or to cause, aid, assist, counsel or advise another to commit misdemeanor. Any person who commits a misdemeanor, upon conviction, shall be subject to the penalties therefore established by State Statute. Unless expressly provided otherwise, each act in violation of the City Code, including this Chapter, shall constitute a separate offense, and each and every day that such a violation occurs or continues shall constitute a separate offense.~~

SECTION 36

TREE PRESERVATION

Section 801.36:

801.36.1:	Purpose and Intent
801.36.2:	Definitions
801.36.3:	Applicability
801.36.4:	Process
801.36.5:	Tree Preservation Plan
801.36.6:	Tree Protection Measures
801.36.7:	Tree Replacement Standards
801.36.8:	Financial Guarantee

1. **Purpose and Intent.** The Wayzata City Council finds it is in the best interest of the City, and critical to its health and welfare, to protect, preserve, and enhance tree coverage in the City, and to encourage a resourceful and prudent approach to the development and alteration of wooded areas. To further these objectives, the City has established the comprehensive tree preservation regulations of this section, which are intended to:
 - A. Protect and preserve the natural environment and beauty of the City
 - B. Aid in the stabilization of soil by the prevention of erosion and sedimentation; reduce storm water runoff and the costs associated therewith and replenish ground water supplies; aid in the removal of carbon dioxide and generation of oxygen in the atmosphere; provide a buffer and screen against noise pollution; provide shade and the significant environmental benefit of counteracting the so-called “heat-island” effect; provide protection against severe weather; aid in the control of drainage and restoration of denuded soil subsequent to construction or grading; protect and increase property values; conserve and enhance the City’s physical and aesthetic environment; provide a haven for birds, animals and flora to thrive; and generally protect and enhance the quality of life and the general welfare of the City.
 - C. Minimize tree and habitat loss and promote orderly development within wooded areas
 - D. Evaluate the impacts of development on trees and wooded areas
 - E. Establish minimal standards for tree preservation and the mitigation of environmental impacts resulting from tree removal

- F. Recognize that Heritage Trees are valued and special trees for the City of Wayzata due to their size and age and encourage that all possible measures be taken to preserve Heritage Trees.
 - G. Encourage the preservation of the maximum amount of trees possible and recognize that a certain amount of Significant Trees removal is sometimes necessary when construction, maintenance, redevelopment and similar activity occurs on a property, and that additional tree removal may occur after the construction of new houses or commercial developments, or the expansion of existing homes or commercial developments, but to a lesser degree than the original development.
 - H. Provide incentives for creative land use and environmentally compatible site design to preserve trees and minimize tree removal during development
2. **Definitions.** For purposes of this section, the following definitions shall apply:
- A. **“City Forester”** means that person appointed by the City Manager as the City Forester with the duties and qualifications listed in Section 710.02.
 - B. **“Coniferous Tree”** means a woody plant bearing seeds and cones oftentimes, but not always, retaining foliage throughout the year.
 - C. **“Construction Area”** means any area in which movement of earth, alteration in topography, soil compaction, disruption of vegetation, change in soil chemistry, or any other change in the natural character of the land occurs as a result of site preparation, grading, building construction or any other construction activity.
 - D. **“Critical Root Zone”** means the area around a tree measured from the trunk of the tree with a radius that is equal to 1.5 feet (1.5’) for each one inch (1”) of DBH of the tree. For example, if a tree’s DBH is 10 inches, then its critical root zone radius is 15 feet (10 x 1.5 = 15).
 - E. **“Deciduous Tree”** means a woody plant which has a defined crown, and which loses leaves annually.
 - F. **“Diameter of Tree at Breast Height” or “DBH”** means the diameter of a tree as measured 4½ feet (54 inches) above the ground. Trees that branch near or below 4 ½ feet from the ground will be measured at the narrowest point below 4 ½ feet. Trunks that originate from the ground shall be considered separate trees. The City Forester shall have the final determination in the DBH calculation if there is a question of how it is to be measured.
 - G. **“Hardwood Deciduous Tree”** means a Deciduous Tree recognized as hardwoods by the City Forester, including ironwood, catalpa, oak, maple (hard), walnut, ash, hickory, birch, black cherry, hackberry, locust and basswood.

- H. **“Healthy Tree”** means the average or better condition and vitality for the area as determined by the City Forester.
- I. **“Heritage Tree”** means a Healthy Softwood Deciduous Tree that is thirty inches (30”) or greater in DBH , a Healthy Hardwood Deciduous Tree that is twenty five inches (25”) or greater in DBH, or a Healthy Coniferous Tree that is twenty five inches (25”) or greater in DBH.
- J. **“Landscape Architect”** means a person licensed by the State of Minnesota as a landscape architect.
- K. **“Nursery Stock Dealer” or “Nursery Stock Grower”** means a person licensed by the State of Minnesota as a nursery stock dealer or a nursery stock grower.
- L. **“Public Infrastructure”** means:
1. Collector or arterial roads as defined by the City Transportation Plan;
 2. Public recreational trails;
 3. Stormwater infrastructure;
 4. Trunk utility infrastructure as described in the Comprehensive Sewer or Water Plans; or
 5. Any Essential Service Structure or public improvement.
- M. **“Removal”, “Removed” or “Tree Removal”** means:
1. Manual, mechanical, chemical, or abiotic or biotic (fire, water, insects or inoculation) methods which results in the physical removal of a tree; or
 2. Grading impact, compaction, or other damage of more than 40% of a tree’s Critical Root Zone; or
 3. Excessive pruning that, in the opinion of the City Forester, severely impacts the long term survivability of the tree; or
 4. Any other impact to a tree that, in the opinion of the City Forester, comprises the long term health or structural stability of a tree.
- N. **“Significant Tree”** means a Healthy Deciduous Hardwood Tree that is six inches (6”) or greater in DBH, a Healthy Softwood Deciduous Tree that is twelve inches (12”) or greater in DBH, or a Healthy Coniferous Tree that is twelve feet (12’) or greater in height or twelve inches (12”) or greater in DBH.

- O. **“Site Plan”** means the site plan described in this Section.
- P. **“Softwood Deciduous Tree”** means a Deciduous Tree recognized as softwoods by the City Forester, including cottonwood, poplar/aspen, box elder, willow, silver maple and elm.
- Q. **“Tree Preservation Plan”** means the tree preservation plan described in this Section.
- R. **“Tree Replacement Plan”** means a part of a Tree Preservation Plan as described in this Section.

3. **Applicability.** The provisions of this Section shall apply only to land for or on which there is (i) an application under the Subdivision Ordinance; (ii) construction or maintenance of Public Infrastructure; (iii) construction of a new single-family home; (iv) expansion of an existing single family home; (v) a use requiring a land disturbance permit; and/or (vi) an application under the Design Standards, or such is required. The provisions of this Section shall be in addition to the requirements under City Code Chapter 710 which require a tree removal permit for tree removal in the City.

A. *Subdivision, Public Infrastructure, Construction of Single-Family Home.* The following specific standards shall apply to all land for or on which there is (i) an application under the Subdivision Ordinance; (ii) construction or maintenance of Public Infrastructure; (iii) construction of a new single-family home:

- 1. *Heritage Trees.* All possible measures must be taken to preserve Heritage Trees. Heritage Tree removal may occur only when there is not a practical alternative. There shall be a zero percent (0%) removal threshold of Heritage Trees, meaning every DBH inch of Heritage Tree removed requires full replacement in accordance with the standards within Section 801.36.7, in addition to any other requirements hereunder.
- 2. *Significant Trees.* Twenty five percent (25%) of the existing DBH inches of Significant Trees can be removed pursuant to a Tree Preservation Plan without obligation of replacement. Any tree removal beyond twenty five percent (25%) will require replacement in accordance with the standards of Section 801.36.7.
- 3. *Applicable Time Period.* For purposes of this subsection, Tree Removal, subject to the replacement requirements of this Section, includes any Significant or Heritage Tree removed within the two years prior to submitting an application to the City for subdivision approval; public infrastructure construction or maintenance; or construction of a new

single-family home, or when any of the foregoing is required, whichever is earlier.

4. *Public Infrastructure.* The City Council may waive the tree replacement requirements of this Section for Public Infrastructure construction and maintenance projects if the City Council makes a finding that the tree replacement requirements hereof would create an undue financial or other burden, and the public benefits of the Public Infrastructure project outweigh the benefits of the tree replacement required in this Section.

B. *Expansions to Single-Family Homes, Land Disturbance Permits, and Design Review.* The following specific standards shall apply to all land for or on which there is (i) expansion of an existing single family home; (ii) a use requiring a land disturbance permit under City Code Section 409.05; and/or (iii) an application under the Design Standards, or such is required under City Code Section 801.09.1.5.B:

1. *Heritage Trees.* All possible measures must be taken to preserve Heritage Trees. Heritage Tree removal may occur only when there is not a practical alternative. There shall be a zero percent (0%) removal threshold of Heritage Trees, meaning every DBH inch of Heritage Tree removed requires full replacement in accordance with the standards within Section 801.36.7 in addition to any other requirements hereunder.
2. *Significant Tree Removal.* Ten percent (10%) of the existing DBH inches of Significant Trees can be removed without obligation of replacement. Any removal beyond ten percent (10%) will require replacement in accordance with the standards within Section 801.36.7.
3. *Applicable Time Period.* For purposes of this subsection, Tree Removal, subject to the replacement requirements in this Section, includes any Significant or Heritage Tree removed within one year of submitting an application to the City for a land disturbance permit; Design Standards review and approval; or expansion to a single-family home, or when any of the foregoing is required, whichever is earlier.

C. *Types of Trees Exempt From Replacement Requirements.* The following types of trees shall not require any tree replacement under Section 801.36.7:

1. Dead, Diseased, Dying, or Hazard Trees as determined by the City Forester; or
2. Trees that are transplanted from the site to another appropriate location within the City, as approved by the City Forester; or

3. Trees that were planted as part of a commercial business, such as a tree farm or nursery; or
4. Trees that are structurally unstable and pose a risk to people or permanent structures, as deemed by a certified arborist with a Tree Risk Assessment Qualification and the City Forester

4. Process.

A. *Construction of or Expansion to Single-Family Homes and Land Disturbance Permits.* For construction of a single-family home, expansion to an existing single-family home, or when a Land Disturbance Permit is required, a Site Plan must be submitted to the City prior to any tree removal on the applicable property. The Site Plan must:

1. Identify the Significant and Heritage Trees on the property.
2. Identify the Significant and Heritage Trees to be removed due to grading or construction.
3. Identify the tree protection measures outlined in Section 801.36.6 and any additional measures that will be used to protect the preserved trees during grading or construction on the property.
4. Comply with the City's tree replacement procedure and requirements set forth in this Section.

The Site Plan must receive the approval of the City Forester prior to the removal of any trees on the property. Any denial of a Site Plan by the City Forester may be appealed to the City Council.

B. *Subdivision, Public Infrastructure, and Design Review.* Unless otherwise determined by the City Council, the following process shall be required for all Subdivision applications, Public Infrastructure construction and maintenance projects, and projects that require Design Standards review and approval:

1. Prepare a Tree Preservation Plan that is incorporated on the grading plan, which meets the requirements of Section 801.36.5.
2. Implement the Tree Preservation Plan prior to and during site development.
3. Submit a financial guarantee for compliance with the approved Tree Preservation Plan in accordance with Section 801.36.8.

4. Comply with the City's tree replacement procedure and requirements set forth in Section 801.36.7.
5. Obtain certification of the Tree Preservation Plan by a Forester, Landscape Architect, Nursery Stock Dealer or a Nursery Stock Grower.

5. **Tree Preservation Plan.** When a Tree Preservation Plan is required under this Section, an applicant is responsible for implementing the approved Tree Preservation Plan prior to and during site grading, construction, development or other activity on the property. The Tree Preservation Plan will be reviewed by the City Forester and may be reviewed by other City planning and engineering staff to assess the best overall tree plan for the project and activities involved, taking into account the preservation, renewal and health of Significant and Heritage Trees, and ways to enhance the efforts to mitigate damage to the trees on the property and the natural environment. The applicant is encouraged to meet with City staff prior to submission of a Subdivision application, application for a Public Infrastructure maintenance or construction project, or Design Standard review and approval application to determine the placement of buildings, parking, driveways, streets, storage and other physical features which result in the fewest Significant and Heritage Trees being destroyed or damaged. The Tree Preservation Plan must include the following items:

- A. The name(s) and address(es) of property owners and applicants
- B. Delineation of the buildings, structures, impervious surfaces, utilities, and other site improvements situated on the property or proposed for the property
- C. Delineation of all areas to be graded and limits of land disturbance on the property, including the contouring of all areas to be graded
- D. Size, species, location and condition of all Significant and Heritage Trees presently located on the property, as well as on adjacent properties where the Critical Root Zones of the trees are within the proposed Construction Area. The size of Deciduous Trees must be recorded in DBH and the size of Coniferous Trees must be recorded both in DBH and approximate height.
- E. Identification of all Dead, Diseased, Dying and Hazard Trees on the property
- F. The Critical Root Zone of all Significant and Heritage Trees proposed to be preserved on the property and adjacent properties
- G. Identification of all Significant and Heritage Trees proposed to be removed within the Construction Area

- H. Identification of all Significant and Heritage Trees on all individual lots comprising the property. The Developer must submit a list of all lot and block numbers identifying those lots.
- I. Measures to protect Heritage and Significant Trees as outlined in Section 801.36.6.
- J. Size, species, and location of all replacement trees to be planted on the property in accordance with the tree replacement standards of Section 801.36.7
- K. Signature of the person preparing the Tree Preservation Plan and statement which includes acknowledgment of the fact the trees to be used as replacements are appropriate species with respect to survival of the replacement trees

6. Tree Protection Measures.

- A. *Mandatory Protection.* Measures to preserve or protect Significant and Heritage Trees which are required under this Section are:
 - 1. Installation of snow fencing, silt fence, or polyethylene laminate safety netting placed at the Critical Root Zone of Significant and Heritage Trees to be preserved on or adjacent to the property.
 - 2. Identification of any oak trees requiring pruning between April 1 and July 15; any oak trees so pruned are required to have any cut areas sealed with an appropriate, non-petroleum based tree wound sealant, such as shellac.
- B. *Discretionary Protection.* Measures to preserve or protect Significant and Heritage Trees which may be required by the City include, but are not limited to:
 - 1. Installation of retaining walls or tree wells to preserve trees by eliminating the filling or cutting of soil within Critical Root Zones of Significant and Heritage Trees on or adjacent to the property.
 - 2. Placement of utilities in common trenches outside of the Critical Root Zone of Significant and Heritage Trees, or use of tunneled installation.
 - 3. Prevention of change in soil chemistry due to concrete washout and leakage or spillage of toxic materials, such as fuels or paints.
 - 4. Use of tree root aeration, fertilization, and irrigation systems when appropriate.
 - 5. Transplanting of Significant Trees into a protected area for later moving into permanent location within the Construction Area.

6. Safety pruning for people working within the construction limits and for the trees involved.

7. **Tree Replacement Standards.**

A. Tree Replacement Formula:

1. All Significant Trees removed that exceed the percentage of allowable removal of Significant Trees as set in Section 801.36.3, shall be replaced at the minimum ratio of one caliper inch (1”) per one inch (1”) of DBH removed.
2. All Heritage Trees removed must be replaced at the minimum ratio of two caliper inches (2”) per one inch (1”) of DBH removed.

B. *Size, Types and Diversification of Replacement Trees.* Unless an approved Tree Preservation Plan sets forth a different requirement, all replacement trees must be of a similar species to those that are removed. A Tree Replacement Plan must include a diversity of tree species that are suitable for the property given soil conditions, hydrology, topography, and tree pathogens. Replacement trees must be no less than the following sizes:

1. Deciduous Trees shall be no less than two and a half caliper inches (2.5”); and
2. Coniferous Trees shall be no less than six feet (6') in height.

C. *Recommended Tree Replacement Species.* In order to encourage a diverse tree canopy in the City, the following list of tree species are recommended for planting as part of a Tree Replacement Plan:

Arborvitae
Black cherry
Butternut
Cedar
Elm (disease resistant)
Fir
Hackberry
Hickory
Hemlock
Kentucky Coffee
Linden/Basswood
Maple (except Silver Maples)
Oak
Pine
Spruce (except Colorado Blue)

Tamarack
Walnut

- D. *Prohibited Tree Replacement Species.* The Tree Replacement Plan may not include any tree species included in the Minnesota Department of Natural Resources Terrestrial Invasive Species List.
- E. *Other Replacement Tree Standards.* Choice of replacement trees species and location of the trees should also take into account the following information:
1. Soil Composition: Comparisons should be made between soil conditions and the ecology of the proposed species to make sure they are compatible.
 2. Spatial Requirements: The potential height and crown spread of the proposed replacement trees should be known. Generally, half of the adult tree crown diameter is the amount of distance a tree should be planted from any aboveground objects.
 3. Pathogen Problems: Appropriate replacement choices shall also consider insect and disease problems that may be common with particular species in the part of the state in which the City of Wayzata is located.
- E. *Fee-In-Lieu Of Tree Replacement Or Replacement Trees Planted In Public Areas.* The City recognizes that there may be instances where the total amount of tree replacement required under this section cannot occur on the property in which Tree Removal is occurring. In those instances, the City may, at its option, accept a fee-in-lieu of tree replacement or allow the planting of replacement trees in public areas. Tree replacement is encouraged to happen on site as much as possible and fee in lieu-of-tree replacement should be used only when replacement on site is not feasible. The amount of fee-in-lieu of tree replacement will be determined annually by the City Council and be included in the City fee schedule.

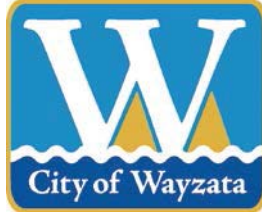
8. Financial Guarantee.

- A. *Financial Guarantee.* The City may, at its option, withhold a certificate of occupancy or require cash escrow or a letter of credit satisfactory to the City in the amount of one hundred ten percent (110%) of the value of the tree replacement, securing the full performance of Tree Preservation Plan and the Tree Replacement Plan. The amount of such security shall be calculated by the fee-in-lieu of tree replacement schedules. The financial security shall be sufficient to cover the costs of the replacement trees planted, including any needed replacement of the trees over a three (3) year period.
- B. *Use of Financial Guarantee.* If the approved Tree Preservation Plan or Site Plan, including the Tree Replacement Plan, is not followed and implemented for any

reason, the City may use the financial guarantee to correct or complete the plan, and may enter the property as needed to make such corrections or completions.

C. *Release of Financial Guarantee.* The City Forester shall periodically review the financial securities provided under this Section, inspect the applicable trees, and release the financial securities according to the following schedule:

1. Within 30 days of installation of all replacement trees according to an approved Tree Replacement Plan: 50% of the financial guarantee for those trees shall be released.
2. After the first anniversary of such initial planting, if an inspection by the City Forester determines that the installed trees are still healthy: 15% of the financial guarantee for such healthy trees shall be released.
3. After the second anniversary of initial planting, if an inspection by the City Forester determines that the installed trees are still healthy: 15% of the financial guarantee for such healthy trees shall be released.
4. After the third anniversary of initial planting, if an inspection by the City Forester determines that the installed trees are still healthy: 20% or the remaining amount of the financial guarantee for such healthy trees shall be released.



WAYZATA PLANNING COMMISSION

May 1, 2017

REPORT AND RECOMMENDATION ON AN ORDINANCE AMENDING SECTION 36 OF THE WAYZATA ZONING ORDINANCE (TREE PRESERVATION) AND AMENDING WAYZATA CITY CODE CHAPTER 710 (PLANTING, MAINTENANCE AND REMOVAL OF TREES)

RECOMMENDATION

APPROVE amendments to clarify and update City Code related to trees

REPORT

Section 1. BACKGROUND

- 1.1 General. Since the City's adoption in 2016 of a comprehensive Tree Preservation Ordinance (City Code 801.36) and related revisions to existing City Code on Planting, Maintenance and Removal of Trees (City Code, Ch. 710), the Planning Commission and City staff have identified several areas of these ordinances that could be clarified and changed to better address the policy goals behind the ordinances. Based on the foregoing, staff has prepared a draft ordinance attached to this Report as Attachment A and Attachment B which would amend parts of Section 801.36 of the Zoning Ordinance and parts of Chapter 710 of City Code (collectively, the "Proposed Amendments").
- 1.2 Public Hearing. The Planning Commission held a public hearing on the Proposed Amendments on May 1, 2017. Notice of Public Hearing on the Proposed Amendments was published in the *Lakeshore Weekly News* on April 20, 2017.

Section 2. LEGAL AUTHORITY AND STANDARDS

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

Wayzata City Code Section 801.03.2.F.

Section 3. FINDINGS

- 3.1 Based on the studies and reports of City Staff, comments and information presented at the public hearing on the Proposed Amendments, and information provided by the City Forester and other City staff, the Planning Commission of the City of Wayzata makes the following findings with respect to the Proposed Amendments:

1. The Proposed Amendments would not allow a use that would contravene any specific policies and provisions of the official City Comprehensive Plan.
2. The Proposed Amendments would only allow uses that conform to present and future land uses in the City's business and commercial districts.
3. The Proposed Amendments would not allow uses that do not conform with the performance standards contained in the Zoning Ordinance (parking, loading, noise, etc.).
4. The Proposed Amendments would not allow uses that would have a negative impact on the areas in which they are proposed in that the Proposed Amendments would reasonably regulate and preserve the City's vital natural resources and the urban forest.
5. The Proposed Amendments will not negatively impact upon property values in the City.
6. The Proposed Amendments will not allow any use that would have a negative impact traffic generation in the City.
7. The Proposed Amendments will not allow a use that would negatively impact existing public services and facilities and would provide a framework for needed telecommunications services in the City.

Section 4. Recommendation

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

Adopted by the Wayzata Planning Commission this 1st day of May, 2017.

Voting In Favor: Buchanan, Flannigan, Murray, Young

Voting Against: Gonzalez, Gruber

Abstaining: None

Absent: Iverson

Attachment A: Section 801.36 (~~struck text deleted~~; underlined text added)

Attachment B: Chapter 710 (~~struck text deleted~~; underlined text added)

Attachment A:

Section 801.36

Attachment B:

Chapter 710