

WAYZATA CITY COUNCIL

Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street
Tuesday, April 7, 2020

LOCAL BOARD OF APPEAL AND EQUALIZATION HEARING---ZOOM MEETING

- Convening of Local Board of Appeal and Equalization Hearing (5:30 p.m.)

WORKSHOP TOPICS FOR DISCUSSION---ZOOM MEETING:

- Discussion of Proposal from 600 Lake Street Street East Property Owner for Heated Public Sidewalks (5:45 pm)
- Discussion of Panoway Business Impact Mitigation Plan (6:15 p.m.)

7:00 PM - CITY COUNCIL MEETING

ZOOM TECHNOLOGY MEETING INSTRUCTIONS:

- Pursuant to Minnesota Statute Sec. 13D.015 and because of the COVID-19 pandemic, this City Council Meeting is being held remotely by electronic means using the audio and video conferencing platform, Zoom. The meeting will be shown on Channel 8, WCTV, and streamed on the City's website at www.wayzata.org. Members of the public may submit comments or questions about items on the agenda in advance by emailing PublicComment@wayzata.org, calling City staff, or mailing comments to Wayzata City Hall at 600 Rice St E, Wayzata, MN 55391 (Attn: Public Comment). To speak during the Public Forum and/or Public Hearing portions of the meeting, you may call 312-626-6799, enter Zoom Meeting ID 197 594 897, and press *9 to speak. You will be placed on hold and muted until you have been recognized and invited to speak.
- 1. Call to Order**
 - 2. Pledge of Allegiance**
 - 3. Roll Call**
 - 4. Approve Agenda**
 - 5. Public Forum (3min/person)**
 - 6. New Agenda Items**
 - 7. Consent Agenda**
 - Approval of City Council Special Meeting Minutes of February 27, 2020
 - Approval of Check Register
 - Approval of Municipal Licenses
 - Receipt of Police Activity Report
 - Receipt of Building Activity Report
 - Award Bid for 2020 Bituminous Seal Coat and Authorize Staff and Mayor to Execute Contract
 - Award Bid for 2020 Sanitary Sewer Lining Project and Authorize Staff and Mayor to Execute Contract
 - Approval of Resolution 12-2020 Relating to Financing of Certain Proposed Project to be Undertaken by the City and Establishing Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code
 - Adoption of the Second Reading of Ordinance 797 Amending Chapter 302 Pertaining to Parking Regulations

8. Public Hearing

- a. Consider Approval of the First Reading of Ordinance 798 To Provide for Extended Hours of Construction for Phase I of Panoway on Wayzata Bay Project

9. New Business

- a. Consider Awarding of Electrical Bids for Phase I of Panoway on Wayzata Bay
- b. Consider Adoption of Resolution 13-2020 Providing for the Sale of \$3,710,000 in General Obligation Tax Increment Financing Bonds, Series 2020A
- c. Consider Approval of First Reading of Ordinance 799 Authorizing the Issuance of General Obligation Tax Increment Financing Bonds, Series 2020A
- d. Consider Adoption of Resolution 14-2020 Approving Public Works Mutual Aid Agreements

10. City Manager's Report and Discussion Items

11. Public Forum (as necessary)

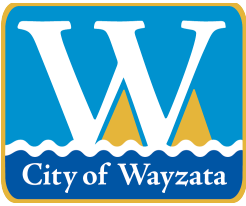
12. Adjournment

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 - April 21, 2020
Planning Commission - April 6, 2020 & April 20, 2020



City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 7.a
TITLE: Approval of City Council Special Meeting Minutes of February 27, 2020	
PROPOSED MOTION: Approval of City Council Special Meeting Minutes of February 27, 2020	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached draft minutes.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. February 27, 2020 Meeting Minutes Draft

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WAYZATA CITY COUNCIL
DRAFT – SPECIAL MEETING MINUTES
February 27, 2020

AGENDA ITEM 1. Call to Order.

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

AGENDA ITEM 2. Pledge of Allegiance.

AGENDA ITEM 3. Roll Call.

Council Members present: Buchanan, Koch, and Plechash. Also present: City Manager Dahl, Public Works Director/City Engineer Kelly, and Acting City Attorney Pratt.

AGENDA ITEM 4. Approve Agenda.

Mr. Plechash made a motion, seconded by Mr. Buchanan, to approve the agenda, as presented. The motion carried 4/0.

AGENDA ITEM 5. Public Forum.

There were no comments.

AGENDA ITEM 6. New Business.

a. Consider Awarding of Bids and Change Order for Phase 1 of Panoway on Wayzata Bay – Construction of Lake Street, Lake Street Plaza, and the Dakota Rail Regional Trail

Mr. Dahl shared the action requested, to award or reject eight separate contracts and approve change orders. He invited Mr. Kelly to present.

Mr. Kelly presented the background, a summary of bids, the recommended savings and assumptions, and bid alternates nos. one and three for site concrete. Mr. Dahl added Civitas was supportive of the two alternates. With the savings and assumptions, the all-in construction cost was \$9,190,061 which was 1.5% higher than the estimated cost.

Mr. Buchanan asked about electrical and asphalt. Mr. Dahl answered the original budgeted amount was assumed for cost. Mr. Kelly explained Stahl expected three or four bids, but was unsure why none were received. Mr. Buchanan mentioned that he was uncomfortable with the low contingency fund. Mr. Kelly said the bids were maximum lump sum numbers.

Mr. Plechash asked if the original intent to not use asphalt was due to a safety concern. Mr. Kelly said it was not safety, but to make the premiere area stand out.

Mr. Koch asked if staff was pleased with the work New Look Contracting did on the Wayzata Boulevard/Superior Boulevard intersection. Mr. Kelly said yes, he was comfortable with their work. Mr. Koch asked if the bids addressed completion timeframe. Mr. Kelly said yes, Stahl was very specific concerning work scope. Mr. Koch asked if there would be maintenance or replacement concerns for the broom finish over the sand finish. Mr. Kelly said the broom finish was easier to match in his opinion.

Mrs. McCarthy asked if staff was asking Council to approve the change order for the rebid at this time. Mr. Kelly said no, staff was unsure if the contractor was willing to do the work.

1 Mr. Koch asked for the estimates for asphalt and electrical. Mr. Kelly said
2 approximately \$390,000 and \$1.28 million respectively.

3 Mr. Buchanan asked if the asphalt bike path continued the whole length of Lake
4 Street. Mr. Kelly explained it was currently designed to be asphalt from Ferndale Road to
5 Walker Avenue and then change to colored concrete with mica from Walker Avenue to
6 Broadway Avenue. He went on to say the sidewalk by the water feature was proposed as
7 colored concrete with mica and staff did not feel the cost savings was worth it especially
8 since the goal was for that area to stand out.

9
10 Mrs. McCarthy invited those from the audience who wished to speak to come forward.

11 Stacy Carisch, Marquee Place, asked if the lack of asphalt bids would delay the
12 start. Mr. Dahl answered it should not delay the start. Ms. Carisch asked if the public had
13 access to the bid documents. Mr. Dahl said the documents were on the City's website. Ms.
14 Carisch noted the sidewalks were already different to the east and west. She asked if the
15 brushed concrete would be different than both of the current sidewalks. Mr. Kelly
16 explained the sidewalks in front of the 300 – 600 block would all be replaced and all have
17 the broom finish. Ms. Carisch concluded that she had a lot of concern over various parts
18 of the project, but was very interested in getting the sidewalks completed as soon as
19 possible. She then shared a letter from Terri Hummel, Gianni's Steakhouse. The letter
20 addressed waiving liquor licenses and the City fully funding valet.

21 Mr. Dahl said the City was working with valet companies on some ideas and would
22 work with businesses to identify the best location. He added, based on the Council's last
23 workshop, the City was going to fund all or a majority of the valet. Mrs. McCarthy added
24 that during the workshop, money was identified to fund some initiatives for business
25 disruption. She asked Mr. Dahl to talk about the conversation concerning liquor license
26 renewals. Mr. Dahl said liquor licenses and a number of other fees were discussed. It was
27 complicated because there were legal ramifications, precedents, and costs. At a minimum,
28 the City would delay receipt of fees until the end of the year. Mrs. McCarthy said \$200,000
29 was put aside to help mitigate business disruption and the conversation would be ongoing.

30 Barry Petit, 420 Peavey Lane, was glad that finally the brick sidewalks were being
31 replaced. He recommended a 3% contingency for new construction and 5% for
32 remodeling. He asked how much Three Rivers Park District was contributing. Mr. Dahl
33 said \$1.4 million. Mr. Petit commented that \$300,000 for asphalt would not cut it and was
34 displeased with New Look Contracting's work on the intersection. He said the original all-
35 in cost was \$5.8 million and now the cost was double. He said someone should be held
36 responsible and was disappointed.

37 Mrs. McCarthy asked Mr. Dahl to comment on the process getting here. Mr. Dahl
38 said staff did not have the help it needed when it went through the budgeting process the
39 first time. The biggest challenge was planning to complete the project over two seasons.
40 The cost estimate was not accurate and he took responsibility for that. He explained that
41 this time they had taken the time to hire a construction manager who was able to manage
42 the project, take the burden off staff, and reduce the cost by almost \$2.5 million. He agreed
43 that staff did not start on a good foot, but was happy with the current project.

44 Andrew Mullin, 315 Barry Avenue, commended the Council and staff for the effort
45 over the years to keep the project on track and moving forward. He acknowledged that
46 there had been mistakes, but believed the City had held true to what was laid out nine years

1 ago. The scope had changed based on desires of the community. The state of Minnesota,
2 Three Rivers Park District, commercial land owners and individuals had all donated toward
3 the project because of its value. As the Chair of the Wayzata Conservancy, a resident and
4 a business owner, he said thank you for your commitment.

5 Dan Gustafson, 1040 E Circle Drive, said he was here nine years ago, during the
6 debate, and the whole time. He remained cautiously supportive of the project, but was
7 concerned that the community had asked to not use tax dollars and that had changed. He
8 also expressed concerned that Mr. Mullin had not reported to the City how much money
9 was raised privately.

10 Mrs. McCarthy said the project north of the tracks was always planned to be funded
11 by the City. The project south of the tracks would be accomplished through private
12 funding. She asked if that had changed. Mr. Dahl said no, everything south of the tracks
13 would be funded through a combination of private and other public funds. Mr. Koch added
14 the levy had not increased to pay for any of the project. He agreed the scope had changed,
15 but said other funding sources had been identified to pay for it.

16 Mr. Mullin said there was a 990 on file and everything that had been raised or spent
17 by the Conservancy was disclosed.

18
19 McCarthy brought it back to the Council for discussion.

20 Mr. Koch was pleased with the bids and the concessions to reduce the cost. He was
21 okay with reducing the contingency because the City had maximum cost for the bids. He
22 appreciated Stahl's efforts and the value they brought. He asked them to hold the timeline
23 as much as they could control. He added there was some work to do with the businesses
24 to limit the impact and wanted to take whatever measures the Council could.

25 Mr. Buchanan agreed with Mr. Koch. He thought the best decision was hiring Stahl
26 and was supportive of staff's recommendations. He was a little uncomfortable with the
27 contingency.

28 Mr. Plechash was in favor, but also expressed concern over the contingency. He
29 said the Council would hold staff accountable. He also said staff had been held accountable
30 for past mistakes and thought it was unfair to talk about the \$5.8 million because it was not
31 a good comparison. He said the project was never meant to be free to the public.

32 Mrs. McCarthy agreed with her colleagues. She shared the sentiments concerning
33 Stahl and echoed the concerns of the businesses. She was also concerned about the
34 contingency. She said this was a big, years in the making step for the community.

35 Mr. Dahl asked if Stahl Construction could address the contingency. Wayne Stahl,
36 Stahl Construction, explained the contingency fee was meant to be a construction
37 contingency. Scopes had been prepared to cover all of the work. There could be omissions
38 and the contingency was to cover those. He thought the \$100,000 was appropriate. The
39 other type of contingency was for unforeseen conditions or scope changes. He said neither
40 of those were likely.

41 Mrs. McCarthy asked about unforeseen conditions such as the water table being
42 high. Mr. Stahl explained the cost included \$250,000 for dewatering.

43 Mrs. McCarthy asked for a motion. Mr. Buchanan made a motion, seconded by
44 Mr. Koch, to accept the Cast-in-Place Concrete bid and award the contract to Kellehr
45 Construction, Inc. in the amount of \$282,473 and authorize staff and Mayor to execute.
46 The motion carried 4/0.

1 Mr. Koch made a motion, seconded by Mr. Buchanan, to accept the Architectural
2 Precast and Masonry bid and award the contract to Hollenback & Nelson, Inc. in the
3 amount of \$383,500 and authorize staff and Mayor to execute.

4 The motion carried 4/0.

5 Mr. Plechash made a motion, seconded by Mr. Buchanan, to accept the Metals bid
6 and award the contract to Metro Manufacturing in the amount of \$236,917 and authorize
7 staff and Mayor to execute.

8 The motion carried 4/0.

9 Mr. Buchanan made a motion, seconded by Mr. Plechash, to reject all Electrical
10 bids and authorize staff and Stahl to rebid this work scope.

11 The motion carried 4/0.

12 Mr. Koch made a motion, seconded by Mr. Plechash, to accept the Earthwork and
13 Utilities bid and award the contract to New Look Contracting, Inc. in the amount of
14 \$2,839,000 and authorize staff and Mayor to execute.

15 The motion carried 4/0.

16 Mr. Plechash made a motion, seconded by Mr. Koch, to authorize staff and Stahl
17 to rebid the Asphalt Paving work scope or consider adding this work as a change order.

18 The motion carried 4/0.

19 Mr. Buchanan made a motion, seconded by Mr. Koch, to accept the Site Concrete
20 bid and award the contract to Curb Masters in the amount of \$2,165,875.70; to accept
21 Alternates 1 and 3; and, to authorize staff and Mayor to execute.

22 The motion carried 4/0.

23 Mr. Koch made a motion, seconded by Mr. Plechash, to accept the Landscaping
24 and Irrigation bid and award the contract to Greenscape Companies, Inc. in the amount of
25 \$529,600 and authorize staff and Mayor to execute.

26 The motion carried 4/0.

27 Mr. Plechash made a motion, seconded by Mr. Koch, to approve Change Order No.
28 1 with New Lock Contracting, Inc. for a savings of \$250,000 related to Earthwork and
29 Utilities.

30 The motion carried 4/0.

31
32 Mr. Dahl said the next steps were to rebid the remaining contracts, work to prepare
33 financial documents, and continue working with businesses to solidify a plan to mitigate
34 disruption. An open house would be held with property and business owners along Lake
35 Street in the project area. Also, a broader communication plan would be launched.

36 Mrs. McCarthy asked about the resolution extending work hours. Mr. Dahl said
37 yes, it would come before the Council at the next Council meeting.

38 Mr. Plechash agreed with an earlier statement that the pain the business owners
39 suffered was more real. He said the Council was going to continue to work to find relief
40 for the businesses.

41
42 **AGENDA ITEM 7. Public Forum Continued (if necessary).**

43 There were no comments.

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1 **AGENDA ITEM 8. Adjournment.**

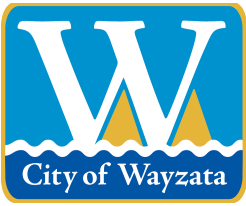
2 There being no further business, Mayor Willcox asked for a motion to adjourn. Mr.
3 Buchanan made a motion, seconded by Mr. Koch to adjourn. Mayor Willcox adjourned
4 the special meeting at 8:18
5 p.m.

6
7 Respectfully submitted,

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11 Kathy Leervig
12 City Clerk

13
14 Drafted by Sarah Peterson
15 *TimeSaver Off Site Secretarial, Inc.*

DRAFT



City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 7.b
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks for February and March 2020	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeff Dahl, City Manager, Aurora Yager, Administrative Services Director	

ACTION REQUESTED:

Staff recommends approval of the payment of checks.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Detail Check Register - February & March 2020

CITY OF WAYZATA

***Check Summary Register©**

Batch: Post Checks

Name	Check Date	Check Amt	
10100 Old National			
115839	ARTISAN BEER COMPANY	3/2/2020	\$220.50 BEER
115840	BREAKTHRU BEVERAGE MN	3/2/2020	\$1,473.09 BEER
115841	CAPITOL BEVERAGE SALES	3/2/2020	\$739.00 BEER
115842	CINTAS CORPORATION	3/2/2020	\$324.12 KITCHEN UNIFORMS
115843	COZZINI BROS., INC.	3/2/2020	\$119.68 KNIFE EXCHANGE
115844	DAHLHEIMER DISTRIBUTING CO	3/2/2020	\$810.00 BEER
115845	DETAILED SERVICES	3/2/2020	\$290.44 CARPET CLEANED
115846	HOHENSTEINS INC.	3/2/2020	\$184.50 BEER
115847	JJ TAYLOR DISTRIBUTING OF M	3/2/2020	\$837.30 BEER
115848	JUNKYARD BREWING COMPAN	3/2/2020	\$213.00 BEER
115849	KARLSBURGER FOODS, INC.	3/2/2020	\$400.45 FOOD
115850	MAIN STREET BAKERY	3/2/2020	\$616.50 FOOD RESALE
115851	MODIST BREWING CO. LLC	3/2/2020	\$360.00 BEER
115852	NEW FRANCE WINE COMPANY	3/2/2020	\$146.00 FREIGHT
115853	NORTHWESTERN FRUIT COMPA	3/2/2020	\$3,484.40 LIQUOR
115854	PHILLIPS WINES & SPIRITS	3/2/2020	\$47.00 LIQUOR
115855	REINHART FOODSERVICE	3/2/2020	\$28,047.30 LIQUOR
115856	SOUTHERN GLAZER`S OF MN	3/2/2020	\$5,406.97 FREIGHT
115857	STEEL TOE BREWING	3/2/2020	\$200.00 BEER
115858	T.D. ANDERSON INC.	3/2/2020	\$410.00 BEER LINE SERVICE
115859	TOLL GAS & WELDING SUPPLY	3/2/2020	\$202.17 SUPPLIES
115860	TRIMARK	3/2/2020	\$1,008.80 BAR SUPPLIES
115861	TRIO SUPPLY COMPANY	3/2/2020	\$2,396.15 PROMO FOOD
115862	TRUE BRANDS	3/2/2020	\$261.16 SUPPLIES
115863	VAN PAPER COMPANY	3/2/2020	\$924.19 KITCHEN SUPPLIES
115864	WINE MERCHANT	3/2/2020	\$553.32 WINE
115865	AT&T MOBILITY	3/3/2020	\$165.97 SERVICE
115866	AT&T MOBILITY	3/3/2020	\$381.38 SERVICE
115867	CINTAS CORPORATION	3/3/2020	\$89.22 BLDG.SUPPLIES
115868	CIVITAS INC.	3/3/2020	\$27,876.28 LAKE EFFECT
115869	ECM PUBLISHERS, INC.	3/3/2020	\$285.60 SEWER REHAB BIDS
115870	FERGUSON ENTERPRISES, INC.	3/3/2020	\$284.85 SUPPLIES
115871	FUZZY DUCK DESIGN	3/3/2020	\$1,531.58 DOMAIN PURCHASE
115872	GRAINGER, INC.	3/3/2020	\$479.19 TOOLS
115873	HOEFKER, TROY	3/3/2020	\$272.64 UNIFORMS
115874	HOME DEPOT	3/3/2020	\$153.47 BLDG.MAINT.SUPPLIES
115875	JIMMY`S JOHNNYS	3/3/2020	\$230.00 PARKS SERVICE
115876	JONES, REBECCA	3/3/2020	\$27.62 MEALS
115877	KAUFMAN-BOOM, JULIE	3/3/2020	\$25.99 PAYROLL MEETING
115878	LEAGUE OF MN.CITIES	3/3/2020	\$530.00 STORMWATER COALITION
115879	LUBE TECH	3/3/2020	\$224.98 DEGREASER
115880	MACQUEEN EQUIPMENT, INC.	3/3/2020	\$958.51 PARTS
115881	MARCO	3/3/2020	\$1,556.73 COPIER MAINT.
115882	MCCARTHY, TIMOTHY	3/3/2020	\$24.93 MILEAGE & MEAL REIMB.
115883	MEDIACOM	3/3/2020	\$374.88 SERVICE
115884	METRO ELEVATOR, INC.	3/3/2020	\$320.00 ELEVATOR MAINT.
115885	METRO WEST INSPECTION SER	3/3/2020	\$3,538.75 BLDG.INSPECTION SERVICES
115886	MINNETONKA SPORTSMEN, INC	3/3/2020	\$200.00 MEMBERSHIP DUES
115887	MN POLLUTION CONTROL AGEN	3/3/2020	\$23.00 COLLECTION SYSTEM CONFERENCE
115888	MYHRAN, BENNETT	3/3/2020	\$259.97 UNIFORMS
115889	QUALITY WATER PRODUCTS N	3/3/2020	\$3,451.95 5' GALV SPRING
115890	RISVOLD, MICHAEL	3/3/2020	\$181.71 MTG.MEALS
115891	SPRINT	3/3/2020	\$39.99 FD SERVICE
115892	STAR TRIBUNE	3/3/2020	\$91.00 SUBSCRIPTION RENEWAL

CITY OF WAYZATA

***Check Summary Register©**

Batch: Post Checks

Name	Check Date	Check Amt	
115893	TIME SAVER	3/3/2020	\$296.00 MTG.MINUTES
115894	TRI-CITY	3/3/2020	\$63.00 WATER ANALYSIS
115895	WILSON, DAVID	3/3/2020	\$175.96 REIMB
115896	ASSOCIATED BENEFITS AND RI	3/4/2020	\$2,253.00 LIQ.LIAB.AUDIT ADDITION
115897	METROPOLITAN COUNCIL	3/9/2020	\$2,460.15 FEBRUARY SAC FEES
115898	ADVANCED IMAGING SOLUTION	3/10/2020	\$60.36 TONER FREIGHT
115899	ARTISAN BEER COMPANY	3/10/2020	\$69.14 BEER RESALE
115900	BELLBOY BAR SUPPLY CORP.	3/10/2020	\$250.60 FREIGHT
115901	BREAKTHRU BEVERAGE MN	3/10/2020	\$5,524.07 FREIGHT
115902	CAPITOL BEVERAGE SALES	3/10/2020	\$2,389.90 BEER
115903	CINTAS CORPORATION	3/10/2020	\$162.06 KITCHEN UNIFORMS
115904	CLEAR RIVER BEVERAGE CO.	3/10/2020	\$350.00 BEER
115905	CONVERGINT TECHNOLOGIES	3/10/2020	\$259.00 TRIP CHARGE
115906	DAHLHEIMER DISTRIBUTING CO	3/10/2020	\$2,016.85 BEER
115907	DIRECTV	3/10/2020	\$320.63 SERVICE
115908	INBOUND BREWCO	3/10/2020	\$192.00 BEER
115909	JJ TAYLOR DISTRIBUTING OF M	3/10/2020	\$2,521.30 BEER
115910	JOHNSON BROS.-ST.PAUL	3/10/2020	\$8,738.78 FREIGHT
115911	JUNKYARD BREWING COMPAN	3/10/2020	\$188.00 FREIGHT
115912	LUPULIN BREWING	3/10/2020	\$137.00 BEER
115913	M.AMUNDSON LLP	3/10/2020	\$844.37 CIGARETTES
115914	MAIN STREET BAKERY	3/10/2020	\$342.20 FOOD RESALE
115915	MAVERICK WINE CO.	3/10/2020	\$1,734.00 FREIGHT
115916	MINNEHAHA BLDG.MAINT.INC.	3/10/2020	\$116.13 BLDG.MAINT.
115917	MODIST BREWING CO. LLC	3/10/2020	\$284.25 BEER
115918	MOOD MEDIA	3/10/2020	\$126.30 OVERHEAD MUSIC
115919	NEW FRANCE WINE COMPANY	3/10/2020	\$1,428.00 FREIGHT
115920	NORTHWESTERN FRUIT COMPA	3/10/2020	\$1,370.25 LIQUOR
115921	PAUSTIS & SONS	3/10/2020	\$905.75 FREIGHT
115922	PHILLIPS WINES & SPIRITS	3/10/2020	\$2,854.22 LIQUOR
115923	SHAMROCK GROUP	3/10/2020	\$98.37 FREIGHT
115924	SMALL LOT MN	3/10/2020	\$162.01 FREIGHT
115925	SOUTHERN GLAZER`S OF MN	3/10/2020	\$7,516.80 WINE
115926	TRIMARK	3/10/2020	\$266.08 BAR SUPPLIES
115927	TRIO SUPPLY COMPANY	3/10/2020	\$1,220.70 BAR SUPPLIES
115928	TWIN CITY GARAGE DOOR CO.	3/10/2020	\$276.50 DOOR REPAIRS
115929	VAN PAPER COMPANY	3/10/2020	\$116.69 KITCHEN SUPPLIES
115930	WAYZATA FIRE RELIEF ASSOC.	3/10/2020	\$300.00 STORE ADVERTISEMENT
115931	WINE COMPANY	3/10/2020	\$808.40 LIQUOR RESALE
115932	WINE MERCHANT	3/10/2020	\$3,676.38 WINE
115933	ACME TOOLS	3/11/2020	\$179.00 TOOLS
115934	ADVANTAGE HEALTH CORPORA	3/11/2020	\$603.00 WELLNESS PROGRAM
115935	AEM FINANCIAL SOLUTIONS	3/11/2020	\$6,543.00 FINANCE DIR.SERVICES
115936	AIRTECH	3/11/2020	\$184.00 LIBRARY MAINT.
115937	ANCHOR SCIENTIFIC INC.	3/11/2020	\$62.00 PARTS
115938	AT&T - FIRSTNET	3/11/2020	\$648.40 PD SERVICE
115939	ATLAS BUSINESS SOLUTIONS, I	3/11/2020	\$600.00 PD SOFTWARE
115940	AXON ENTERPRISES, INC	3/11/2020	\$3,432.00 PD TASERS
115941	BANYON DATA SYSTEMS	3/11/2020	\$485.00 POS SUPPORT
115942	BERRY COFFEE COMPANY	3/11/2020	\$96.77 COFFEE MAKER SUPPLIES
115943	BEST & FLANAGAN	3/11/2020	\$17,730.00 PLANNING COMMISSION TRAINING
115944	CENTERPOINT ENERGY	3/11/2020	\$6,082.30 SERVICE
115945	CINTAS CORPORATION	3/11/2020	\$56.40 MV SUPPLIES
115946	CULLIGAN-BOTTLED WATER	3/11/2020	\$115.05 SUPPLIES
115947	DOCK AND LIFT, INC.	3/11/2020	\$132.41 DOCK PARTS

CITY OF WAYZATA

***Check Summary Register©**

Batch: Post Checks

Name	Check Date	Check Amt	
115948	FASTENAL	3/11/2020	\$9.23 PARTS
115949	FINANCE AND COMMERCE	3/11/2020	\$325.28 2020 SANITARY SEWER REHABILITATION
115950	GARELICK STEEL CO.	3/11/2020	\$357.25 PARTS
115951	GOPHER ACE TRU VALUE	3/11/2020	\$228.05 SUPPLIES
115952	GOPHER STATE ONE CALL	3/11/2020	\$44.55 MONTHLY LOCATES
115953	GRAINGER, INC.	3/11/2020	\$73.68 PARTS
115954	HENN.CNTY.INFO.TECH.DEPT.	3/11/2020	\$5,684.42 RADIO LEASE
115955	HENNEPIN COUNTY TREASURE	3/11/2020	\$2,785.51 COUNTY REFUSE TAX
115956	HTG ARCHITECTS	3/11/2020	\$1,869.80 CITY HALL REMODEL
115957	INGERSOLL RAND INDUSTRIAL	3/11/2020	\$312.69 PARTS
115958	J.H. LARSON COMPANY	3/11/2020	\$166.20 LIGHTS
115959	LANO EQUIPMENT, INC.	3/11/2020	\$50.68 PARTS
115960	LAW ENFORCEMENT LABOR SE	3/11/2020	\$558.00 PD UNION DUES
115961	LOCKRIDGE GRINDAL NAUEN P	3/11/2020	\$3,333.33 LAKE EFFECT LOBBYIST
115962	LOFFLER COMPANIES, INC.	3/11/2020	\$11,955.43 COMPUTER REPLACEMENT
115963	MACQUEEN EQUIPMENT, INC.	3/11/2020	\$5,984.84 AUGER W/ICE CHIPPERS WK-800
115964	MADDEN, GALANTER, HANSEN,	3/11/2020	\$109.35 LABOR RELATIONS
115965	MANSFIELD OIL COMPANY	3/11/2020	\$4,394.28 FUEL
115966	MAPLE GROVE, CITY OF	3/11/2020	\$1,710.00 GUN RANGE RENTAL-PD
115967	MEDIACOM	3/11/2020	\$1,620.00 WTP
115968	METRO SALES INC.	3/11/2020	\$116.00 PD COPIER SUPPLIES
115969	METROPOLITAN COUNCIL	3/11/2020	\$40,966.40 SEWER SERVICE
115970	NAPA AUTO PARTS	3/11/2020	\$194.52 PD PARTS
115971	NEW HISTORY	3/11/2020	\$1,680.00 SECTION FOREMAN HOUSE
115972	NEWMAN TRAFFIC SIGNS	3/11/2020	\$271.42 STREET SIGNS
115973	NIERMAN, SAM	3/11/2020	\$31.98 REIMB
115974	NORTH MEMORIAL	3/11/2020	\$840.00 PD TRAINING
115975	NORTHERN TOOL & EQUIPMEN	3/11/2020	\$101.90 PARTS/SUPPLIES
115976	OPG-3, INC.	3/11/2020	\$2,734.00 LASERFISCHE SOFTWARE
115977	POPP TELECOM	3/11/2020	\$645.02 SERVICE
115978	RADERMACHER, KURT	3/11/2020	\$192.85 MILEAGE
115979	SOUTHWEST ASSESSING	3/11/2020	\$4,455.85 SUPPLIES
115980	SRF CONSULTING GROUP, INC.	3/11/2020	\$1,019.33 COMP.PLAN
115981	SUPPLY SOLUTIONS LLC	3/11/2020	\$54.08 BLDG.SUPPLIES
115982	UPS STORE	3/11/2020	\$12.79 SHIPPING
115983	VAN PAPER COMPANY	3/11/2020	\$199.93 SUPPLIES
115984	WAYZATA, CITY OF	3/11/2020	\$8,042.51 REGISTERING 2020 MACK/VACTOR-PW VE
115985	WILLIAMS, TRAVIS	3/11/2020	\$206.07 REIMB FOR SUPPLIES
115986	XCEL ENERGY	3/11/2020	\$22,292.94 SERVICE
115987	ZERO WASTE USA	3/11/2020	\$217.78 DOG WASTE BAGS
115988	AMERICAN FISH & SEAFOOD, IN	3/16/2020	\$350.65 FOOD
115989	BREAKTHRU BEVERAGE MN	3/16/2020	\$1,806.59 BEER
115990	CAPITOL BEVERAGE SALES	3/16/2020	\$669.00 BEER
115991	CINTAS CORPORATION	3/16/2020	\$162.06 KITCHEN SUPPLIES
115992	DAHLHEIMER DISTRIBUTING CO	3/16/2020	\$423.00 BEER
115993	KARLSBURGER FOODS, INC.	3/16/2020	\$332.30 FOOD
115994	MAIN STREET BAKERY	3/16/2020	\$241.40 FOOD RESALE
115995	NORTHWESTERN FRUIT COMPA	3/16/2020	\$431.10 FOOD
115996	REINHART FOODSERVICE	3/16/2020	\$16,472.33 MISC.BEV.
115997	STEEL TOE BREWING	3/16/2020	\$150.00 BEER
115998	TRIO SUPPLY COMPANY	3/16/2020	\$1,107.81 PROMO FOOD
115999	VAN PAPER COMPANY	3/16/2020	\$341.11 KITCHEN SUPPLIES
116000	WAYZATA CHAMBER OF COMM	3/16/2020	\$335.00 MEMBERSHIP
116001	AT&T - FIRSTNET	3/17/2020	\$313.73 FD SERVICE
116002	BANK OF AMERICA	3/17/2020	\$1,057.83 FD SUPPLIES

CITY OF WAYZATA

***Check Summary Register©**

Batch: Post Checks

Name	Check Date	Check Amt	
116003	BRUNKEN, JOSHUA	3/17/2020	\$14.45 SUPPLIES
116004	CINTAS CORPORATION	3/17/2020	\$56.40 MV SUPPLIES
116005	CLAREY'S SAFETY EQUIPMENT	3/17/2020	\$229.42 FD TOOLS
116006	ECM PUBLISHERS, INC.	3/17/2020	\$511.70 WAYZATA LAKE EFFECT BIDS
116007	ELAN-CARDMEMBER SERVICES	3/17/2020	\$5,004.36 PD TRAINING
116008	KIRVIDA FIRE, INC.	3/17/2020	\$589.98 FD TRUCK REPAIRS
116009	LEAGUE OF MN CITIES INS.TRU	3/17/2020	\$148,197.00 PROP/CASUALTY COVERAGE PERIOD 1/1/2
116010	LEE GILBERT	3/17/2020	\$175.00 MATERIALS & REPAIR OF WOOD BARREL
116011	LEXISNEXIS RISK DATA	3/17/2020	\$33.00 PD SERVICE
116012	LOFFLER COMPANIES, INC.	3/17/2020	\$398.00 PD MONITORS
116013	MACQUEEN EQUIPMENT, INC.	3/17/2020	\$305,723.00 2020 VACTOR -SEWER VAC TRUCK SERIAL
116014	MARCO	3/17/2020	\$107.73 COPIER MAINT.
116015	MINNESOTA EQUIPMENT	3/17/2020	\$294.79 PARTS
116016	MN DEPT.OF LABOR & INDUSTR	3/17/2020	\$10.00 BOILER
116017	NAPA AUTO PARTS	3/17/2020	\$79.68 PARTS
116018	NORTHERN TOOL & EQUIPMEN	3/17/2020	\$15.99 PARTS
116019	OFFICE DEPOT	3/17/2020	\$303.51 SUPPLIES
116020	PIRTEK	3/17/2020	\$65.69 PARTS
116021	POTTERS INDUSTRIES LLC	3/17/2020	\$618.00 STREET MARKING SUPPLIES
116022	RANDY'S SANITATION	3/17/2020	\$27,612.41 DRIVE-UP
116023	SALONEK, BRIAN	3/17/2020	\$268.80 HENNEPIN TECH DUES
116024	SHERIDAN SHEET METAL COMP	3/17/2020	\$23,980.00 PW GUTTERS
116025	SNAP-ON INDUSTRIAL	3/17/2020	\$550.03 SHOP TOOL
116026	STANTEC CONSULTING SERVIC	3/17/2020	\$2,785.65 SEWER COMP PLAN
116027	STREICHER'S	3/17/2020	\$119.98 PD UNIFORMS
116028	SUBURBAN TIRE WHOLESALE I	3/17/2020	\$129.00 PD TIRES
116029	THERMA-STOR	3/17/2020	\$3,621.15 WELL EQUIPMENT
116030	TOTAL FILTRATION SERVICES, I	3/17/2020	\$79.05 SUPPLIES
116031	TRUAX PATIENT SERVICES	3/17/2020	\$450.00 NARCAN
116032	ULINE	3/17/2020	\$65.89 BLDG. SUPPLIES
116033	VOLUNTEER FIREFIGHTERS'	3/17/2020	\$189.00 FD DUES
116034	WAGNER, JASON	3/17/2020	\$23.00 MILEAGE
116035	WARNING LITES	3/17/2020	\$245.50 STORMWATER PROJECT - WAYZATA BLVD
116036	WESTSIDE WHOLESALE TIRE	3/17/2020	\$608.92 TIRES
116037	WSB & ASSOCIATES	3/17/2020	\$7,522.00 545 INDIAN MOUND
116038	ARTISAN BEER COMPANY	3/23/2020	\$383.15 BEER
116039	BELLBOY BAR SUPPLY CORP.	3/23/2020	\$822.36 MISC.MIX
116040	BLACK STACK BREWING INC	3/23/2020	\$316.00 BEER
116041	BREAKTHRU BEVERAGE MN	3/23/2020	\$14,448.44 LIQUOR
116042	CAPITOL BEVERAGE SALES	3/23/2020	\$2,834.05 BEER
116043	CINTAS CORPORATION	3/23/2020	\$245.66
116044	CLEAR RIVER BEVERAGE CO.	3/23/2020	\$164.00 BEER
116045	COCA-COLA	3/23/2020	\$522.56 MISC MIX
116046	COZZINI BROS., INC.	3/23/2020	\$45.59 KNIFE EXCHANGE
116047	DAHLHEIMER DISTRIBUTING CO	3/23/2020	\$375.55 BEER
116048	HEADFLYER BREWING	3/23/2020	\$594.00 BEER
116049	HOHENSTEINS INC.	3/23/2020	\$603.45 BEER RESALE
116050	INBOUND BREWCO	3/23/2020	\$92.00 BEER
116051	JJ TAYLOR DISTRIBUTING OF M	3/23/2020	\$5,040.90 BEER
116052	JOHNSON BROS.-ST.PAUL	3/23/2020	\$7,901.06 FREIGHT
116053	LIBATION PROJECT	3/23/2020	\$129.50 FREIGHT
116054	M.AMUNDSON LLP	3/23/2020	\$1,832.88 CIGARETTES
116055	MAIN STREET BAKERY	3/23/2020	\$333.40 FOOD RESALE
116056	MAVERICK WINE CO.	3/23/2020	\$1,400.27 WINE
116057	MN DEPT.OF PUBLIC SAFETY-1	3/23/2020	\$300.00 CATERING LICENSE 2020

CITY OF WAYZATA

***Check Summary Register©**

Batch: Post Checks

Name	Check Date	Check Amt	
116058	MODIST BREWING CO. LLC	3/23/2020	\$525.25 BEER
116059	NEW FRANCE WINE COMPANY	3/23/2020	\$122.00 FREIGHT
116060	NORTHWESTERN FRUIT COMPA	3/23/2020	\$684.15 LIQUOR
116061	PAUSTIS & SONS	3/23/2020	\$2,041.50 FREIGHT
116062	PHILLIPS WINES & SPIRITS	3/23/2020	\$4,491.85 WINE
116063	PLUNKETT'S PEST CONTROL	3/23/2020	\$82.66 SERVICE
116064	PRYES BREWING COMPANY LL	3/23/2020	\$436.00 BEER
116065	REINHART FOODSERVICE	3/23/2020	\$12,252.90 KITCHEN SUPPLIES
116066	SMALL LOT MN	3/23/2020	\$149.00 FREIGHT
116067	SOUTHERN GLAZER`S OF MN	3/23/2020	\$15,955.96 LIQUOR
116068	STEEL TOE BREWING	3/23/2020	\$336.00 BEER
116069	SUNBURST CHEMICALS, INC.	3/23/2020	\$92.58 DISHWASHER LEASE
116070	T.D. ANDERSON INC.	3/23/2020	\$110.00 BEER LINE SERVICE
116071	TOLL GAS & WELDING SUPPLY	3/23/2020	\$84.02 SUPPLIES
116072	TRADITION WINE & SPIRITS	3/23/2020	\$165.00 FREIGHT
116073	TRIMARK	3/23/2020	\$415.54 KITCHEN SUPPLIES
116074	TRIO SUPPLY COMPANY	3/23/2020	\$1,754.48 KITCHEN SUPPLIES
116075	VAN PAPER COMPANY	3/23/2020	\$305.68 KITCHEN SUPPLIES
116076	VINOCOPIA	3/23/2020	\$660.00 WINE
116077	WAYZATA LIONS	3/23/2020	\$75.00 PLACEMAT AD-WAFFLE BREAKFAST
116078	WINE COMPANY	3/23/2020	\$1,796.82 LIQUOR
116079	WINE MERCHANT	3/23/2020	\$7,879.35 WINE
116080	WINEBOW	3/23/2020	\$865.75 WINE RESALE
116081	WOODEN HILL BREWING COMP	3/23/2020	\$59.70 BEER
116082	WRS IMPORTS LLC	3/23/2020	\$158.50 LIQUOR
116083	ALEX AIR APPARATUS, INC.	3/24/2020	\$901.78 FD SAFETY EQUIP
116084	ANCOM	3/24/2020	\$49.85 SUPPLIES
116085	BEST & FLANAGAN	3/24/2020	\$21,782.00 401 LAKE ST LOTHENBACK ESCROW PROJ
116086	CLAREY'S SAFETY EQUIPMENT	3/24/2020	\$288.43 FD TOOLS
116087	CMP ATTACHMENTS LLC	3/24/2020	\$1,360.00 PARTS
116088	CMT JANITORIAL SERVICES	3/24/2020	\$2,595.00 MONTHLY CLEANING
116089	DELANO RENTAL	3/24/2020	\$422.44 TRENCH WACKER RENTAL
116090	DELTA DENTAL OF MINNESOTA	3/24/2020	\$3,234.05 DENTAL INS. - APR.2020
116091	ECM PUBLISHERS, INC.	3/24/2020	\$83.30 CONSTRUCTION HOURS EXTENDED
116092	EHLERS	3/24/2020	\$8,625.00 401 LAKE ST ESCROW PROJECT
116093	FIDELITY SECURITY LIFE	3/24/2020	\$93.48 VISION INS.-APR2020
116094	FUZZY DUCK DESIGN	3/24/2020	\$900.00 SOCIAL MEDIA SERVICES
116095	HEIDER, NICK	3/24/2020	\$24.68 STAFF MEETING REIMB
116096	HERC-U-LIFT	3/24/2020	\$836.54 HOIST REPAIR
116097	INTEGRATED PROCESS SOLUTI	3/24/2020	\$1,216.00 SRV WATER PLANT 3
116098	INTERSTATE BATTERY SYSTEM	3/24/2020	\$34.95 PARTS/SUPPLIES
116099	LAKE MINNETONKA GARDEN CL	3/24/2020	\$75.00 CANCELLED RENT 4/16/20
116100	LANO EQUIPMENT, INC.	3/24/2020	\$95.93 REPAIRS
116101	LEAGUE OF MN CITIES INS.TRU	3/24/2020	\$192,871.00 2020 WORK COMP.INSURANCE
116102	LORETTO AUTO RECONDITION	3/24/2020	\$3,066.09 SQUAD REPAIRS
116103	M.M.K.R. & COMPANY	3/24/2020	\$3,600.00 AUDIT
116104	MANSFIELD OIL COMPANY	3/24/2020	\$2,657.75 FUEL
116105	MEDIACOM	3/24/2020	\$356.90 SERVICE
116106	MILLER, FRED	3/24/2020	\$1,800.00 Comments
116107	MINNESOTA EQUIPMENT	3/24/2020	\$22.77 SUPPLIES
116108	MN BATTERY LLC	3/24/2020	\$89.75 BATTERIES
116109	MYHRAN, BENNETT	3/24/2020	\$31.98 GARDEN BULBS
116110	NAPA AUTO PARTS	3/24/2020	\$51.60 PARTS
116111	NEW HISTORY	3/24/2020	\$1,350.00 SECTION FOREMAN HOUSE
116112	OFFICE DEPOT	3/24/2020	\$81.42 SUPPLIES

CITY OF WAYZATA

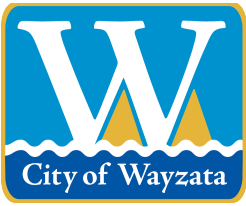
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Page 6

***Check Summary Register©**

Batch: Post Checks

	Name	Check Date	Check Amt	
116113	OTTEN BROTHERS	3/24/2020	\$14.99	SUPPLIES
116114	PITNEY BOWES	3/24/2020	\$175.44	METER RENTAL
116115	POPP TELECOM	3/24/2020	\$640.43	
116116	POPPITZ CONSTRUCTION	3/24/2020	\$33.00	PERMIT REFUND #2019-00573
116117	RAILROAD MANAGEMENT CO. III	3/24/2020	\$258.95	
116118	RJM CONSTRUCTION, LLC	3/24/2020	\$30,871.41	CITY HALL REMODEL
116119	RON CLARK CONSTRUCTION	3/24/2020	\$1,100.00	DAMAGE DEPOSIT REFUND PERMIT #2019-
116120	TERMINAL SUPPLY CO.	3/24/2020	\$140.84	PARTS
116121	UPS STORE	3/24/2020	\$11.67	SHIPPING
116122	VAN PAPER COMPANY	3/24/2020	\$19.78	SUPPLIES
116123	WIDMER CONSTRUCTION LLC	3/24/2020	\$6,698.69	STORMSEWER MAINT.
116124	CASH - OLD NATIONAL	3/26/2020	\$4,000.00	PETTY CASH
	Total Checks		\$1,246,248.09	



City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 7.c
TITLE: Approval of Municipal Licenses	
PROPOSED MOTION: To Approve the Municipal Licenses at Attached	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the municipal licenses.

FINANCIAL OR BUDGET CONSIDERATION:

The 2020 General Budget estimates liquor license revenue of \$129,000. License holders were given an opportunity to defer their payments until December 31, 2020 due to the Panoway Construction Project.

The City is currently exploring options to help with reduction of these fees for restaurants that are impacted by Panoway. A more detailed plan will be provided to the Council yet this month.

BACKGROUND:

The list of Municipal Licenses for City Council consideration includes the annual On-Sale and Off-Sale Liquor License renewals for 2020-2021.

The Grocer's Table LLC was approved by the council in 2019 for On-Sale Wine and On-Sale 3.2% Malt Beverage licenses. The restaurant was scheduled to open approximately April 1, 2020. Due to COVID19, the restaurant owner, is delaying the opening for approximately 8 weeks. The license should be renewed with the other licenses for 2020.

ATTACHMENTS:

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

04/07/2020

LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

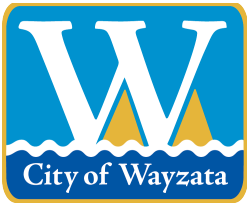
Recommended for approval, pending staff review for completeness of application materials

Annual On-Sale Club Licenses & Sunday On-Sale Club License 5/1/2020 to 4/30/2021	
American Legion 118 DBA "Ernest Aselton Post"	949 Wayzata Boulevard East
Wayzata Country Club DBA "Wayzata Country Club"	200 Wayzata Boulevard West
Woodhill Country Club Inc. DBA "Woodhill Country Club"	200 Woodhill Road
Annual Micro-Brewery Off-Sale Malt Liquor License (Growler Sales License) & Sunday Micro-Brewery Off-Sale Malt Liquor License (Sunday Growler Sales License) 5/1/2020-4/30/2021	
Wayzata Brew Works DBA Wayzata Brew Works	294 Grove Lane East, Suite 150
Annual Micro-Brewery On-Sale Taproom Liquor License & Sunday Micro-Brewery On-Sale Taproom 5/1/2020-4/30/2021	
Wayzata Brew Works DBA Wayzata Brew Works	294 Grove Lane East, Suite 150
Annual On-Sale Intoxicating Liquor & Sunday On-Sale Intoxicating Liquor License 5/1/2020 to 4/30/2021	
Baja Haus, LLC DBA "Baja Haus"	830 Lake Street East
Bellecour LLC DBA "Bellecour"	739 Lake Street
Bob and Weave LLC DBA "6 Smith"	294 Grove Lane East
Bohland Hotel Group LLC DBA "Hotel Landing" and "ninetyfive" Restaurant	925 Lake Street East
CoV Entertainment LLC DBA "CoV Wayzata"	700 Lake Street East
Gianni's LLC DBA "Gianni's Steakhouse"	635 Lake Street East
McCormick Hospitality Group, LLC DBA "McCormick's"	331 Broadway Avenue South
Sakana Sushi Inc. DBA "Sakana"	683 Lake Street East
Shake and Bake LLC DBA "Benedict's"	845 Lake Street East
Sushi Fix Holdings LLC DBA Sushi Fix	862 Lake St E
Wayzata Bar & Grill	747 Mill Street
Annual On-Sale Wine & On-Sale 3.2% Malt Beverage Licenses 5/1/2020 to 4/30/2021	
Civitali Restaurant Group DBA "Punch Neapolitan Pizza"	1313 Wayzata Boulevard East, Suite 100
D'Amico & Sons, LLC DBA "D'Amico & Sons"	810 Lake Street East
Homan Corporation DBA "Maggie's Restaurant"	844 Lake Street East
My Burger LLC DBA My Burger	1330 Wayzata Blvd
New Wang Hua Inc. DBA Jade Fountain Chinese Restaurant	838 Lake Street East
The Grocer's Table LLC DBA The Grocer's Table	326 Broadway Ave S
Annual Off-Sale 3.2 Percent Malt Liquor License 5/1/2020 to 4/30/2021	
Holiday Stationstores LLC DBA Holiday Stationstore	1325 Wayzata Blvd E
Annual Off-Sale Wine Intoxicating Liquor & Sunday Off-Sale Intoxicating Liquor License 5/1/2020 to 4/30/2021	
Wayzata Wine & Spirits	747 Mill Street

WERE APPROVED ADMINISTRATIVELY

2020 Gas Fitter's License Renewals	
KB Mechanical, Inc.	Moundsview, MN

2020 Tree Removal and Treatment License Renewals	
Holtz Firewood & Tree Service, LLC	Royalton, MN



City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 7.d
TITLE: Receipt of Police Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Heather McKown, Police Records Supervisor	
REVIEWED BY: Jeff Dahl, City Manager, Mike Risvold, Police Chief	

ACTION REQUESTED:

The attached February 2020 Police Activity Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. February 2020 Police Activity Report

**WAYZATA POLICE DEPARTMENT
ACTIVITY REPORT – FEBRUARY 2020**

DWI

Reported: 02-28-2020 2200

Report of a hit and run. 42-year-old male from Maple Plain arrested for driving under the influence of alcohol. Tested .19

Addresses Involved

Hwy 12 & Co Rd 15, Wayzata, MN 55391

Names Involved

(Arrested)Klaers, Joshua Richard (Age: 42)

Theft

Reported: 02-27-2020 1306

Report of a theft. 21-year-old male from New Hope arrested for theft. Transported to jail.

Addresses Involved

600 block of Wayzata Blvd E, Wayzata, MN 55391

Names Involved

(Arrested)Cannon, Devante Robert (Age: 21)

Theft from Vehicle

Reported: 02-26-2020 1552

Report of a theft from a vehicle. Loss \$240.

Addresses Involved

600 block of Lake St E, Wayzata, MN 55391

Warrant

Reported: 02-26-2020 1352

52-year-old female from Wayzata arrested for trespassing and an outstanding warrant. Transported to jail.

Addresses Involved

100 block of Central Ave S, Wayzata, MN 55391

Names Involved

(Arrested)Becton, Eve Tatiana (Age: 52)

Burglary-Residential

Reported: 02-24-2020 1530

Report of a burglary. Unknown loss amount at this time.

Addresses Involved

200 block of Barry Ave S, Wayzata, MN 55391

Burglary-Commercial

Reported: 02-23-2020 1800

Report of a burglary. Unknown loss amount at this time.

Addresses Involved

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

Burglary-Residential

Reported: 02-23-2020 1310

Report of a burglary. Unknown loss amount at this time.

Addresses Involved

400 block of Wayzata Blvd E, Wayzata, MN 55391

DWI

Reported: 02-20-2020 1802

49-year-old female from Chanhassen arrested for driving under the influence of alcohol. Tested .21

Addresses Involved

Bushaway Rd & Wayzata Blvd E, Wayzata, MN 55391

Names Involved

(Arrested)Koland, Shelley Oconnor (Age: 49)

Theft**Reported: 02-14-2020 1317**

Report of a theft. Loss \$699.

Addresses Involved

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

Names Involved

(Arrested)Merchant, Shani Jamila (Age: 43)

(Arrested)Collins, Savontray Orlando Dwayne (Age: 19)

DWI**Reported: 02-06-2020 2149**

32-year-old male from Minneapolis arrested for driving under the influence of alcohol. Tested .17

Addresses Involved

1100 block of Wayzata Blvd E, Wayzata, MN 55391

Names Involved

(Arrested)Herges, Adam Paul (Age: 32)

Traffic Offense**Reported: 02-03-2020 1640**

56-year-old male from Cokato arrested for Driving After Cancellation-Inimical to Public Safety.

Transported to jail.

Addresses Involved

200 block of Superior Blvd, Wayzata, MN 55391

Names Involved

(Arrested)Valen, Matthew Jon (Age: 56)

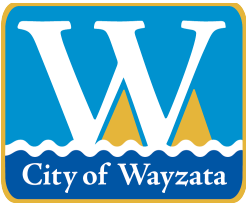
TRAFFIC – FEBRUARY, 2020

CITATIONS	128
WRITTEN WARNINGS	2
VERBAL WARNINGS	103

Description	Feb 2020
MISSING ANIMAL	1
MISSING/LOST PROPERTY	2
FOUND ANIMAL	2
FOUND PROPERTY	4
ABANDONED VEHICLE	1
PIMV	1
PDMV	9
H & R PDMV	8
ANIMAL BITE	1
FIRE ALARM	4
GAS LEAK/SMELL	1
HAZ ROAD CONDITION	8
SUICIDE THREAT	1

OTHER MEDICAL	49
Medical Alarm	2
DETOX PATIENT	3
72 Hour Hold/Emergency Admission	1
WELFARE CHECK - ADULT	9
WELFARE CHECK - JUV	5
INFO REC'D	13
VERBAL DOMESTIC	2
CIVIL MATTER	5
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	8
SUSPICION	13
OPEN DOOR/WINDOW	1
SCAM/FRAUD ATTEMPT	3
DRIVING/TRAFFIC COMPLAINT	18
PARKING COMPL	4
HOUSE/BUSINESS CHECKS	8
RECORD CHECKS	6
OTHER PERMITS	1
FIREARM PERMIT	1
HC SHERIFFS PERMIT TO CARRY	1
OTHER ORD VIOL (JUNK CARS, ETC)	1
ANIMAL COMPLAINT/CHECK	5
DOG LICENSE ISSUED	8
KENNEL APP/LICENSE	1
ADULT PROTECTION ASSIST	2
FINGERPRINTS	4
ASSIST CHILD PROTECTION	2
MOTORIST ASSIST/STALL	11
UTILITY PROBLEM	5
PUBLIC ASSIST	22
LOCKOUT	11
BUSINESS ALARM	22
CO2 ALARM	1
HOME ALARM	9
911 HANG-UP	11
ASSIST OTHER DEPT	9
WARRANT/ATTEMPT/ARREST	1
TRAFFIC CONTROL / DIRECT ENFORCEMENT	3
TRANSPORT	1
VEHICLE FORFEITURE/IMPOUND	1
BURG 2-OCC BUILDING NOFRC-N-UNK WEAP-COM THEFT	2
BURG 2-UNOCC NRES FRC-D-UNK WEAP-COM THEFT	1
FORG-FE-UTT-POSS-PLACE-CHK-251-2500-PERSON	1
DRUGS-DRUG PARAPH-POSSESS-UNK-UNK	1
TRAFFIC-GM-OTHER-MV	1
TRAF-AC-GM-3RD DEG DWI-UI ALCOHOL-MV	2
TRAF-AC-GM-3RD DEG DWI-UI ALCOHOL-MV	1
DISTURB PEACE-MS-DISORDERLY CONDUCT	2

MS-VIOL ORDER FOR PROTECTION	1
MS-VIOL HARASS RESTRAINING ORDER	1
PROP DAMAGE-MS-PUBLIC-UNK INTENT	1
THEFT-1001-5000 DLRS FE-BLDG-OTHER PROPERTY	2
THEFT-1001-5000 DLRS FE-YARDS-OTHER PROPERTY	1
THEFT-501-1000 DLRS GM-BLDG-OTHER	1
THEFT-500 OR LESS MS-BLDG-SERVICES	1
THEFT-500 OR LESS MS-BLDG-OTH PROP	3
THEFT-500 OR LESS MS-MTR VEHICLE-OTH PROP	1
CRIM AGNST ADMN JUST-GM-CONSPR TO COMM CRIME	1



City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 7.e
TITLE: Receipt of Building Activity Report	
PROPOSED MOTION: Receipt of Building Activity Report	
PREPARED BY: Jason Wagner, Building Official	
REVIEWED BY: Emily Goellner, Community Development Director, Jeff Dahl, City Manager	

ACTION REQUESTED:

The attached February 2020 Building Activity Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. February 2020

	Jan-20	Feb-20	2020-YTD
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BUILDING

NUMBER OF BLDG. PERMITS	12	12	24
PROJECT VALUE	\$742,400.00	\$3,405,270.00	\$4,147,670.00
BUILDING PERMIT FEE	\$6,419.50	\$22,306.75	\$28,726.25
PLAN CHECK FEE	\$3,705.85	\$12,028.75	\$15,734.60

EXTERIOR

NUMBER OF PERMITS	0	1	1
PROJECT VALUE	\$0.00	\$24,063.00	\$24,063.00
PERMIT FEE	\$ -	\$ 413.00	\$ 413.00

MECHANICAL

NUMBER OF PERMITS	16	14	30
PROJECT VALUE	261,066.25	165,938.00	\$ 427,004.25
PERMIT FEE	5,061.34	3,334.76	\$ 8,396.10

PLUMBING

NUMBER OF PERMITS	16	8	24
PROJECT VALUE	\$103,299.00	\$29,609.00	\$132,908.00
PERMIT FEE	\$2,099.98	\$670.18	\$2,770.16

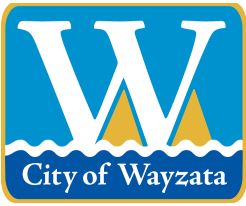
TOTAL # OF PERMITS	44	35	79
TOTAL INCOME	\$17,286.67	\$38,753.44	\$56,040.11

INSPECTIONS

BUILDING	61	61	122
EXTERIOR	2	1	3
HVAC	51	53	104
PLUMBING	28	24	52
OTHER			
TOTAL # OF INSPECTIONS	142	139	281

RENTAL

INSPECTIONS	0	0	0
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City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 7.f
TITLE: Award Bid for 2020 Bituminous Seal Coat and Authorize Staff and Mayor to Execute Contract	
PROPOSED MOTION: To Award the Contract for the 2020 Bituminous Seal Coat project to Pearson Brothers, Inc. in the amount of \$159,754.00 and Authorize Staff and Mayor to Execute Contract	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends that the City Council awarding and authorization of the contract for the 2020 Bituminous Seal Coat project to Pearson Brothers, Inc.

FINANCIAL OR BUDGET CONSIDERATION:

This project is proposed to be funded from the Street Capital Improvement Plan (CIP). The CIP currently has \$230,000 budgeted for this project.

BACKGROUND:

On Thursday, March 18, 2020, the Public Works Department received three (3) bids for the project. A tabulation of those bids can be found attached for reference.

The Public Works Department is proposing that the streets depicted on the attached map be seal coated as part of City project STR-2020-01.

ATTACHMENTS:

1. STR-2020-01 Bid Tabulation
2. 2020 Seal Coat Location Map

BID TABULATION
City of Wayzata, MN
2020 Bituminous Seal Coat (City Project No. STR-2020-01)
Bid Opening 11:00 A.M. Wednesday, March 18, 2020

Item No.	Item Description	Unit	Quantity	Engineer's Estimate		Pearson Bros., Inc.		Allied Blacktop Co.		Astech Corp	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Bituminous Material for Seal Coat (CRS-2)	GAL	35,000	\$4.00	\$140,000.00	\$4.11	\$143,850.00	\$4.68	\$163,800.00	\$2.76	\$96,600.00
2	FA-2, Class A, Crushed Granite	TON	1,600	\$55.00	\$88,000.00	\$9.94	\$15,904.00	\$1.00	\$1,600.00	\$54.36	\$86,976.00
Total Base Bid:					\$228,000.00		\$159,754.00		\$165,400.00		\$183,576.00

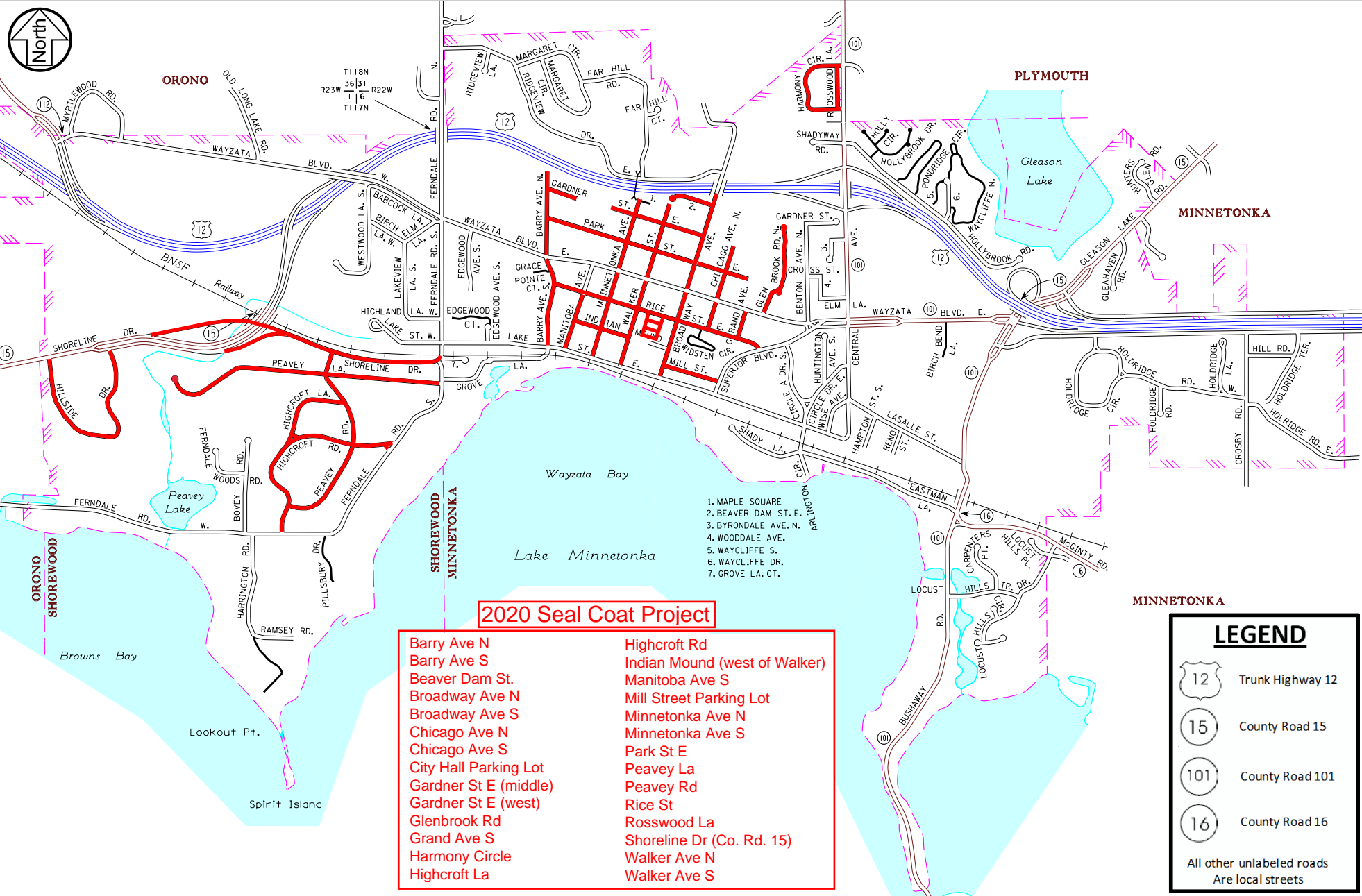


ORONO

PLYMOUTH

MINNETONKA

MINNETONKA







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

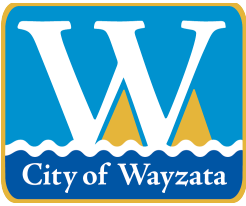
2020 Seal Coat Project

- | | |
|-----------------------|-------------------------------|
| Barry Ave N | Highcroft Rd |
| Barry Ave S | Indian Mound (west of Walker) |
| Beaver Dam St. | Manitoba Ave S |
| Broadway Ave N | Mill Street Parking Lot |
| Broadway Ave S | Minnetonka Ave N |
| Chicago Ave N | Minnetonka Ave S |
| Chicago Ave S | Park St E |
| City Hall Parking Lot | Peavey La |
| Gardner St E (middle) | Peavey Rd |
| Gardner St E (west) | Rice St |
| Glenbrook Rd | Rosswood La |
| Grand Ave S | Shoreline Dr (Co. Rd. 15) |
| Harmony Circle | Walker Ave N |
| Highcroft La | Walker Ave S |

LEGEND

-  Trunk Highway 12
-  County Road 15
-  County Road 101
-  County Road 16

All other unlabeled roads
Are local streets



City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 7.g
TITLE: Award Bid for 2020 Sanitary Sewer Lining Project and Authorize Staff and Mayor to Execute Contract	
PROPOSED MOTION: To Award the Contract for the 2020 Sanitary Sewer Lining Project to SAK Construction, LLC, in the amount of \$192,960.00 and Authorize Staff and Mayor to Execute Contract	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

City staff recommends that the City Council award and authorize the contract for the 2020 Sanitary Sewer Lining project to SAK Construction, LLC.

FINANCIAL OR BUDGET CONSIDERATION:

This project is funded from the Sanitary Sewer Capital Improvement Plan (CIP). The fund currently has \$213,800 allocated for this project.

In the past, the City has taken advantage of Metropolitan Council grants for control of Inflow and Infiltration (I&I) to expand its project. In recent years, the City has received between \$25,000 and \$50,000 through these grants.

Staff would like the flexibility to expand the project, should this type of grant become available later in 2020.

BACKGROUND:

On Wednesday, March 18, the Public Works Department received five (5) bids for the 2020 Sanitary Sewer Rehabilitation project.

A tabulation of the bids is attached for reference.

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

The 2020 sanitary sewer lining project proposes to line approximately 8,740 feet of sewer main in the following areas: Ridgeview Drive, Margaret Circle, Harmony Circle, Rosswood Lane, Shadyway Road, Barry Avenue North, and Gardner Street East (east of Barry).

ATTACHMENTS:

1. SAN-2020-01 Bid Tabulation
2. SAN-2020-01 Location Map

BID TABULATION
City of Wayzata, MN
2020 Sanitary Sewer Rehabilitation (City Project No. SAN-2020-01)
Bid Opening 11:30 A.M. Wednesday, March 18, 2020

Item No.	Reference	Item Description	Unit	Quantity	SAK Construction LLC		Hydro-Klean LLC		Insituform Tech USA LLC	
					Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	2021	Mobilization	LS	1	\$9,500.00	\$9,500.00	\$7,520.00	\$7,520.00	\$7,628.50	\$7,628.50
2	2631	Install 8-Inch CIPPS	LF	8,584	\$21.25	\$182,410.00	\$22.10	\$189,706.40	\$22.60	\$193,998.40
3	2575	Sodding Type Lawn	SY	300	\$3.50	\$1,050.00	\$20.00	\$6,000.00	\$12.10	\$3,630.00
Total Base Bid:						\$192,960.00		\$203,226.40		\$205,256.90

Item No.	Reference	Item Description	Unit	Quantity	Visu-Sewer Inc.		Engineer's Estimate		Granite Inliner LLC MN	
					Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	2021	Mobilization	LS	1	\$2,150.00	\$2,150.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00
2	2631	Install 8-Inch CIPPS	LF	8,584	\$23.75	\$203,870.00	\$24.00	\$206,016.00	\$27.00	\$231,768.00
3	2575	Sodding Type Lawn	SY	300	\$5.00	\$1,500.00	\$6.00	\$1,800.00	\$20.00	\$6,000.00
Total Base Bid:						\$207,520.00		\$212,816.00		\$249,768.00



ORONO

PLYMOUTH





MINNETONKA

SHOREWOOD
MINNETONKA

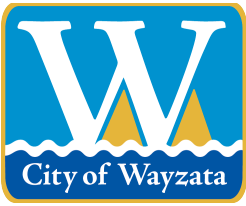
MINNETONKA

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

LEGEND

-  Trunk Highway 12
-  County Road 15
-  County Road 101
-  County Road 16

All other unlabeled roads
Are local streets



City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 7.h
TITLE: Approval of Resolution 12-2020 Relating to Financing of Certain Proposed Project to be Undertaken by the City and Establishing Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code	
PROPOSED MOTION: To Adopt Resolution 12-2020 Relating to Financing of Certain Proposed Project to be Undertaken by the City and Establishing Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code	
PREPARED BY: Aurora Yager, Administrative Services Director	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends adoption of the attached Resolution 12-2020.

FINANCIAL OR BUDGET CONSIDERATION:

There are no direct budget implications, rather, this item provides for documentation for timing reason to ensure all expenses are reimbursed as planned.

BACKGROUND:

As part of the financing plan for the Panoway on Wayzata Bay Phase 1 Lake Street Reconstruction Project, the City intends to issue \$3,710,000 in bonds. The bond sale would occur in May and therefore the City will incur expenses for the project prior to closing on bond proceeds. In order for the City to have the option to reimburse those costs with bond proceeds, federal tax laws require a resolution declaring "official intent" to reimburse those expenditures within 60 days of paying the expenditure. Adopting Resolution 12-2020 ensures the City is fully compliant with federal tax laws and is able to be reimbursed well before any expenditures are incurred.

ATTACHMENTS:

1. Resolution 12-2020

RESOLUTION NO. 12-2020

RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED PROJECT TO BE UNDERTAKEN BY THE CITY; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

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

1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the "Regulations") dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that, in order for the City to preserve the option of issuing tax-exempt bonds for such purpose, that it make a declaration of its official intent to reimburse itself for such prior expenditures; that the bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within the reimbursement period (as defined in the Regulations).

(c) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

2. Official Intent Declaration.

(a) The City proposes to undertake the following project or projects and to make original expenditures with respect thereto prior to the issuance of reimbursement bonds, and reasonably expects to issue reimbursement bonds for such project or projects in the maximum principal amounts shown below:

<u>Project</u>	<u>Maximum Amount of Bonds Expected to be Issued for Project</u>
Panoway on Wayzata Bay Phase 1 Lake Street Reconstruction Project	\$3,710,000

(b) Amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, the City will seek reimbursement for any original expenditures with respect to the foregoing project paid more than 18 months prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will not be capital expenditures.

3. Budgetary Matters. As of the date hereof, there are no City funds reserved, pledged, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, pledged, allocated on a long term basis or otherwise set aside) to

provide permanent financing for the original expenditures related to the project, other than pursuant to the issuance of the reimbursement bonds and other than funds which will be applied to Project costs not expected to be paid with bond proceeds. Consequently, it is not expected that the issuance of the reimbursement bonds will result in the creation of any replacement proceeds.

4. Reimbursement Allocations. The City Manager shall be responsible for making the “reimbursement allocations” described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the reimbursement bonds to reimburse the source of temporary financing used by the City to make payment of the original expenditures relating to the project. Each reimbursement allocation shall be made within 30 days of the date of issuance of the reimbursement bonds, shall be evidenced by an entry on the official books and records of the City maintained for the reimbursement bonds and shall specifically identify the original expenditures being reimbursed.

Adopted by the City Council of the City of Wayzata this seventh day of April, 2020.

Ken Willcox, Mayor

Attest: _____
Jeffrey Dahl, City Manager

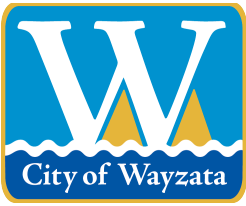
ACTION ON THIS RESOLUTION:

- Motion for adoption:
- Seconded by:
- Voted in favor of:
- Voted against:
- Abstained:
- Absent:
- Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 12-2020 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on April 7, 2020.

Kathy Leervig, City Clerk

SEAL



City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 7.i
TITLE: Adoption of the Second Reading of Ordinance 797 Amending Chapter 302 Pertaining to Parking Regulations	
PROPOSED MOTION: To Adopt the Second Reading of Ordinance 797, Amending Chapter 302 Pertaining to Parking Regulations	
PREPARED BY: Mike Risvold, Police Chief	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends adoption of the second reading of the attached ordinance amendment.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

At the November 19 workshop, the City Council discussed several parking ordinance-related concerns that had been brought forth by the Police Department. These concerns related to long term parking on city streets and off-site facilities.

Since then, the City Council approved the first reading of Ordinance Amendment 797, Amending Chapter 302 Pertaining to Parking Regulations at its March 10th meeting.

Upon approval and adoption of the first and second readings, the ordinance amendment is officially enacted when published in the local paper.

ATTACHMENTS:

1. Ordinance 797 Chapter 302 Parking Regulations

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA
ORDINANCE NO. 797
AN ORDINANCE AMENDING CHAPTER 302 (PARKING REGULATIONS)
OF THE WAYZATA CITY CODE

THE CITY OF WAYZATA ORDAINS:

Section 1. Amendment. Chapter 302 of the Wayzata City Code (PARKING REGULATIONS) is hereby amended to read in its entirety as follows (~~struck text deleted~~; underlined text added):

302.02 - No Parking Zones; Limited Parking Zones.

The City Council by motion may prohibit parking on any street or any portion thereof within the City. The City Council by motion also may prohibit parking during specified hours or limit parking to a specified length of time on any street or portion thereof or in any public parking area or portion thereof. All "no parking" zones shall be marked by a sign or by a solid yellow painted curb.

Shifting of vehicle. To regulate Limited Parking Zones, any vehicle moved a distance of not more than 500 feet during the limited parking period shall be deemed to have remained stationary.

(7-21-81ode; Ord. 585 [10-23-1996])

302.09 Hours of Parking.

No vehicle or trailer unit shall be stopped, parked or left standing on any street or street right-of-way within the City for a continuous period of time in excess of 72 hours.

Shifting of vehicle. To regulate Limited Parking Zones, any vehicle moved a distance of not more than 500 feet during the limited parking period shall be deemed to have remained stationary.

Section 3. Effective Date.

3.1 This Ordinance will become effective upon passage and publication.

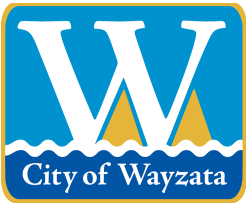
Adopted by the City Council this 7th day of April, 2020.

ATTEST:

Ken
Willcox
Mayor

Jeffrey Dahl
City
Manager

First Reading: February 18, 2020
Second Reading: April 7, 2020
Publication: April 16, 2020



City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 8.a
TITLE: Consider Approval of the First Reading of Ordinance 798 To Provide for Extended Hours of Construction for Phase I of Panoway on Wayzata Bay Project	
PROPOSED MOTION: To Approve the First Reading of Ordinance 798 To Provide for Extended Hours of Construction for the Lake Street Phase of Panoway on Wayzata Bay Project	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends that the City Council approve the First Reading of Ordinance 798.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

In an effort to provide the contractors with all opportunities to complete construction within or before the prescribed schedules for the project, staff feels it would be beneficial to offer the contractors the option to be able to work extended hours, during the work week.

Currently, City Code allows construction to occur between the hours of 7:00 AM and 6:00 PM, seven days a week.

Staff suggests that these hours be extended to 6:00 AM to 8:00 PM, Monday - Friday, which could allow for up to 15 additional hours per week.

This extension of working hours would only pertain to the Panoway Phase I project along Lake Street from Broadway Avenue to Ferndale Road.

The subject of extended working hours was discussed with the Lake Street business owners that attended the March 2 Open House. Generally, the consensus is that the sooner the project is completed, the better it will be for the whole community.

ATTACHMENTS:

1. Ordinance 798 - Extending Construction Hours for Lake Street Panoway project

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA
ORDINANCE NO. 798

**AN ORDINANCE TO PROVIDE FOR EXTENDED HOURS OF CONSTRUCTION
FOR LAKE STREET PHASE OF PANOWAY ON WAYZATA BAY PROJECT**

Findings and Purpose

The Wayzata City Council finds that it will be in the best interest of the health, safety, and general welfare of the City, including local businesses, residents, and visitors, to complete construction of the Lake Street phase of the “Panoway on Wayzata Bay” project, recently approved by City Council, (the “Project”) as quickly as possible. The purpose of this Ordinance is to further that goal by extending the permitted hours for construction activity for the Project only.

THE CITY OF WAYZATA ORDAINS:

Section 1. Extended Hours of Construction. Notwithstanding any other provision of City Code, the construction activity on the Project may occur between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday, during 2020. Should these hours adversely impact the local businesses or have any other adverse effects, the City Manager shall have the authority to modify such hours to mitigate such adverse effects.

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

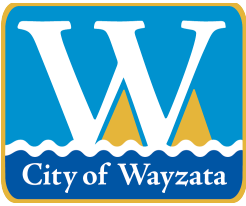
Adopted by the City Council this 7th day of April, 2020.

Kenneth Willcox
Mayor

ATTEST:

Jeffrey Dahl
City Manager

First Reading:
Second Reading:
Publication Date:
Effective Date:



City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 9.a
TITLE: Consider Awarding of Electrical Bids for Phase I of Panoway on Wayzata Bay	
PROPOSED MOTION: To Award the Electrical Contract Contracts and Approve Change Order for Phase I of Panoway on Wayzata Bay—Construction of Lake Street, Lake Street Plaza, and the Dakota Rail Regional Trail	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends that the City Council award the contract to Laketown Electric Corp. in the amount of \$596,000 and authorize staff and Mayor to Execute Contract. Neither alternate should be accepted.

FINANCIAL OR BUDGET CONSIDERATION:

Following the electrical bid and purchase of street lighting, the only remaining assumption is the paving work. Based on all the bids received and a paving bid that equals our estimate, the all-in estimated construction cost is: \$8,714,906, which is \$334,884 (3.7%) under the most recent estimated cost of \$9,049,790.

The Lakefront Improvement Fund of the Capital Improvements Plan will be able to absorb these costs through its fund balance reserves, additional Tax Increment Financing Pooling funds, and a significant contribution from Three Rivers Park District.

BACKGROUND:

On Thursday, March 26, 2020, the City of Wayzata received three (3) bids for electrical contract for the Phase I of Panoway on Wayzata Bay—Construction of Lake Street, Lake Street Plaza, and the Dakota Rail Regional Trail project.

A tabulation all the bids received, as well as any alternates proposed, is attached for review. Also attached is an updated project breakdown.

ATTACHMENTS:

1. Bid Tabulation - Electrical
2. Panoway Budget Breakdown_04012020

BID TABULATION
City of Wayzata, MN
Electrical Contract (26A) for Phase 1 of Panoway on Wayzata Bay
Bid Opening 10:00 A.M. Thursday, March 26, 2020

Contractor			Base Bid	Alternate 5	Alternate 6
Laketown Electric			\$ 596,000.00	\$ 10,000.00	\$ 530,000.00
Collins Electrical Construction			\$ 694,428.00	\$ 8,360.00	\$ 515,000.00
A.J. Moore Electric, Inc.			\$ 899,000.00	\$ (12,500.00)	\$ 587,000.00

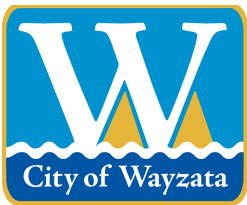
Cost Breakdown

Project: Wayzata Lake Street Project
 Date: April 1, 2020

Rebid contracts in blue

Description	Target Cost	Actual or Estimated February	Actual or Estimated April	(Over) / Under Target Cost February	(Over) / Under Target Cost April
#3A Cast-in-Place Concrete	\$ 192,524	\$ 282,473	\$ 282,473	\$ (89,949)	\$ (89,949)
#3B Architectural Precast / Masonry	\$ 398,195	\$ 383,500	\$ 383,500	\$ 14,695	\$ 14,695
#5A Metals	\$ 294,809	\$ 236,917	\$ 236,917	\$ 57,892	\$ 57,892
#26A Electrical	\$ 1,287,250	\$ 1,287,250	\$ 812,095 *	\$ 0	\$ 475,155
#31A Earthwork / Utilities	\$ 1,798,208	\$ 2,839,000	\$ 2,839,000	\$ (1,040,792)	\$ (1,040,792)
#32A Asphalt Paving	\$ 392,568	\$ 392,568	\$ 392,568	\$ 0	\$ (0)
#32B Site Concrete	\$ 1,785,671	\$ 2,165,876	\$ 2,165,876	\$ (380,205)	\$ (380,205)
#32C Landscaping	\$ 749,038	\$ 529,600	\$ 529,600	\$ 219,438	\$ 219,438
Small Contracts	\$ 567,378	\$ 538,252	\$ 538,252	\$ 29,126	\$ 29,126
Site Furnishings	\$ 184,150	\$ 159,565	\$ 159,565	\$ 24,585	\$ 24,585
Subtotals	\$ 7,649,790	\$ 8,815,001	\$ 8,339,846	\$ (1,165,211)	\$ (690,056)
CM Costs / General Conditions	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 0	\$ 0
Bid Contingency	\$ 400,000	\$ 400,000	\$ 400,000	\$ 0	\$ 0
Subtotals	\$ 9,049,790	\$ 10,215,001	\$ 9,739,846	\$ (1,165,211)	\$ (690,056)
Alternate #1		\$ (330,581)	\$ (330,581)	\$ 330,581	\$ 330,581
Alternate #3		\$ (144,359)	\$ (144,359)	\$ 144,359	\$ 144,359
Reduction in Earthwork / Utilities Bid		\$ (250,000)	\$ (250,000)	\$ 250,000	\$ 250,000
Reduction in Contingency		\$ (300,000)	\$ (300,000)	\$ 300,000	\$ 300,000
Revised Totals		\$ 9,190,061	\$ 8,714,906	\$ (140,271)	\$ 334,884

*Includes bid of \$596,000 + streetlight cost of \$216,095



City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 9.b
TITLE: Consider Adoption of Resolution 13-2020 Providing for the Sale of \$3,710,000 in General Obligation Tax Increment Financing Bonds, Series 2020A	
PROPOSED MOTION: To Adopt Resolution 13-2020 Providing for the Sale of \$3,710,000 in General Obligation Tax Increment Financing Bonds, Series 2020A	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends adoption of the attached resolution.

FINANCIAL OR BUDGET CONSIDERATION:

Please see the attached financial summary of Phase I of Panoway which includes an evaluation of financial risks as the world enters into an expected recession.

The project, which includes long delayed essential utility improvements for Lake Street properties, is being paid primarily through funds with restricted uses (non-general levy dollars) as well as contributions from other partners like Three Rivers Park District and the State of Minnesota. Proceeding with this project does not jeopardize the City's financial ability to weather the coming recession.

BACKGROUND:

In addition to utilizing allocated funds from the Capital Improvements Plan and contributions from the State of MN and Three Rivers Park District, a significant component of the funding of Panoway of Wayzata Bay is through future increment the City will receive via its active Tax Increment Financing Districts.

As previously planned, attached is a presale report of the bond issuance and as well as a timeline of the necessary actions. Stacie Kvilvang of Ehlers and Associates will be attending the meeting to answer any questions the Council may have.

ATTACHMENTS:

1. Project sources uses update to council 3-26-20
2. Pre Sale Report 2020A
3. RES 13-2020 Resolution Authorizing proceeding with sale of bonds (3)

MEMORANDUM

To: Jeff Dahl, City Manager
 From: Steve McDonald, City Contracted Finance Consultant
 Re: Panoway financing review

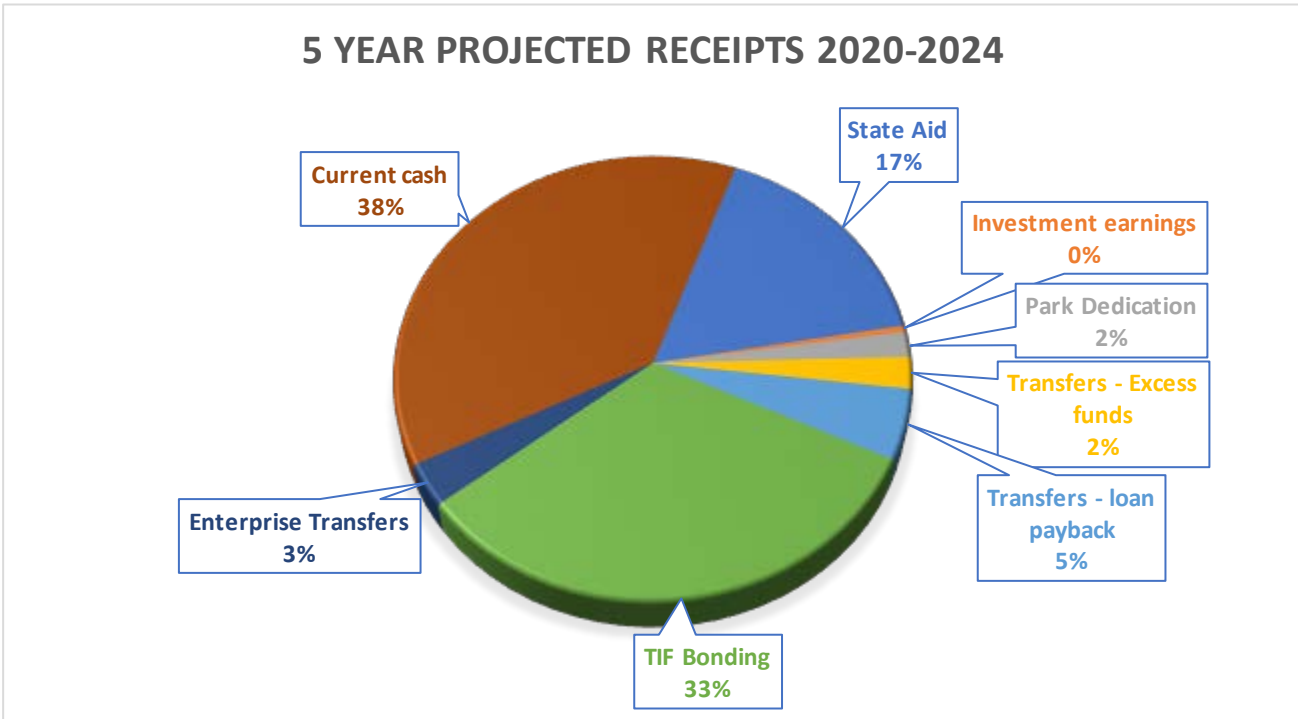
Background

Upon your request and in consideration of COVID 19 issues, we have reviewed the CIP for Panoway and completed a basic risk assessment of the revenue sources. As noted in the comments field we believe most current sources of project financing are subject to limited risk due to either commitments from other agencies (Three rivers) or that we have current cash balances already allocated. The other large part of the project relates to TIF and Ehlers has indicated their original projections are still current considering COVID 19 and current market conditions. Future revenue sources beyond 2020 are a relatively small part of the budget but they are still considered of minimal risk of loss.

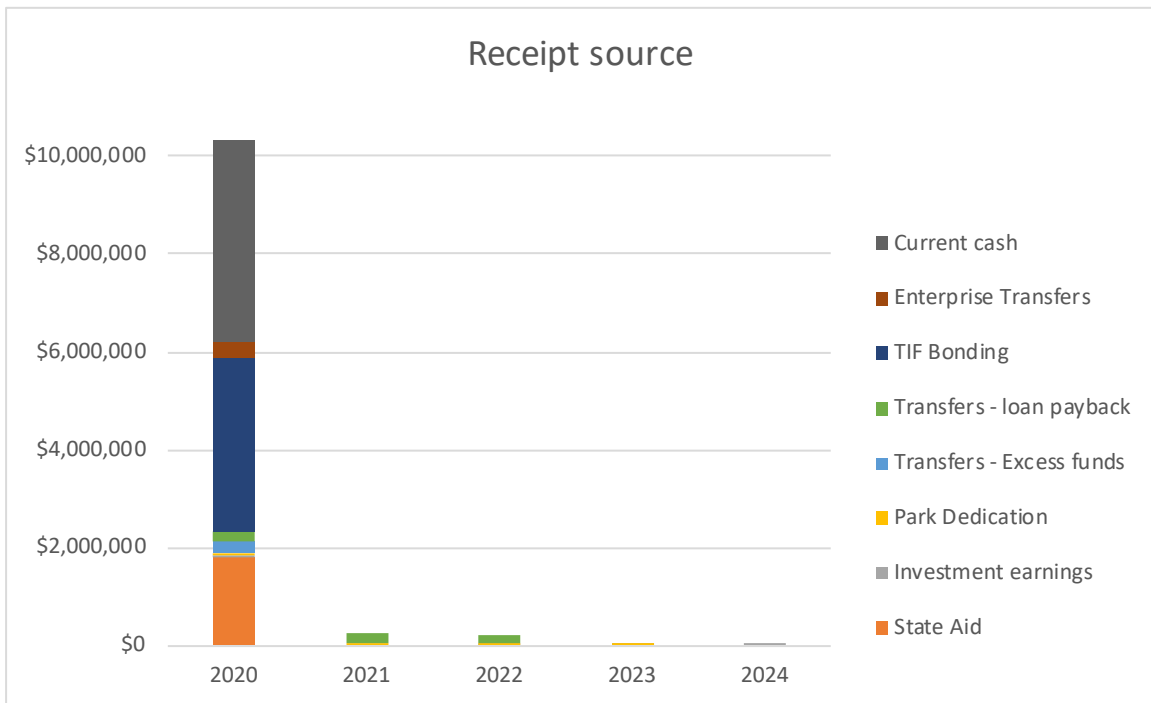
The following table and graph summarize our observations:

	5 year projected receipts 2020-2024	Subject to risk
Receipt source		
State Aid	1,810,000	Minimal based on prior commitments
Investment earnings	47,727	Currently using conservative estimate
Park Dedication	200,000	Moderate depending on development
Transfers - Excess funds	250,000	Minimal based on 2019 results
Transfers - loan payback	554,694	Minimal based on anticipated market values
TIF Bonding	3,531,365	Minimal based on Ehlers estimates
Enterprise Transfers	334,320	Minimal based on 2019 results
Current cash	4,105,515	None. Already allocated. Includes \$925K TIF 5
Total receipts	10,833,622	
Expenses		
Project costs	10,036,890	Includes Phase I Const, RR Crossing, soft costs
Maintenance	418,363	estimate
Total expenses	10,455,253	
Net cash at 12/31/2024	378,370	

The distribution of revenue sources are shown with the graph below:



As mentioned above most of the revenue sources are expected to be received in 2020 and the amounts identified for future years are relatively minor.



We have also considered other sources of financing in case this current project plan is disrupted and I can say with a high degree of confidence that we could reallocate another CIP up to \$1 million to cover a shortfall.

Please let me know how I can be of further assistance.

April 7, 2020

Pre-Sale Report for

City of Wayzata, Minnesota

\$3,710,000 General Obligation Tax Increment Bonds,
Series 2020A



Prepared by:

Stacie Kvilvang, CIPMA
Senior Municipal Advisor

Jason Aarsvold, CIPMA
Senior Municipal Advisor

Keith Dahl
Financial Specialist

Executive Summary of Proposed Debt

Proposed Issue:	\$3,710,000 General Obligation Tax Increment Bonds, Series 2020A
Purposes:	<p>The proposed issue includes financing for various improvements related to Panoway on Wayzata Bay.</p> <ul style="list-style-type: none"> • TIF 5 Pooling (\$2,245,000). Debt service will be paid from tax increment revenues. • TIF 6 (\$1,095,000). Debt service will be paid from tax increment revenues. • TIF 6 Pooling (\$354,000). Debt service will be paid from tax increment revenues.
Authority:	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapters:</p> <ul style="list-style-type: none"> • 469 • 475 <p>Because the City paying for at least 20% of the project costs with TIF from District No. 5 and No. 6, the Bonds can be a general obligation without a referendum and will not count against the City's debt limit.</p> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p>
Term/Call Feature:	<p>The Bonds are being issued for a term of 20 years (the TIF 6 portion of the bonds is being issued for a 10-year term). Principal on the Bonds will be due on February 1 in the years 2022 through 2040. Interest is payable every six months beginning February 1, 2021.</p> <p>The Bonds will be subject to prepayment at the discretion of the City on February 1, 2029 or any date thereafter.</p>
Bank Qualification:	<p>Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>
Rating:	<p>The City's most recent bond issues were rated by Standard & Poor's. The current ratings on those bonds are AAA. The City will request a new rating for the Bonds.</p>
Basis for Recommendation:	<p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics</p>

	<p>of various municipal financing options, we are recommending the issuance of general obligation bonds as a suitable financing option for the following reasons:</p> <ul style="list-style-type: none"> - This is a viable option available to finance this type of project under State law - This is the most overall cost-effective option that still maintains future flexibility for the repayment of debt
<p>Method of Sale/Placement:</p>	<p>We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.</p> <p>We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.</p>
<p>Premium Pricing:</p>	<p>In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this issue of Bonds, we have been directed to use the net premium to reduce the size of the issue. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.</p> <p>The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.</p>
<p>Review of Existing Debt:</p>	<p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time. However, the City will likely have the ability to refinance the 2010A (GO Improvement) and 2011A (Liquor Revenue) bonds this fall, when they become current refundings (within 90 days call date of December 1).</p>

	We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.
Continuing Disclosure:	Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be defined in the Signature, No-Litigation, Arbitrage Certificate and Purchase Price Receipt prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you in complying with these rules.
Investment of Bond Proceeds:	To maximize interest earnings, we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor and can assist the City in developing an appropriate investment strategy if needed.
Risk Factors:	If tax increment revenues from the TIF Districts is not adequate to cover debt service, the City will need to levy taxes to make up the shortfall.
Other Service Providers:	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to

	<p>the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Counsel: Dorsey & Whitney LLP</p> <p>Paying Agent: Bond Trust Services Corporation</p> <p>Rating Agency: Standard & Poor's Global Ratings (S&P)</p>
Summary:	<p>The decisions to be made by the City Council are as follows:</p> <ul style="list-style-type: none"> • Accept or modify the finance assumptions described in this report • Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

Proposed Debt Issuance Schedule

Pre-Sale Review by City Council and First reading of Ordinance to Issue Debt:	April 7, 2020
Due Diligence Call to review Official Statement:	Week of April 20, 2020
Second Reading of Ordinance to Issue Debt by City Council:	April 21, 2020
Distribute Official Statement:	April 23, 2020
Conference with Rating Agency:	Week of April 27th
Ordinance Published in Local Paper:	April 30, 2020
City Council Meeting to Award Sale of the Bonds:	May 5, 2020
Estimated Closing Date:	May 26, 2020

Attachments

- Estimated Sources and Uses of Funds
- Estimated Proposed Debt Service Schedule
- Resolution Authorizing Ehlers to Proceed With Bonds Sale

Ehlers Contacts

Municipal Advisors:	Stacie Kvilvang	(651) 697-8506
	Jason Aarsvold	(651) 697-8512
	Keith Dahl	(651) 697-8595
Disclosure Coordinator:	Rose Xiong	(651) 697-8589
Financial Analyst:	Alicia Gage	(651) 697-8551

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date

Wayzata, Minnesota

\$3,710,000 General Obligation TIF Bonds, Series 2020A

Issue Summary

Assumes Current Market BQ "AAA" Rates plus 25bps

Total Issue Sources And Uses

Dated 05/01/2020 | Delivered 05/01/2020

	TIF 5 Pooling	TIF 6	TIF 6 Pooling	Issue Summary
Sources Of Funds				
Par Amount of Bonds	\$2,245,000.00	\$1,100,000.00	\$365,000.00	\$3,710,000.00
Planned Issuer Equity contribution	925,000.00	-	-	925,000.00
Total Sources	\$3,170,000.00	\$1,100,000.00	\$365,000.00	\$4,635,000.00
Uses Of Funds				
Total Underwriter's Discount (1.200%)	26,940.00	13,200.00	4,380.00	44,520.00
Costs of Issuance	50,830.17	24,905.67	8,264.16	84,000.00
Deposit to Capitalized Interest (CIF) Fund	30,307.50	12,695.63	4,215.00	47,218.13
Deposit to Project Construction Fund	3,057,078.00	1,050,000.00	350,000.00	4,457,078.00
Deposit to Project Construction Fund	4,844.33	(801.30)	(1,859.16)	2,183.87
Total Uses	\$3,170,000.00	\$1,100,000.00	\$365,000.00	\$4,635,000.00

Wayzata, Minnesota

\$3,710,000 General Obligation TIF Bonds, Series 2020A

Issue Summary

Assumes Current Market BQ "AAA" Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/01/2020	-	-	-	-	-
02/01/2021	-	-	47,218.13	47,218.13	47,218.13
08/01/2021	-	-	31,478.75	31,478.75	-
02/01/2022	140,000.00	1.400%	31,478.75	171,478.75	202,957.50
08/01/2022	-	-	30,498.75	30,498.75	-
02/01/2023	250,000.00	1.450%	30,498.75	280,498.75	310,997.50
08/01/2023	-	-	28,686.25	28,686.25	-
02/01/2024	250,000.00	1.450%	28,686.25	278,686.25	307,372.50
08/01/2024	-	-	26,873.75	26,873.75	-
02/01/2025	250,000.00	1.450%	26,873.75	276,873.75	303,747.50
08/01/2025	-	-	25,061.25	25,061.25	-
02/01/2026	260,000.00	1.500%	25,061.25	285,061.25	310,122.50
08/01/2026	-	-	23,111.25	23,111.25	-
02/01/2027	260,000.00	1.550%	23,111.25	283,111.25	306,222.50
08/01/2027	-	-	21,096.25	21,096.25	-
02/01/2028	260,000.00	1.600%	21,096.25	281,096.25	302,192.50
08/01/2028	-	-	19,016.25	19,016.25	-
02/01/2029	275,000.00	1.600%	19,016.25	294,016.25	313,032.50
08/01/2029	-	-	16,816.25	16,816.25	-
02/01/2030	275,000.00	1.700%	16,816.25	291,816.25	308,632.50
08/01/2030	-	-	14,478.75	14,478.75	-
02/01/2031	285,000.00	1.650%	14,478.75	299,478.75	313,957.50
08/01/2031	-	-	12,127.50	12,127.50	-
02/01/2032	125,000.00	1.750%	12,127.50	137,127.50	149,255.00
08/01/2032	-	-	11,033.75	11,033.75	-
02/01/2033	125,000.00	1.850%	11,033.75	136,033.75	147,067.50
08/01/2033	-	-	9,877.50	9,877.50	-
02/01/2034	130,000.00	1.900%	9,877.50	139,877.50	149,755.00
08/01/2034	-	-	8,642.50	8,642.50	-
02/01/2035	130,000.00	1.950%	8,642.50	138,642.50	147,285.00
08/01/2035	-	-	7,375.00	7,375.00	-
02/01/2036	135,000.00	2.000%	7,375.00	142,375.00	149,750.00
08/01/2036	-	-	6,025.00	6,025.00	-
02/01/2037	135,000.00	2.050%	6,025.00	141,025.00	147,050.00
08/01/2037	-	-	4,641.25	4,641.25	-
02/01/2038	140,000.00	2.100%	4,641.25	144,641.25	149,282.50
08/01/2038	-	-	3,171.25	3,171.25	-
02/01/2039	140,000.00	2.200%	3,171.25	143,171.25	146,342.50
08/01/2039	-	-	1,631.25	1,631.25	-
02/01/2040	145,000.00	2.250%	1,631.25	146,631.25	148,262.50
Total	\$3,710,000.00	-	\$650,503.13	\$4,360,503.13	-

Yield Statistics

Bond Year Dollars	\$35,602.50
Average Life	9.596 Years
Average Coupon	1.8271277%
Net Interest Cost (NIC)	1.9521751%
True Interest Cost (TIC)	1.9561026%
Bond Yield for Arbitrage Purposes	1.8157929%
All Inclusive Cost (AIC)	2.2274343%

IRS Form 8038

Net Interest Cost	1.8271277%
Weighted Average Maturity	9.596 Years

Series 2020 GO TIF Bonds | Issue Summary | 4/ 2/2020 | 12:44 PM



Wayzata, Minnesota

\$3,710,000 General Obligation TIF Bonds, Series 2020A

Issue Summary

Assumes Current Market BQ "AAA" Rates plus 25bps

Detail Costs Of Issuance

Dated 05/01/2020 | Delivered 05/01/2020

COSTS OF ISSUANCE DETAIL

Municipal Advisor	\$57,000.00
Bond Counsel	\$13,000.00
Rating Agency Fee	\$13,000.00
Miscellaneous	\$1,000.00
TOTAL	\$84,000.00

Wayzata, Minnesota

\$3,710,000 General Obligation TIF Bonds, Series 2020A

Issue Summary

Assumes Current Market BQ "AAA" Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
02/01/2021	-	-	47,218.13	47,218.13	(47,218.13)	-	-
02/01/2022	140,000.00	1.400%	62,957.50	202,957.50	-	202,957.50	213,105.38
02/01/2023	250,000.00	1.450%	60,997.50	310,997.50	-	310,997.50	326,547.38
02/01/2024	250,000.00	1.450%	57,372.50	307,372.50	-	307,372.50	322,741.13
02/01/2025	250,000.00	1.450%	53,747.50	303,747.50	-	303,747.50	318,934.88
02/01/2026	260,000.00	1.500%	50,122.50	310,122.50	-	310,122.50	325,628.63
02/01/2027	260,000.00	1.550%	46,222.50	306,222.50	-	306,222.50	321,533.63
02/01/2028	260,000.00	1.600%	42,192.50	302,192.50	-	302,192.50	317,302.13
02/01/2029	275,000.00	1.600%	38,032.50	313,032.50	-	313,032.50	328,684.13
02/01/2030	275,000.00	1.700%	33,632.50	308,632.50	-	308,632.50	324,064.13
02/01/2031	285,000.00	1.650%	28,957.50	313,957.50	-	313,957.50	329,655.38
02/01/2032	125,000.00	1.750%	24,255.00	149,255.00	-	149,255.00	156,717.75
02/01/2033	125,000.00	1.850%	22,067.50	147,067.50	-	147,067.50	154,420.88
02/01/2034	130,000.00	1.900%	19,755.00	149,755.00	-	149,755.00	157,242.75
02/01/2035	130,000.00	1.950%	17,285.00	147,285.00	-	147,285.00	154,649.25
02/01/2036	135,000.00	2.000%	14,750.00	149,750.00	-	149,750.00	157,237.50
02/01/2037	135,000.00	2.050%	12,050.00	147,050.00	-	147,050.00	154,402.50
02/01/2038	140,000.00	2.100%	9,282.50	149,282.50	-	149,282.50	156,746.63
02/01/2039	140,000.00	2.200%	6,342.50	146,342.50	-	146,342.50	153,659.63
02/01/2040	145,000.00	2.250%	3,262.50	148,262.50	-	148,262.50	155,675.63
Total	\$3,710,000.00	-	\$650,503.13	\$4,360,503.13	(47,218.13)	\$4,313,285.00	\$4,528,949.25

Significant Dates

Dated	5/01/2020
First Coupon Date	2/01/2021

Yield Statistics

Bond Year Dollars	\$35,602.50
Average Life	9.596 Years
Average Coupon	1.8271277%
Net Interest Cost (NIC)	1.9521751%
True Interest Cost (TIC)	1.9561026%
Bond Yield for Arbitrage Purposes	1.8157929%
All Inclusive Cost (AIC)	2.2274343%

RESOLUTION NO. 13-2020

**A RESOLUTION PROVIDING FOR THE SALE OF \$3,710,000
GENERAL OBLIGATION TAX INCREMENT BONDS, SERIES 2020A**

- A. WHEREAS, the City Council of the City of Wayzata, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$3,710,000 General Obligation Tax Increment Bonds, Series 2020A (the "Bonds"), to finance various improvements related to implementation of the Lake Effect project in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on May 5, 2020, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

Adopted by the City Council of the City of Wayzata this 7th day of April, 2020.

Ken Willcox, Mayor

Attest: _____
Jeffrey Dahl, City Manager

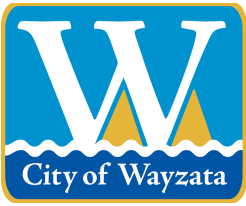
ACTION ON THIS RESOLUTION:

- Motion for adoption:
- Seconded by:
- Voted in favor of:
- Voted against:
- Abstained:
- Absent:
- Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 13-2020 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on April 7, 2020.

Kathy Leervig, City Clerk

SEAL



City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 9.c
TITLE: Consider Approval of First Reading of Ordinance 799 Authorizing the Issuance of General Obligation Tax Increment Financing Bonds, Series 2020A	
PROPOSED MOTION: To Approve the First Reading of Ordinance 799 Authorizing Issuance of General Obligation Tax Increment Financing Bonds, Series 2020A	
PREPARED BY: Jennifer Hanson, Bond Advisor	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the first reading.

FINANCIAL OR BUDGET CONSIDERATION:

See previous agenda item.

BACKGROUND:

Contingent on the City adopting a resolution authorizing the sale of its General Obligation Tax Increment Financing (TIF) Bonds, Series 2020A to finance the construction of "Panoway" improvements (See previous agenda item), Section 45 of the City Charter requires that in cases, such as the issuance of bonds payable from TIF revenues in an amount equal to at least 20% of debt service, where an election is not required, bonds may be authorized by ordinance adopted by a four-fifths vote of all the members of the council and stating the maximum amount and purpose or purposes of the issue.

Pursuant to Section 22 of the City Charter, an ordinance shall be presented at two consecutive regular council meetings held at least one week apart. The ordinance provided is expected to be presented for first reading April 7, 2020, second reading April 21, 2020 and effective upon publication April 30, 2020. In addition, a resolution detailing the terms of the bond issuance will be prepared for consideration May 5, 2020.

Jennifer Hanson, Dorsey and Whitney, will be in attendance to answer any questions the Council may have.

ATTACHMENTS:

1. Ordinance 799 Authorizing TIF 2020

ORDINANCE NO. 799

**AN ORDINANCE AUTHORIZING THE ISSUANCE
OF GENERAL OBLIGATION
TAX INCREMENT FINANCING BONDS, SERIES 2020A**

THE CITY OF WAYZATA ORDAINS:

Section 1. General Obligation Tax Increment Financing Bonds, Series 2020A.

By authority of Minnesota Statutes, Chapter 475 and Section 45 of the City Charter, the City may issue its general obligation bonds without an election, if such bonds are authorized by ordinance adopted by 4/5ths of the members of this Council for any purpose authorized by the laws of the State of Minnesota, when such laws permit the issuance of bonds for such purpose without an election. It is hereby determined to be necessary and desirable for the City to issue General Obligation Tax Increment Financing Bonds, Series 2020A (the Bonds), without an election. The Bonds are being issued for the purpose of financing public redevelopment costs to be incurred within tax increment financing districts in the City. The maximum principal amount of the Bonds is \$3,710,000. Pursuant to Minnesota Statutes, Section 469.178 and Chapter 475, the Bonds may be issued without an election.

Section 2. Further Terms and Provisions of Bonds Herein Authorized.

The further terms and provisions of the Bonds, including the form and details thereof, shall be fixed and established by further resolution or resolutions of the City Council.

Section 3. Effective Date.

This ordinance shall be effective upon its passage by this Council, after its second reading, and its publication in accordance with Sections 23 and 24 of the City Charter.

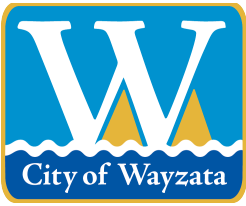
First Reading: April 7, 2020

Second Reading: April 21, 2020

Publication: April 30, 2020

Approved: _____
Mayor

Attest: _____
City Manager



City of Wayzata City Council Agenda Report

MEETING DATE: April 7, 2020	AGENDA ITEM: 9.d
TITLE: Consider Adoption of Resolution 14-2020 Approving Public Works Mutual Aid Agreements	
PROPOSED MOTION: To Adopt Resolution 14-2020 Approving Public Works Mutual Aid Agreements	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends that the City Council adoption of Resolution 14-2020.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

The general purpose of these agreements is to provide a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota.

Given the current situation with COVID-19, staff felt that having any and all tools available to the City would be in the best interest of health, safety, and welfare.

The attached fact sheets are helpful in summarizing the intent of each agreement.

ATTACHMENTS:

1. RES 14-2020 Approving PW Mutual Aid Agreements
2. Statewide Public Works Mutual Aid Agreement
3. Statewide Public Works Equipment Sharing Agreement
4. Equipment Sharing Agreement Fact Sheet
5. Mutual Aid Fact Sheet

CITY OF WAYZATA

RESOLUTION NO. 14-2020

RESOLUTION APPROVING PUBLIC WORKS MUTUAL AID AGREEMENTS

WHEREAS, the Council finds that it is in the best interest of the health, safety, and welfare of the City of Wayzata that it have a formal process and agreement in place to work with neighboring cities, and other governmental units in the state, to aid and share public works personnel and equipment with each other in times of need, and in cases where cost savings and greater efficiencies can be achieved for all; and

WHEREAS, the City Manager and Director of Public Works have presented, and recommend that the City of Wayzata agree to join other cities in, certain existing statewide mutual aid and equipment sharing agreements that are authorized under Minnesota Statutes, Section 471.59, copies of which are attached to this resolution as Exhibit A (the "Mutual Aid and Equipment Sharing Agreements").

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota that the Mutual Aid and Equipment Sharing Agreements are hereby approved, and the Mayor and the City Manager are hereby authorized and directed to appropriately execute such agreements on behalf of the City.

Adopted by the Wayzata City Council this 7th day of April, 2020.

Mayor Ken Willcox

ATTEST:

City Manager Jeff Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 14-2020 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on April, 2020.

Kathy Leervig, City Clerk

SEAL

Attachment A

Statewide Public Works Mutual Aid Agreement

Statewide Public Works Equipment Sharing Agreement

**STATE OF MINNESOTA
PUBLIC WORKS
MUTUAL AID PACT**

TABLE OF CONTENTS

FOREWORD_____	2
PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT_____	4
I. GENERAL PURPOSE_____	4
II. DEFINITION OF TERMS_____	4
III. PARTIES_____	5
IV. PROCEDURE_____	5
V. RESPONSIBILITY AND LIABILITY_____	6
VI. EFFECTIVE DATE AND MODIFICATIONS_____	7
VII. WITHDRAWAL AND TERMINATION_____	7

PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

FOREWORD

The general purpose of this Public Works Joint Powers Mutual Aid Agreement (“Agreement”) is to provide a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota. This Agreement specifically allows a requesting party to select the resources that best meets the needs of a given situation. A requesting party may call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party. In addition, this Agreement should not be interpreted as being limited to providing resources to deal with only major catastrophic situations. Participating parties can utilize the resources for many reasons including routine circumstances such as training efforts, maintenance operations, joint-projects, and back-up support service. This Agreement provides the flexibility for all units of government to use the resources located among all participating parties in the State of Minnesota.

The decision as to when to invoke mutual aid and whether to respond is left to the discretion of the requesting or sending party. Each unit of government should acquaint supervisory personnel with any internal procedures used for mutual aid. While the Joint Powers Agreement does not require particular words or actions to initiate mutual aid, agencies should be clear about whether mutual aid is being requested and what type of assistance is requested. The responding agency should also be clear about what, if any, assistance they will provide in response to the request. Parties should not self-deploy.

Furthermore, each staff member within a department should have a basic familiarity with mutual aid, the responsibilities when reporting to another unit of government and the protections afforded under the unit of government’s workers’ compensation.

For liability reasons, management of a mutual aid situation is under the control of the requesting party. However, the sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

While there is no hard and fast time limit related to requests for mutual aid, the commitment of resources can be taxing on agencies. In addition, in some situations an advantage can be gained by ending a mutual aid request and entering into a different form of contractual assistance.

In order to keep this mutual aid agreement closer to local level of government, Hennepin County Emergency Management (“HCEM”) has volunteered to serve as the administrative coordinator for the units of government entering into this Agreement. When a community adopts this Agreement a fully executed copy of the Agreement needs to be forwarded to HCEM.

Each unit of government is responsible for entering and updating available unit of government resources. Resources will now be listed online in a mutually agreed upon resource management database. The parties to this Agreement are solely responsible for updating their available resources in the agreed upon database.

The effective date for this Agreement is October 1, 2018. This date was established to allow enough time for agencies to receive the appropriate authority. Participation can be started upon execution of the Agreement and is effective for a unit of government upon its submission of the signed Agreement to HCEM. Agencies that elect not to participate in the Agreement may be bound by other existing mutual aid agreement or state statutes.

PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

This Public Works Joint Powers Mutual Aid Agreement (“Agreement”) is formed and entered into effective as of the 1st day of October, 2018 by and among the governmental units that have executed this document as evidenced by the signature pages attached hereto (individually, a “Party” and collectively, the “Parties”).

I. **GENERAL PURPOSE**

The general purpose of this Agreement is to provide a means by which a Party may request and obtain public works assistance from one or more other Parties when the Party determines such public works assistance is necessary. This Agreement is made pursuant to Minnesota Statutes, section 471.59, which authorizes the joint or cooperative exercise of powers common to the Parties.

II. **DEFINITION OF TERMS**

For the purposes of this Agreement, the terms defined in this section shall have the following meanings:

Subd. 1. **Eligible Party**. “Eligible Party” means a “governmental unit” as defined by Minnesota Statutes, section 471.59, subdivision 1.

Subd. 2. **Public Works Assistance**. “Public Works Assistance” means equipment and personnel including, but not limited to, licensed staff, professional engineers, and non-licensed personnel that are used for activities related to streets, water, stormwater, wastewater, sewers, parks, transit, buildings/facilities, airports, and all other public works programs.

Subd. 3. **Party and Parties**. “Party” means an Eligible Party that elects to participate in this Agreement by the authorization of its governing body. “Parties” means more than one Party to this Agreement.

Subd. 4. **Requesting Official**. “Requesting Official” means a person who is designated by the Requesting Party to request Public Works Assistance from another Party.

Subd. 5. **Requesting Party**. “Requesting Party” means a Party that requests Public Works Assistance from another Party.

Subd. 6. **Sending Official**. “Sending Official” means a person who is designated by a Party to determine whether and to what extent that Party should provide Public Works Assistance to a Requesting Party.

Subd. 7. **Sending Party**. “Sending Party” means a Party that provides Public Works Assistance to a Requesting Party.

Subd. 8. **HCEM**. “HCEM” means the Hennepin County Emergency Management or designee.

III. **PARTIES**

The Parties to this Agreement shall consist of as many Eligible Parties that have approved this Agreement by October 1, 2018. Additional Eligible Parties shall become a Party on the date this Agreement is approved and executed by the Party's governing body.

Upon approval by a Party, the executed signature page of this Agreement shall be sent to the HCEM along with a resolution approving this Agreement.

IV. **PROCEDURE**

Subd. 1. **Designate Officials**. Each Party shall designate, and keep on file with the HCEM, the name of the person(s) of that Party who shall be its Requesting Official and Sending Official. A Party may designate the same person as both the Requesting Official and the Sending Official. Also, a Party may designate one or more persons to serve as an alternate in the absence of a designated official.

Subd. 2. **Request for Assistance**. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Public Works Assistance from another Party, such Requesting Official may, at his or her discretion, call upon the Sending Official of any other Party to furnish Public Works Assistance.

Subd. 3. **Response**. Upon the receipt of a request for Public Works Assistance from a Party, the Sending Official may authorize and direct personnel and equipment of the Sending Party be sent to the Requesting Party. Whether the Sending Party provides such Public Works Assistance to the Requesting Party and, if so, to what extent such Public Works Assistance is provided shall be determined solely by the Sending Official (subject to such supervision and direction as may be applicable within the governmental structure of the Party by which they are employed). Failure to provide Public Works Assistance will not result in liability to a Party and each Party hereby waives all claims against another Party for failure to provide Public Works Assistance.

Subd. 4. **Back-Up Assistance**. When a Sending Party provides Public Works Assistance under the terms of this Agreement, it may in turn request Public Works Assistance from other Parties as "back-up" during the period it is outside of its jurisdiction providing Public Works Assistance to the original Requesting Party.

Subd. 5. **Recalling Assistance**. Whenever a Sending Party has provided Public Works Assistance to a Requesting Party, the Sending Official may at any time recall its personnel and equipment, or any part thereof, if the Sending Official in his or her best judgment deems such recall is necessary to provide for the best interests of the Sending Party's community. Such action will not result in liability to any Party and each Party hereby waives all claims against another Party for recalling Public Works Assistance.

Subd. 6. **Command of Scene**. The Requesting Party shall be in command of all situations where Public Works Assistance is provided. The personnel and equipment of the Sending Party shall be under the direction and control of the Requesting Party until the Sending Party withdraws Public Works Assistance or the Public Works Assistance is no longer needed.

Subd. 7. **Charges**. Charges may be levied by a Sending Party for Public Works Assistance rendered to a Requesting Party under the terms of this Agreement. The Sending Party may submit to the Requesting Party an itemized bill for the actual cost of any Public Works Assistance provided, including salaries, overtime, materials, and supplies, equipment operation, and other necessary expenses. The Requesting Party will reimburse the Sending Party providing the Public Works Assistance for that amount or other such amount as mutually negotiated. Such charges are not contingent upon the availability of federal or state government funds. A Party may request a list of rates from another Party prior to requesting assistance. No charges shall apply to joint training events unless the Parties participating in the particular event agree to a charge in writing prior to the event.

V. **RESPONSIBILITY AND LIABILITY**

Subd. 1. **Personnel**. Each Party shall be responsible for its own personnel and equipment, and for injuries or death to any such personnel or damage to any such equipment. Responding personnel shall be deemed to be performing their regular duties for each respective Sending Party for purposes of workers' compensation.

Subd. 2. **Worker's Compensation**. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Public Works Assistance pursuant to this Agreement. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any worker's compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries or death were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Subd. 3. **Damage to Equipment**. Each Party shall be responsible for damages to or loss of its own equipment. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

Subd. 4. **Liability**. For the purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of the Sending Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Sending Party against any claims brought or actions filed against a Sending Party or any officers, employees, or volunteers of a Sending Party for injury or death to any third person or persons or damage to the property of third persons arising out of the performance and provision of Public Works Assistance pursuant to the Agreement. Under no

circumstances, however, shall a Party be required to pay, on behalf of itself and other Parties, any amount in excess of the limits of liability established in Minnesota Statutes, chapter 466, applicable to any one Party. The limits of liability for some or all of the Parties may not, as provided in Minnesota Statutes, section 471.59, subdivision 1a, be added together to determine the maximum amount of liability for any Party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Sending Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties and to permit liability claims against the Parties from a single occurrence to be defended by a single attorney. However, the Sending Party, at its option and its own expense, shall have the right to select its own attorney or approve a joint attorney as appropriate, considering potential conflicts of interest. Nothing in this Agreement is intended to constitute a waiver of any immunities and privileges from liability available under federal law or the laws of Minnesota. If a court determines that the liability of a Party or Parties is not subject to the tort caps and liability exceeds the tort cap maximum, a Party shall be subject to liability only for the acts of its officers, employees and volunteers.

No Party to this Agreement nor any official, employee or volunteer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Public Works Assistance or for recalling Public Works Assistance.

VI. EFFECTIVE DATE AND MODIFICATIONS

This Agreement shall become effective and operative beginning at 12:01 A.M., local time on October 1, 2018. The HCEM shall maintain a current list of the Parties to this Agreement and, whenever there is a change, shall notify the designated Sending Officials. Notice may be sent to the Sending Officials via email or through the United States Postal Service. No modification of this Agreement shall be effective unless it is reduced to writing and is approved by action of the governing body of each of the then current Parties.

VII. WITHDRAWAL AND TERMINATION

A Party may withdraw from this Agreement by its governing body adopting a resolution to withdraw. Withdrawal is effective after 30 days' written notice is provided to the HCEM. HCEM shall thereupon give notice of such withdrawal, and the effective date thereof, to all other Parties. Parties that have withdrawn may rejoin by following the procedure set forth in this Agreement. This Agreement will terminate with respect to all Parties if the total number of Parties to the Agreement falls below 11. HCEM shall notify the remaining Parties that the Agreement has terminated.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

(Each Party must attach a dated and signed signature page consistent with that Party's method of executing contracts.)

Entity: _____

Mailing Address:

Adopted on the ____ day of _____, 2018.

By: _____

Its: _____

By: _____

Its: _____

Attest:

By: _____

Its: _____

EQUIPMENT LOAN AGREEMENT

This Equipment Loan Agreement (“Agreement”) is made and entered into as of the ___ day of _____, 20___ by and among the governmental units that have executed this document as evidenced by the signature pages attached hereto.

RECITALS

- A. Each Party has certain public works Equipment that can be utilized by other Parties for use in carrying out their respective duties to keep public infrastructure properly maintained and to protect the public health, safety, and welfare in a cost-effective manner.
- B. It is the best interests of the Parties and their respective taxpayers to enter into an agreement to set out a process by which a Party may request the use of certain equipment of another Party and to set out the terms under which such equipment will be made available.
- C. This Agreement is an extension of the joint powers agreement titled the Public Works Joint Powers Mutual Aid Agreement the parties have adopted and which is a prerequisite to entering into this Agreement.
- D. In order to reduce the financial risks associated with loaning Equipment, this Agreement is limited to only loaning Equipment that has a replacement value of no greater than \$500,000 as determined by the Party who owns the equipment.
- E. Hennepin County Emergency Management has agreed to receive and maintain the contact information for the Parties that have entered into this Agreement in order to facilitate requests to borrow equipment.
- F. This Agreement is made pursuant to Minnesota Statutes, section 471.59, which authorizes the joint and cooperative exercise of powers common to the parties. Each of the Parties to this Agreement is authorized to own and operate Equipment and so may enter into a joint powers agreement to share such Equipment.

AGREEMENT

The Parties to this Agreement hereby agree as follows:

- 1. **Definition of Terms.** For the purposes of this Agreement, the following terms shall have the meaning given them in this section.
 - (a) **Agreement.** “Agreement” means this Equipment Loan Agreement.
 - (b) **Eligible Party.** “Eligible Party” means a “governmental unit” as defined by Minnesota Statutes, section 471.59, subdivision 1 that has entered into the joint powers agreement titled the Public Works Joint Powers Mutual Aid Agreement.

- (c) Equipment. "Equipment" means any equipment, vehicles, or other property owned by a Party that has a replacement value of under \$500,000 as determined by the Party who owns the equipment.
 - (d) HCEM. "HCEM" means Hennepin County Emergency Management or its designee.
 - (e) Party and Parties. "Party" means an Eligible Party that elects to participate in this Agreement by the authorization of its governing body. "Parties" means more than one Party to this Agreement.
 - (f) Requesting Official. "Requesting Official" means a person who is designated by the Requesting Party to request the loan of one or more pieces of Equipment from another Party.
 - (g) Requesting Party. "Requesting Party" means a Party that requests to loan one or more pieces of Equipment from a Sending Party.
 - (h) Sending Official. "Sending Official" means a person who is designated by a Party to determine whether and to what extent that Party should loan one or more pieces of its Equipment to a Requesting Party.
 - (i) Sending Party. "Sending Party" means a Party that loans one or more pieces of Equipment to a Requesting Party.
2. **Designate Officials**. The governing body of each Party shall designate one or more employees or elected officials to serve as a Requesting Official that is authorized to request Equipment from another Party. The governing body of each Party shall also designate one or more employees or elected officials to serve as a Sending Official that is authorized to loan Equipment to another Party. Each Party shall provide the names and contact information regarding its designated Requesting Official and Sending Official to HCEM.
 3. **Requesting Equipment**. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Equipment from another Party, such Requesting Official may, at his or her discretion, call upon the Sending Official of any other Party to furnish the requested Equipment. The Parties understand that this Agreement is limited to Equipment that has a replacement value of under \$500,000 as determined by the Party that owns the Equipment. Any piece of Equipment that has a replacement value of \$500,000 or greater may not be loaned or borrowed pursuant to this Agreement. The Sending Party has the sole discretion of determining whether to loan the requested Equipment to the Requesting Party and shall in no way be held liable for denying a request.
 4. **Fees**. The Requesting Official and the Sending Official shall mutually agree on whether a fee shall be charged for use of the Equipment. The Requesting Official and the Sending Official may determine that no fee will be charged. If a fee is to be charged, the amount of the fee must be documented in writing and mutually agreed upon before any Equipment is loaned. Such writing may be by email or any other written form. If a fee is

charged, the Sending Party shall submit an invoice to the Receiving Party within 30 days after the Equipment is returned to the Sending Party. The Receiving Party shall pay the invoice within 30 days after receipt of the invoice.

5. **Loan Period.** Prior to sending the Equipment, the Requesting Official and the Sending Official shall agree on the length of the period during which the Requesting Party may use the Equipment. The Requesting Official and the Sending Official may agree to modify the loan period.
6. **Recalling Equipment.** Whenever a Sending Party has provided one or more pieces of Equipment to a Requesting Party, the Sending Official may at any time, regardless of the agreed upon loan period, recall any of the Equipment it loaned if the Sending Official determines, in his or her best judgment, such recall is necessary to provide for the best interests of the Sending Party's community. Such action shall not result in liability to any Party and each Party hereby waives all claims against another Party for recalling any Equipment.
7. **Requesting Party's Responsibilities.** A Requesting Party that receives one or more pieces of Equipment from a Sending Party shall, during the entire period in which the Requesting Party has possession of the Equipment, be responsible for each of the following:
 - (a) **Transporting.** Transporting the Equipment to and from the Sending Party's location;
 - (b) **Examining the Equipment.** Examining the Equipment upon receipt to determine its suitability for the Requesting Party's intended use;
 - (c) **Trained Operators.** Ensuring that only properly trained and licensed personnel are allowed to operate the Equipment;
 - (d) **Routine Maintenance.** Conducting any routine maintenance required to operate the Equipment. Routine maintenance includes, but is not limited to, supplying fuel, lubricants, fluids, repairing flat tires, and other items that are typically incidental to the use of the Equipment;
 - (e) **Liability and Equipment Insurance.** Maintaining liability, property, automobile, and such other insurance coverages as may be needed to cover its operation of the Equipment. The Requesting Party's coverage shall be primary and non-contributory to any other coverage available to the Sending Party. The Requesting Party shall also be entitled to maintain a program of self-insurance. The Sending Party may require proof of insurance coverage from the Requesting Party before agreeing to loan its Equipment;
 - (f) **Workers' Compensation.** Injuries to or death of its own personnel while using the Equipment. The Requesting Party shall maintain workers' compensation insurance or self-insurance covering its own personnel while they are using the Equipment. The Requesting Party waives the right to sue the Sending Party for any workers' compensation benefits paid to its own personnel or their

dependents, even if the injuries were caused wholly or partially by the negligence of the Sending Party or its officers, employees, volunteers, or agents;

- (g) **Damages.** Damages to or loss of the Equipment. At a minimum, the Requesting Party shall be obligated to either repair the Equipment or pay the mutually agreed upon actual cash value of the Equipment. The Sending Party shall be entitled to receive any insurance or coverage proceeds received by the Requesting Party that are in excess of the Equipment's actual cash value;
 - (h) **Storing.** Storing the Equipment in a safe and secure place; and
 - (i) **Returning.** Returning the Equipment to the Sending Party at the end of the agreed upon loan period or earlier if recalled by the Sending Party. The Equipment shall be returned in at least the same condition it was in when received, except normal wear and tear. Any Equipment using fuel or other fluids must be returned with at least the same level of fuel and fluids that the Equipment had when received by the Requesting Party.
8. **Indemnification.** To the fullest extent permitted by law, the Requesting Party agrees to defend, indemnify, and hold the Sending Party harmless against any claims brought or actions filed against the Sending Party or any officer, employee or agent of the Sending Party for injury to, death of, or damage to the property of any third person or persons, arising from the Requesting Party's use of the Equipment or the Requesting Party's failure to perform its obligations under this Agreement. The Requesting Party is not required to indemnify the Sending Party for claims arising from the Sending Party's own negligence or misconduct. Under no circumstances shall a Party be required to pay on behalf of itself and the other Party any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one Party.
9. **Liability.** To the fullest extent permitted by law, action by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, subd. 1a(a), provide further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of another Party, except to the extent necessary to give effect to the indemnification provision in this Agreement.
10. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
11. **Waiver.** The waiver by either the Requesting Party or the Sending 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.
12. **Entire Agreement.** This document, including the recitals and the documents expressly incorporated herein by reference, constitutes the entire agreement between the Parties regarding the lending and borrowing of Equipment. This Agreement is an extension of the Public Works Joint Powers Mutual Aid Agreement, which is incorporated herein. To

the extent there are any inconsistencies between the documents, the provisions of this Agreement shall be controlling with respect the lending and borrowing of Equipment by the Parties.

- 13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 14. **Savings Clause.** If any court of competent jurisdiction 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.
- 15. **Withdrawal.** Any Party may withdraw from this Agreement by action of its governing body. The withdrawing Party shall send written notification of its withdrawal to HCEM. Any Party who withdraws from the Public Works Joint Powers Mutual Aid Agreement shall, as of the effective date of such withdrawal, be deemed to have also withdrawn from this Agreement.
- 16. **Effective Date and Termination.** This Agreement is effective on the date at least two Parties sign this Agreement. This Agreement will become effective as to additional Parties on the date executed by each such additional Party. This Agreement shall continue until terminated. This Agreement shall be deemed terminated if the Public Works Joint Powers Mutual Aid Agreement is terminated according to its terms, or if the number of Parties to this Agreement falls below 11. HCEM will notify the remaining Parties if this Agreement is terminated.
- 17. **No Third Party Rights.** This Agreement is solely for the benefit of the Parties. This Agreement shall not create or establish any rights in or for the benefit of any third party.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the date below.

GOVERNMENTAL UNIT

Dated: _____

BY: _____

Its _____

AND: _____

Its _____

Minnesota Statewide Equipment Loan Agreement Quick Facts

- There is no membership or other fixed cost to participate in this agreement.
- The agreement is an extension of the Public Works Joint Power Mutual Aid Agreement, so both parties must already be party to the Public Works Joint Power Mutual Aid Agreement before entering into this agreement.
- Equipment loaned under this agreement is limited to items with a replacement value of no greater than \$500,000 (as determined by the equipment owner).
- The only three things that need to be worked out between the Parties are:
 - What equipment is to be loaned;
 - How long it is to be loaned; and
 - How much (if any) the party loaning the equipment will be reimbursed.
- This is a Joint Powers Agreement that allows a sending party to determine which of its equipment to make available to others and a requesting party to select the equipment it desires to borrow.
- Only governmental units as defined by Minnesota Statutes, section 471.59 are eligible to participate (cities, counties, towns, others).
- A requesting party may individually request equipment from any other participating party for mutual aid. There is no requirement to make requests through a particular 3rd party.
- This agreement is not limited to requests for assistance to address major catastrophic situations. Instead, parties can request assistance for many reasons including routine circumstances such as training efforts, maintenance operations, and back-up support service.
- The decision when to request assistance or to provide assistance is left entirely to the discretion of the requesting or sending party.
- The sending party has discretion whether to provide equipment and can recall the equipment at any time.
- The requesting (receiving) party is responsible for transporting the equipment, providing trained operators, routine maintenance, liability and equipment insurance, workers compensation, repair/compensate for damages, storing the equipment in a safe and secure place, and returning it to the sending party in the same condition as it was received (normal wear and tear excepted).
- Hennepin County Emergency Management (“HCEM”) has volunteered to serve as the administrative coordinator of the pact. They have the largest EM staff of any County EM Department in the State.

If you have any questions, please contact Mark Ray at mark.ray@crystalmn.gov.

Minnesota Statewide Public Works Mutual Aid Agreement Quick Facts

- There is no membership or other fixed cost to participate in this agreement.
- This is a Joint Powers Agreement that specifically allows a requesting party to select the resources that best meets the needs of a given situation.
- Only governmental units as defined by Minnesota Statutes, Section 471.59, subd. 1 are eligible to participate (cities, counties, towns, others).
- A requesting party may individually call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party.
- The Joint Powers Agreement should not be interpreted as being limited to only being able to request assistance to address major catastrophic situations. Instead, parties can request assistance for many reasons including routine circumstances such as training efforts, maintenance operations, and back-up support service.
- The decision when to request assistance or to provide assistance is left entirely to the discretion of the requesting or sending party.
- For liability reasons, management of a mutual aid situation is under the control of the requesting party.
- The sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.
- Hennepin County Emergency Management (“HCEM”) has volunteered to serve as the administrative coordinator of the pact. They have the largest EM staff of any County EM Department in the State.
- There is no grace period for costs, so if mutual aid is requested the cost clock can start as soon as resources roll. That said, the agreement says that “charges may be levied”, so it is optional whether the sending party will bill for providing assistance. The reason that it is written this way is that traditionally local communities provided each other in-kind services without charge. However, in some situations a party may determine it is necessary to recover its costs due to the scope of the assistance provided. That said, any joint training effort is exempt from billing.
- Each Party shall be responsible for its own personnel and equipment and for injuries or death to its personnel or damage to its equipment. Responding personnel shall be deemed to be performing their regular duties for each respective sending party for purposes of workers’ compensation.

If you have any questions, please contact Mark Ray at mark.ray@crystalmn.gov